



PROCUREMENT SERVICES

TEXAS TECH

Administration & Finance

Financial & Business Services



Request for Proposal ("RFP") Number:

2026-1175

RFP Name:

Video and Audio Transcription,
Captioning, and Description
Solution

RESPONSES MUST BE RECEIVED BEFORE:

4:00 PM Central, 7/10/2026

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

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SECTION 1: **SCOPE OF WORK**

1.1 Objectives

As part of its institutional accessibility plan, TTU is seeking competitive Proposals from experienced and qualified Proposers (“Proposer(s)”) to provide video and audio transcription, captioning, and description products and services (“Accessibility Solution(s)”) to augment the existing online accessibility plan. TTU uses Canvas as its Learning Management System (LMS) and Panorama for content accessibility review and guidance for all content within the LMS. TTU also utilizes Silktide for public-facing websites, Mediasite to capture lectures and other live-stream sessions, and Canvas Studio as a video tool. TTU has a team of interpreters and advisors that assist faculty, staff, and students with traditional classroom services.

1.2 Project Details

TTU intends to award a Contract to one or more Proposer(s). TTU is searching for Proposer(s) that can provide an affordable, dependable means of transcribing, captioning, and describing video or audio (“Content”) from varying origins, including, but not limited to:

- Captured lectures;
- Online videos used during instruction that have not been made accessible by the copyright owner;
- Locally developed Content;
- Content developed by third parties;
- Content created during live presentations or events;
- Content related to social media;
- Marketing materials; and
- Special event/occasion videos.

In all of these courses, events, and other media, Content must be captioned, transcribed, or described prior to release.

TTU is hoping for an Accessibility Solution that involves limited human intervention, though TTU recognizes that no product of human service can be absent of all error. The Accessibility Solution(s) must be able to support non-native English speakers, technical subject matter/jargon, multiple speakers, and a variety of Content areas.

TTU’s goal is to select a Proposer(s) to engage long-term to provide these Accessibility Solution(s), leveraging its volume to negotiate a reasonable institutional cost. TTU expects that the Proposer(s) may use a variety of methods to deliver captioned/transcribed/described Content. TTU will also need the ability to contract urgent projects that have a short turnaround time, as well as a regular monthly business for non-urgent services.

1.3 Alternate Proposals

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

SECTION 2

PROPOSAL REQUIREMENTS

2.1 Mandatory Requirements/Conditions

2.1.1 Captioning/Transcription/Description Methods

TTU is open to various methods of providing the Accessibility Solution(s). Please provide information on the types of Accessibility Solution(s) proposed, and clearly define the process and elements specified below:

2.1.1.1 Algorithm/AI Methods

- i Content database
- ii Availability of academic dictionaries
- iii Availability of specialized technical field vocabulary, including but not limited to:
 - Engineering
 - Basic Sciences
 - Agriculture
 - Medicine

2.1.1.2 Human Transcriptionists

- i Current number of employed transcriptionists
- ii Experience and expertise of employed transcriptionists

2.1.1.3 Hybrid Solutions(s)

- i Describe any hybrid Accessibility Solutions you may offer (i.e., AI followed by human transcriptions, etc.)

2.1.2 Accessibility Solution Features

Please provide information on the following features of the proposed Solution(s):

- 2.1.2.1 Closed captioning capability and any available rendered formats;
- 2.1.2.2 Open captioning/caption encoding capabilities;
- 2.1.2.3 The format in which transcripts are delivered (pdf, word, txt, srt, vtt, etc.);
- 2.1.2.4 Methods of providing the transcript to the student;
- 2.1.2.5 Video descriptors;
- 2.1.2.6 Audio description processing time, completion time, and delivery options;
- 2.1.2.7 File editing within the platform;
 - i Sending files to instructors for edits.
 - ii Temporary platform log-in for instructors to edit.
- 2.1.2.8 File/video retention (duration of file/video storage within the platform servers);
- 2.1.2.9 File upload organization options (multiple files);
- 2.1.2.10 File download organization options (multiple files);
- 2.1.2.11 Content database (ability to support AI/Specialized academic/industry vocabulary);
- 2.1.2.12 Foreign language support; and
 - i Transcribed languages available.
 - ii Translated languages available.
- 2.1.2.13 Copyright/content issues (rejection for copyright rules/laws, rejection for specific content).
- 2.1.2.14 The Accessibility Solution(s) must be able to integrate with the following video hosts:
 - i MS Teams
 - ii Mediasite
 - iii Dropbox
 - iv Vimeo
 - v YouTube
 - vi Zoom
 - vii Canvas Studio
 - viii Panopto
 - ix EAB Global

- 2.1.2.15 Proposed Solution(s) must be adjustable in format to allow access from mobile or desktop systems. Mobile capabilities must also support both IOS and Android.
- 2.1.2.16 Proposer(s) must reveal any technology used in the transcription process and clearly delineate the value-added services.

2.1.3 Accessibility Documentation Requirements (VPAT)

- 2.1.3.1 Vendors responding to this solicitation must provide documentation demonstrating the accessibility of all electronic and information resources (EIR) proposed for use by Texas Tech University. The following documentation and information must be submitted with the proposal.
- i Current VPAT Submission - Vendor must provide a completed and current Voluntary Product Accessibility Template (VPAT) using the most recent VPAT format (currently VPAT 2.4 or later). The VPAT must correspond to the exact product, module, and version being proposed to the university.
 - ii WCAG 2.1 Level AA Conformance Report - The VPAT must include a full Accessibility Conformance Report covering Web Content Accessibility Guidelines (WCAG) 2.1 Level AA success criteria. Each criterion must include:
 - Conformance level rating (Supports, Partially Supports, Does Not Support, Not Applicable)
 - Detailed remarks explaining how the product meets or fails the requirement
 - Identification of any limitations or known accessibility barriers
 - iii Scope of the VPAT - The VPAT must clearly identify:
 - Product name
 - Version number or release date
 - Modules, features, or components covered
 - Platforms evaluated (web, mobile, desktop, etc.)
 - Any exclusions from testing
 - iv Accessibility Testing Methodology - Vendor must describe the testing methods used to generate the VPAT, including:
 - Automated testing tools used
 - Manual testing procedures
 - Assistive technologies used during testing such as screen readers, screen magnification, or voice navigation
 - Testing environments (browser versions, operating systems, mobile platforms)
 - v Assistive Technology Compatibility - Vendor must document compatibility with commonly used assistive technologies, which should include at minimum:
 - Screen readers
 - Keyboard-only navigation
 - Screen magnification
 - Speech recognition tools
 - vi Known Accessibility Limitations - The VPAT must disclose any areas of partial support or noncompliance. For each identified issue, the vendor must provide:
 - A description of the barrier
 - Impact on users with disabilities
 - Available workarounds if any
 - vii Remediation Roadmap - If the VPAT identifies partially supported or unsupported WCAG criteria, the vendor must provide a remediation plan that includes:
 - Planned accessibility improvements
 - Estimated timeline for remediation
 - Target release versions for fixes
 - viii Ongoing Accessibility Maintenance - Vendor must confirm that accessibility compliance is maintained throughout the product lifecycle and that accessibility will be evaluated with future releases or major updates.
 - ix Updated VPAT Requirement - Vendor must provide updated VPAT documentation when:
 - Significant product updates occur
 - Major accessibility improvements are released

- The university requests updated documentation during contract review
- x Additional Accessibility Documentation - Upon request, the vendor must provide supplemental accessibility documentation including:
 - Accessibility statements
 - Accessibility testing reports
 - Accessibility roadmaps or improvement plans
 - Documentation required under Texas Administrative Code 1 TAC §206 and §213
- xi Failure to Provide VPAT - Failure to provide a completed VPAT or equivalent accessibility documentation may result in the vendor's proposal being considered nonresponsive.
- xii Accessibility Evaluation by Texas Tech University - Texas Tech University reserves the right to independently evaluate accessibility through manual testing, automated tools, and assistive technology testing. Vendors may be required to collaborate with the university to investigate or remediate identified accessibility barriers.

2.1.4 Training and Support

Please provide information on the following training and support Services:

- 2.1.4.1 Support hours and plan, including, but not limited to:
 - i Deadline times
 - ii Support hours (business day, evening, weekend, etc.)
- 2.1.4.2 Escalating urgent requests, including, but not limited to:
 - i How are submissions prioritized?
 - ii Outline the associated costs
- 2.1.4.3 Account representation (account representative, chat, help desk, etc.)
- 2.1.4.4 Vendor contingency plan for downtime:
 - i Proposer must include specifications for ongoing support, maintenance, updates, and upgrades for the cloud-hosted Solution.
 - ii Proposer must disclose maintenance procedure schedules, downtime notification practices, and adherence to industry standard change management, testing, and communication.
 - iii Proposer must specify new features and improvements as a result of maintenance and upgrades.

2.1.5 General Technical

- 2.1.5.1 Proposer's cloud-based Solution must reside in secure commercial data centers that provide appropriate physical, administrative, and technical safeguards, including industry-standard encryption, storage protections, availability, and scalability sufficient to support the TTU's transcription, captioning, and accessibility service requirements. Proposer shall identify all hosting providers and data center locations used to deliver the Solution and disclose whether the Solution is currently certified under the Texas Risk and Authorization Management Program (TX-RAMP), holds TX-RAMP Provisional Certification, or is otherwise pursuing TX-RAMP certification. If the Solution is not TX-RAMP certified, Proposer shall provide an explanation and describe the security controls implemented to protect TTU data.
- 2.1.5.2 Proposer must disclose overall capabilities, resources available, and substantial and relevant experience in hosting content.
- 2.1.5.3 No TTU data may be used for the Proposer's training of AI models.

2.1.6 System Capacity

- 2.1.6.1 Proposer must demonstrate service scalability.
- 2.1.6.2 Proposer must provide proactive server monitoring to ensure resource allocation to meet growing demands.

2.1.7 Pricing

- 2.1.7.1 Proposer must attach a comprehensive pricing sheet, which would be incorporated into the Contract.
- 2.1.7.2 Pricing must be detailed and transparent, including any cost differences associated with timing and delivery parameters, and type and method of the transcription, captioning, or description Solution.
- 2.1.7.3 The intent, following an Awarded Contract, is for TTU departments to submit requests for quotes to the Awarded Proposer. These requests may be project-specific or bulk orders based on expected volume throughout the fiscal year. All quotes would be governed by the resulting Contract.
- 2.1.7.4 Additional discounts for bulk pricing may be provided on the pricing sheet. This might include multiple project requests from a TTU department or minimum annual order commitments from TTU departments.
- 2.1.7.5 Pricing should not be submitted as a contractual minimum commitment by TTU as a whole.

2.2 Preferred Qualifications

- 2.2.1 Platform to manage requests for Accessibility Solutions.
- 2.2.2 Reporting features, including the ability to report functional users.

2.3 Quality Measures

- 2.3.1 Proposer response time shall be adequate for each request from TTU.
- 2.3.2 Pricing must specify timing and delivery parameters and include a description of the type and method of Accessibility Solution.

2.4 Proposal Submittal Requirements

- 2.4.1 By submitting a Proposal, the Proposer certifies an understanding of this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the Goods or Services to be provided, and the conditions under which the Goods or Services are to be performed. The Proposer also understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Proposer. If selected for award by TTU, the Proposer will notify TTU immediately of any material change in any matters about which the Proposer has made a statement or representation or provided information.

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

2.4.2 Submittal Instructions for TechBid Proposals

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

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

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

- i Proposer's Response Form
- ii Pricing per Section 2.1.7
- iii Software Questionnaire
- iv Signed Affirmation and Conflict of Interest
- v VPAT per Section 2.1.3

SECTION 3

EVALUATION PROCEDURES

3.1 Evaluation Process

TTU will utilize a Contract Review Team (“CRT”) the evaluation of the responses to this RFP. All Contracts will be awarded based on the Proposal judged to be in the best interest of TTU, and the judgment in this regard shall be considered final. Any Contract resulting from this Solicitation shall be awarded to the Proposer or multiple Proposers providing the Best Value to TTU.

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

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

3.2 Proposer’s Acceptance of Evaluation Methodology

Submission of a Proposal indicates the Proposer’s acceptance of the evaluation method and the Proposer’s recognition that subjective judgments must be made by the CRT and TTU leadership during the awarding of evaluation criteria points.

3.3 Evaluation Method

The CRT, appointed by the Primary Contact will evaluate the Proposals and make a recommendation to the Assistant Vice President and Chief Procurement Officer. Evaluations will be made based upon the submitted Proposal, clarification, questions and answers, the Best and Final Offer, references, past performance, and any presentation given.

Proposals must first be reviewed by the Primary Contact to verify that they are responsive and meet any minimum requirements. The evaluation of responsive Proposals shall then be completed by the CRT, which will determine the ranking of Proposals based on the evaluation criteria. Proposals will be evaluated strictly in accordance with the requirements set forth in this Solicitation, including any addenda or interpretations that are issued. Proposers are strictly prohibited from contacting any CRT members during the process.

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

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

A Proposal may be rejected if it is conditional or incomplete in the judgment of TTU.

3.4 Evaluation Criteria and Weights

Each Proposal shall be evaluated on the ability to meet TTU’s requirements in the RFP and provide the Best Value to

TTU. The Proposal shall be awarded points based on each of the following evaluation criteria.

The evaluation will be based on the following:

Evaluation Criteria	Points Allowed
Criteria 1: Financial Value - Financial costs and/or benefits to TTU <ul style="list-style-type: none"> • Cost of Solution and/or Services • Cost of ongoing maintenance, service agreements, licenses, or support. • Implementation fees • Donated Solutions and Services • Sponsorships/scholarships/non-monetary contributions contributed by the Proposer • Other financial consideration 	40%
Criteria 2: Demonstrated ability of the Proposer to fulfill the TTU's objective and requirements in accordance with the specifications <ul style="list-style-type: none"> • Proposer's demonstrated professional experience • Experience with institutions of higher education or similar-sized organizations • Administrative support and service • Reporting capabilities <ul style="list-style-type: none"> • Compliance with IT requirements, including digital accessibility, security, integration, AI functions, and TxRamp requirements. • Project schedules/estimated time to perform services or installation time • Quality, availability, and adaptability of Proposer's Solution • Stability and success of the Proposer's business, including but not limited to: <ul style="list-style-type: none"> ○ Qualifications of key personnel (based on resumes and experience provided) ○ Past performance on similar projects (based on references and publicly available information) ○ Length of time the business has been operational ○ Demonstrated capability and financial resources to perform the Services or provide the Solution in the time projected ○ Pending or past legal proceedings ○ Financial soundness 	35%
Criteria 3: Value Added Options <ul style="list-style-type: none"> • Ability to provide innovative ideas/resources for TTU process improvement • Minimization of TTU resource use • Training • Customer support features • Other value-added options that provide an innovative solution 	15%
Criteria 4: Quality assurance plan and control measures implemented and maintained by the Proposer <ul style="list-style-type: none"> • Methodology for performing Services or providing Solutions • Project planning • Customer Service Program • Ability to comply with Texas laws 	10%

TOTAL**100%**

3.5 Scoring Methodology

Each CRT Voting Member will evaluate the Proposals utilizing the Evaluation Criteria identified in Section 3.4 and will assign each criterion a subjective score of 0 -10, with 10 being the highest. This score is multiplied by the criterion's weight, which will produce a weighted value for the criteria. The weighted values for all criteria will be summed up and then ranked to determine a high-to-low Proposer ranking. The ranking may be used to determine an initial pool of Proposers who will be invited for presentations or to inform a final award determination for one or more Proposers.

3.6 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the Proposal information to TTU. This includes online research, references, presentations, Best and Final Offers, and other information gained during the process.

3.7 Oral Presentations and Interviews

Upon completion of the initial review and evaluation of the Proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations and interviews are an option of the Contract Review Team and may or may not be conducted; therefore, Proposals must be complete when submitted. Presentations may only be requested from the top-selected proposers from the initial evaluation process. Upon completion of the oral presentations, the CRT may reevaluate the Proposers based on the new information.

3.8 Negotiations and Award Process

During the Proposal Opening, Proposals will be acknowledged publicly to identify the Proposers, but will be afforded sufficient security to preclude disclosure of the Proposal contents, including prices or other information, prior to award. After the Proposal Opening, an Award may be made based on the Proposals initially submitted, without discussion, clarification, or modification, or on the basis of Negotiation with any of the Proposers or, at TTU's sole option and discretion, TTU may discuss or negotiate all elements of the Proposal with selected Proposers representing a competitive range. For Negotiation purposes, a competitive range of acceptable Proposals may be established, comprising the highest-rated Proposals based on the evaluation criteria. TTU may also negotiate additional Goods and/or Services during the Negotiation process if deemed in TTU's best interest. TTU will award the Contract or multiple Contracts to the responsible and responsive Proposer(s) whose Proposal(s) is/are determined to be the most advantageous to TTU, considering the evaluation factors outlined in this RFP.

3.8 Best and Final Offer

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

3.9 Protest Procedures

Any actual or prospective Proposer who believes they have been aggrieved in connection with the Solicitation, evaluation, or Award of a Contract may formally protest to the Assistant Vice President and Chief Procurement Officer.

<https://www.depts.ttu.edu/procurement/resources/training-and-work-aids/documents/purchasing/Vendor-Protest-Procedures-2022.pdf>

3.10 Contract Documents

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

3.11 Not Exclusive

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

SECTION 4

ADMINISTRATIVE REQUIREMENTS

4.1 Primary Contact ("Primary Contact")

Miranda Ramos
miranda.ramos@ttu.edu
 Texas Tech University
 TTU Plaza Suite # 408
 Box 41094
 Lubbock, TX 79409-1094

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

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

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

4.2 Event Information

4.2.1 Schedule of Events

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

Schedule of Events			
Event	Date	Time	Notes
Distribution of RFP	Thursday, June 18, 2026	4:00 PM Central	
Online Solicitation Conference	Monday, June 29, 2026	2:00 PM Central	Join: https://teams.microsoft.com Meeting ID: 256 313 955 691 239 Passcode: wq7E8qd2
Deadline for Submission of Written Questions	Monday, June 29, 2026	5:00 PM Central	TTU will collect all questions and respond after the Submission Deadline through an Addendum to the RFP, which will be distributed via the TechBid System.
Proposal Due Date	Friday, July 10, 2026	4:00 PM Central	
Online Proposal Opening	Friday, July 10, 2026	4:00 PM Central	Join: https://teams.microsoft.com Meeting ID: 262 136 405 948 653 Passcode: JW9Xd7Fj

Evaluation of Proposals	July – October 2026		
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* All dates are tentative and subject to change.

4.2.2 Solicitation Conference

An **online** RFP Solicitation Conference is scheduled on the date shown in Schedule of Events. This Solicitation Conference is not mandatory, but it is highly recommended that all potential Proposers attend.

4.2.3 Online Proposal Opening

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

Join: <https://teams.microsoft.com/meet/262136405948653?p=sZYugq9IdzekLv8u7f>

Meeting ID: 262 136 405 948 653

Passcode: JW9Xd7Fj

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

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

4.3 References

The Proposer must submit a list of three (3) applicable clients and contact information for whom similar Goods and Services have been provided. These clients will be contacted by TTU, and the information received will be used during the evaluation and assessment of the Proposer's performance.

4.4 Licenses

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

4.5 Term of Award

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

In accordance with *Regents' Rule* 07.12, any resulting Contract will require a termination without-cause provision of

one hundred and eighty (180) days or less, or the Contract may not exceed five (5) year's total term with renewals.

4.6 Veteran Heroes United in Business (VETHUB) Firms

TTU endeavors to promote full and equal opportunity for businesses to supply TTU with Goods or Services necessary to support TTU's educational mission. In this regard, TTU commits to selecting Proposers in accordance with (i) TTU needs, (ii) TTU resources, (iii) guidelines established by the Texas legislature and Texas Procurement and Support Services ("TPASS"), and (iv) TTU Operating Policies and Procedures for contracting with VetHUBs. Proposers shall provide TTU full access to documentation relating to the VetHUB program and any VetHUB Subcontracting Plan. Failure to comply with any provision of the State or TTU's VetHUB regulations may result in rejection of any Proposal or immediate cancellation of any Contract.

TTU is relying upon Proposer's expertise to fully identify subcontracting opportunities that best align with the TTU organization and this RFP. Proposers who intend to subcontract are responsible for identifying all areas that will be subcontracted.

State of Texas Subcontracting Plans, when applicable and requested in writing by TTU, must comply with Texas Government Code 2161, including any amendments or alterations in place at the time of any request for a Subcontracting Plan. For more information, please visit the [VetHUB Resources](#) page provided by the Texas Comptroller of Public Accounts. For additional questions or guidance related to the State of Texas Subcontracting Plan, please email strategic.acquisitions@ttu.edu.

TTU has determined that no subcontracting opportunities are expected in the performance of the Scope of Work of this Solicitation. However, if the Proposer discovers opportunities to subcontract and the resulting Contract is anticipated to exceed \$100,000.00 over the term, including all renewals and extensions, the Proposer must submit a completed State of Texas Subcontracting Plan. A State of Texas Subcontracting Plan Commitment Letter ("VetHUB Letter"), such as the example provided as Attachment B, will be required with each submission of a Proposal to this RFP. This VetHUB Letter states the Proposer's willingness to obtain a State of Texas Subcontracting Plan when requested by TTU.

4.7 Right to Modify, Rescind, or Revoke the RFP

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

4.8 Rights of Review and Award

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

TTU reserves the right to reissue this RFP to solicit additional competitive Proposals. If TTU reissues this RFP, any Proposer who has submitted a Proposal, may elect to resubmit the original Proposal.

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

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

4.9 Signature and Certification of Proposer

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

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

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

4.11 Compliance with RFP Requirements

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

4.12 Binding Effect of Proposal

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

4.13 Use and Disclosure of Information

Proposers acknowledge that TTU is an agency of the State of Texas and is therefore required to comply with the [Texas Public Information Act Texas Government Code Chapter 552](#). If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TTU only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer or Proposers pursuant to the RFP process, and (c) Negotiation and execution of a Contract, if any, with the Proposer(s) selected.

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

By submitting a Proposal, the Proposer grants a limited license to reproduce the Proposal to conduct an evaluation

and to comply with any legal requirement, including, but not limited to, the Texas Public Information Act and Texas Legislative Budget Board requirements.

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

4.14 Group Purchase Authority

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

4.15 E-commerce

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

4.16 Withdrawal or Modification

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

4.17 Risk of Loss, Damage, or Delay

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

4.18 Digital Signature

Proposers must sign documents and correspondence using software approved by the TTU. To be approved by TTU, a signature software platform must: (1) be compliant with the E-SIGN Act of 2000, and the Electronic Transaction Act (UETA), (2) utilize signatory accounts that authenticate users by password, and (3) produce a timestamp for the digital signature. The following three are specifically approved: Adobe Sign and DocuSign. TTU utilizes Adobe Sign for its signature process.

4.19 Proposer Registration

If the Proposer is not already established in PaymentWorks as a TTU Vendor, the Proposer will be required to register through TTU's PaymentWorks system. Any modification to the Proposer's address, tax identification number, or banking information must be made through PaymentWorks for security purposes.

4.20 Insurance Requirements

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

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

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

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

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

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

- i. If the CGL insurance has a general aggregate limit, then ISO endorsement CG 25 04 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the Contract, and the limit must be twice the minimum required occurrence limit.
- ii. Proposer will name TTU, and its Board of Regents, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 20 26 or its equivalent. The policy shall include ISO endorsement CG 20 01 04 13.
- iii. The CGL policy shall contain no endorsements or modifications limiting the scope of coverage for liability assumed under the Contract, or liability arising from pollution.

4.20.3 Additional Insured, Subrogation

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

4.20.4 Certificates of Coverage

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

4.20.5 Notification of Cancellation

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

4.21 Compensation and Fees

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

4.21.2 Contract Pricing: Unless otherwise agreed in writing by the parties, the Contract prices for Goods or Services will remain firm for twenty-four (24) months following Contract execution.

- i. After the initial twenty-four (24) month period and on each annual anniversary date of the Contract thereafter, the Contract may be subject to an increase not to exceed three percent (3%). The first escalation would be applicable on the second anniversary of the Contract or the renewal date, based upon the three percent (3%) increase listed above. Each succeeding year, the same three percent (3%) increase will be used until all remaining optional renewals have been completed.
- ii. In the event there is a significant reduction in costs of materials or labor, TTU will work with the Proposer to negotiate a reasonable increase less than the standard three percent (3%).

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

4.22 Invoicing and Payment

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

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

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

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

- i. Automated Clearing House (“ACH”) transaction
- ii. Single-Use Account (“SUA”) card (JP Morgan)

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

APPENDIX A

DEFINITIONS

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

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

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

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

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

Comptroller: The Texas Comptroller of Public Accounts.

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

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

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

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

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

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

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

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

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

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

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

Originating Department: The TTU department from which a Solicitation or Procurement request originates and is

responsible for the Contract Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State: The State of Texas.

Statute: A law enacted by a legislature.

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

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

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

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