TEXAS A&M UNIVERSITY-CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 OCEAN DRIVE
CORPUS CHRISTI, TX  78412

REQUEST FOR QUALIFICATIONS

RFQ Number:
RFQ9-0001
Scholarship Awarding Process Review for TAMU-CC
CLASS 946-20

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on 05/22/2019

MAIL PROPOSAL TO:
Texas A&M University-Corpus Christi
RFQQ-0001
Purchasing Department
6300 Ocean Drive Unit 5731
Corpus Christi TX  78412-5731

HAND DELIVER AND/OR EXPRESS MAIL TO:
Texas A&M University-Corpus Christi
RFQ9-0001
Purchasing Building
6300 Ocean Drive Room 115A
Corpus Christi TX  78412

Show RFQ Number, Opening Date and Time on Return Envelope

NOTE:  PROPOSAL must be time stamped at Texas A&M University-Corpus Christi Purchasing Department before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

DATED: 05/02/2019

REFER INQUIRIES TO:
Candace Garcia
Texas A&M University-Corpus Christi
Purchasing Department
361-825-3434
Email: Candace.Garcia@tamucc.edu
# Table of Contents

<table>
<thead>
<tr>
<th>SECTION I.</th>
<th>General</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION II.</td>
<td>Statement of Work</td>
<td>5</td>
</tr>
<tr>
<td>SECTION III.</td>
<td>Proposal Information</td>
<td>7</td>
</tr>
<tr>
<td>SECTION IV.</td>
<td>General Terms and Conditions</td>
<td>11</td>
</tr>
<tr>
<td>SECTION V.</td>
<td>Execution of Proposal</td>
<td>22</td>
</tr>
<tr>
<td>SECTION VI.</td>
<td>References</td>
<td>23</td>
</tr>
</tbody>
</table>
SECTION I
GENERAL

1.1 SCOPE
This Request for Qualification (RFQ) is being issued by Texas A&M University-Corpus Christi (hereinafter referred to TAMU-CC) to solicit proposal from a qualified, experienced, financially sound, independent audit firm to perform an overall compliance audit on scholarships awarded by the TAMU-CC scholarship office for Fall 2017, Spring 2018 and Summer I & II 2018.

No Guarantee of Volume. The State of Texas does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting contract.

1.2 BACKGROUND
TAMU-CC currently has an endowment consisting of over 145 unique scholarships that support over 350 students attending our University.

1.3 CONTRACT TERM
Initial Term of Contract shall be estimated to begin in July 2019 with report complete and submitted no later than November 14, 2019. The University may not request additional services without the delegated authority of the State of Texas Auditor’s office.

1.4 CONTRACT
If awarded, vendor will be asked to sign a contract similar to Section IV. In addition to the contract, a purchase order will be issued for payment purposes. The vendor will reference the purchase order number on all invoices submitted according to the contract’s instruction.

1.5 TERMS AND CONDITIONS
The Terms and Conditions of the Request for Qualification shall govern any Agreement issued as a result of this solicitation Request for Qualification. Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M University-Corpus Christi may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

1.6 OPEN RECORDS
Texas A&M University-Corpus Christi considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is awarded.

Respondents are hereby notified that Texas A&M University-Corpus Christi strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of Request for Qualification information.
1.7 DEFINITIONS
For purposes of this RFQ, the following definitions apply:

(a) Acceptable Quality Level – The level of performance of requested services below which the contract will not be paid or damages may be assessed;

(b) Addendum – A modification of the specifications issued by TAMU-CC and distributed to prospective Respondents prior to the opening of bids;

(c) Best and Final Offer (BAFO) – A formal request made to selected Respondents for revisions to the originally submitted Proposal;

(d) Contract – The contract awarded as a result of this RFQ and all exhibits thereto, this RFQ, any Addendum issued in conjunction with this RFQ, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits;

(e) Contractor – Respondent whose Proposal results in a contract with TAMU-CC; and

(f) TAMU-CC – Texas A&M University-Corpus Christi
SECTION II
STATEMENT OF WORK

2.1 STATEMENT OF WORK
TAMU-CC is requesting proposals from a qualified Certified Public Accounting (CPA) firm with the capability and commitment to provide independent audit review of the TAMU-CC scholarship office based on agreed upon procedures.

The successful vendor will start the audit in July 2019 with the exact date to be agreed upon between TAMU-CC and the awarded vendor. The audit review and report must be completed by November 14, 2019.

2.2 AGREED-UPON PROCEDURES ENGAGEMENT
Following are the agreed upon procedures that an independent audit firm must meet in order to be considered for award. Reviewer will perform the following procedures as applicable and report exceptions to those reviewed items in a report to the department of Institutional Advancement, TAMU-CC:

(a) Audit Scholarships awarded in Fall 2017, Spring 2018 and Summer I & II 2018
1. Reviewer will obtain from management a signed copy of the written award agreements between the donor and the University
2. Reviewer will read and note the scholarship attributes required for awarding of the scholarship to a student
3. Reviewer will place the award attributes into an analysis worksheet document
4. Reviewer will obtain a list of all scholarships awarded during the Fall 2017, Spring 2018 and Summer I & II 2018 semesters
5. Reviewer will obtain electronic access to the University’s Banner and Nextgen computer systems
6. Reviewer will review student electronic files for scholarship award documentation,
7. Reviewer will review file for authorized awarding of the scholarship to the student,
8. Reviewer will note award documented attributes and authorized approval into analysis work document
9. Reviewer will identify, in document, student awards, scholarship awarded, amount of award, etc.
10. Reviewer will note compliance or non-compliance with each award attribute for each awarded scholarship
11. Overall award compliance or non-compliance will be noted for each awarded scholarship
12. All non-compliance with attributes identified will be discussed with University personnel and such discussion will be documented in a work document
13. At the conclusion of the testing of the selected semester, auditor will provide the detailed analysis work document to the department of Institutional Advancement management
2.3 VENDOR QUALIFICATIONS
Proposals shall include statement of qualifications as outlined below:
(a) General Overview and Philosophy: provide a general overview of the organization and its professional staffing
(b) Previous work history with Universities of the same or similar size
(c) Experience with Nextgen and Banner software programs
(d) Provide a minimum of three references for projects encompassing similar characteristics to the financial statement review described herein
(e) Ability to work onsite
(f) Displays integrity when dealing with sensitive information
(g) Certified Public Accountant

2.4 PERFORMANCE TRACKING
TAMU-CC will monitor the performance of the Contract issued under this RFQ. All services under the contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.
SECTION III
PROPOSAL INFORMATION

3.1 SCHEDULE OF EVENTS
The solicitation process for this RFQ will proceed according to the following schedule:
Texas A&M University-Corpus Christi reserves the right to change the dates shown below upon written notification.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFQ</td>
<td>05/06/2019</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>05/10/2019</td>
</tr>
<tr>
<td>Deadline for Last Addendum</td>
<td>05/15/2019</td>
</tr>
<tr>
<td>Opening - 2:00 p.m. Central Time</td>
<td>05/22/2019</td>
</tr>
<tr>
<td>Expected Award of Contract</td>
<td>07/15/2019</td>
</tr>
<tr>
<td>Expected Contract Start Date</td>
<td>07/15/2019</td>
</tr>
</tbody>
</table>

3.2 REVISIONS TO SCHEDULE
TAMU-CC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the TAMU-CC purchasing website as an Addendum. See section 3.4 for URL.

3.3 PROPOSAL REQUIREMENTS
Listed below is a summary of all information to be included in a Proposal submitted in response to this RFQ. TAMU-CC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

The following documents must be submitted with the response.
(a) Section V – Signed Execution of Proposal: Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.
(b) Section VI – References: Provide requested information as directed.

3.4 INQUIRIES
(a) All inquiries shall be submitted in writing to Ms. Candace Garcia by e-mail to Candace.Garcia@tamucc.edu by May 10, 2019 at 2:00 PM CST, the date listed as the deadline for submission of questions as specified in Section 3.1 above.
(b) All inquiries will result in written responses with copies posted to the TAMU-CC purchasing website at: http://adminservices.TAMU-CC.edu/procurement_disbursements/Bid-opportunities.html
If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
(c) Except as otherwise provided in this Section, upon issuance of this RFQ, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFQ with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFQ.
(d) If Respondent takes any exceptions to any provisions of this RFQ, these exceptions must be specifically and clearly identified by Section in Respondent’s Proposal in response to this RFQ and Respondent’s proposed alternative must also be provided in the Proposal. Respondents cannot take a “blanket exception” to this entire RFQ. If any Respondent takes a “blanket exception” to this entire RFQ or does not provide proposed alternative language, the Respondent’s Proposal may be disqualified from further consideration.

(e) Respondents are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFQ and whether TAMU-CC may negotiate that provision under this particular RFQ.

3.5 PROPOSAL SUBMISSION
(a) All Proposals shall be received and time stamped at TAMU-CC prior to May 22, 2019 at 2:00 PM CST as specified in the Schedule of Events above. TAMU-CC reserves the right to reject late submittals.
(b) Proposals should be placed in a separate envelope or package and correctly identified with the RFQ number and submittal deadline/RFQ opening date and time. It is Respondent’s responsibility to appropriately mark and deliver the Proposal to TAMU-CC by the specified date.
(c) Telephone, facsimile and email Proposals will not be accepted.
(d) Receipt of all addenda to this RFQ should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

3.6 DELIVERY OF PROPOSALS
Proposals shall be submitted to TAMU-CC by one of the following methods:

<table>
<thead>
<tr>
<th>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL:</th>
<th>HAND DELIVER TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas A&amp;M University-Corpus Christi RFQ9-0001 Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731</td>
<td>Texas A&amp;M University-Corpus Christi RFQ9-0001 Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731</td>
</tr>
</tbody>
</table>

3.7 PROPOSAL OPENING
(a) Proposals will be opened at:

Texas A&M University-Corpus Christi Purchasing Building 6300 Ocean Drive, Room 110 Corpus Christi, TX 78412

(b) All submitted Proposals become the property of TAMU-CC after the RFQ submittal deadline/opening date.
(c) Proposals submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TAMU-CC, whichever occurs earlier.
3.8 PROPOSAL EVALUATION AND AWARD

(a) Texas A&M University-Corpus Christi (TAMU-CC) will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal give preference to a firm whose principal place of business is in the state or who will manage the firm contract wholly from an office in the state.

(b) The vendor selected will be he or she whose experience and qualifications, as presented in response to this RFQ, establish him or her, in the opinion of TAMU-CC, as well qualified and offering the greatest benefits and experience to TAMU-CC. TAMU-CC may cancel this Request for Qualifications or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should TAMU-CC determine in its sole discretion that only one vendor is fully qualified, or that one vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that vendor. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the vendor’s proposal as negotiated. Submission of qualifications indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by TAMU-CC during the evaluation process.

(c) The selection of the successful proposal may be made by TAMU-CC on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by TAMU-CC on the basis of negotiation with any of the respondents. TAMU-CC shall not disclose any information derived from the proposals submitted by competing respondents in conducting such discussions.

(d) All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFQ, TAMU-CC alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

(e) TAMU-CC reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

(f) TAMU-CC reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered not advantageous, and to make the award to the most responsive vendor.

(g) The University will utilize an evaluation team for the evaluation of this Request for Qualification. The evaluation will include the overall response to the Request for Qualification and the general requirements defined in the Request for Qualification. Responses from proposers that do not demonstrate adequate qualifications may be rejected.

(h) The evaluation committee will determine best value by apply the following criteria and assigned weighted values:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s qualifications and experience in performing scholarship criteria audits</td>
<td>30</td>
</tr>
<tr>
<td>Qualifications of key individuals assigned to this engagement</td>
<td>10</td>
</tr>
<tr>
<td>Proposed methodology for completing required agreed upon procedures</td>
<td>25</td>
</tr>
<tr>
<td>Timeline for completing procedures, and ability to meet reporting deadlines</td>
<td>35</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100 POINTS</strong></td>
</tr>
</tbody>
</table>
(d) The evaluation committee will determine if Best and Final Offers (BAFO) are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing.

(e) In evaluating Proposals to determine the best value for the State, TAMU-CC may consider information related to past contract performance of a Respondent including, but not limited to, TPASS’ Vendor Performance Tracking System (available at http://www.window.state.tx.us/procurement/prog/vendor_performance).
SECTION IV
GENERAL TERMS AND CONDITIONS

4.1 Any Contract awarded as a result of this RFQ will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

CONTRACT FOR SERVICES between TEXAS A&M UNIVERSITY – CORPUS CHRISTI and __________________________

[This Contract Template includes the basic provisions and requirements of a contract]

Contract Number: ____________

This Contract for Services (Contract) is entered into this _____ day of ______________, 20____, by Texas A&M University – Corpus Christi, a member of the Texas A&M University System, an agency of the State of Texas (TAMU-CC), and ______________________ (Contractor), a _____ corporation having its’ principal place of business at ______________________.

WITNESSETH that the Contractor and TAMU-CC, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. SCOPE OF SERVICES:
   [NOTE: THIS SECTION MAY BE FILLED OUT OR YOU MAY REFERENCE AN EXHIBIT AND ATTACH EXHIBIT WITH THIS AGREEMENT]
   The scope of work includes that work that is outlined in Section____ of the RFQ XX-XXXX or the attached Exhibit A "Statement of Work"

2. TERM OF THE CONTRACT: This Contract shall become effective upon final signature for an initial term of twelve (12) months. An option to renew on an annual basis may occur with executed renewal letters. Overall term may not exceed five (5) years.

3. COMPENSATION AND METHOD OF PAYMENT:
   A. This Contract is for the sum of______________________________($__________).  
   [OR]
   A. TAMU-CC shall compensate the Contractor for the services at the rate of $ per (e.g., hour, day, week, semester).
   B. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s)
C. Payment will be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University’s Invoice(s) on Non-State Funds that is (are) received. TAMU-CC shall process all invoices in compliance with State of Texas prompt payment laws and the regulations of the Texas Comptroller’s Office.

Contractor shall submit invoices to:  
Texas A&M University – Corpus Christiatti: Accounts Payable  
6300 Ocean Drive, USC 121  
Corpus Christi, Texas 78414

Copy of invoice to:  
Texas A&M University – Corpus Christi  
 attn.: Business Coordinator  
6300 Ocean Drive, ___________  
Corpus Christi, Texas 78412

D. Reimbursement for travel:

(1) All travel and meals are part of this contract. No reimbursement will be made.

[OR]

(1) Business-related travel, lodging and/or meal expenses will be reimbursed by TAMU-CC according to the state of Texas rates, rules, and regulations (www.window.state.tx.us//procurement/prog/stmp/) in an amount not to exceed $____________. Contractor is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the Contractor be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (Contractor’s place of business to job site) using the State of Texas mileage. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time. For reimbursement of travel expenses, Contractor must submit an invoice- which must include supporting documents. Payment will be made to Contractor upon approval of such invoice by TAMU-CC. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

E. The total of all payments made against this Contract shall not exceed $______.
4. **CONTRACT DOCUMENTS**

The contract documents shall consist of the following (listed in order of precedence) and incorporated as part of this Contract:

   A. This Executed Contract;
   B. Exhibit “A” – Statement of Work;
   C. Exhibit “B” – The RFQ and Addenda;
   D. Exhibit “C” – Contractor’s Proposal; and,
   E. Exhibit “D” – Other Attachments.

5. **VENUE**: This Contract is performable in Nueces County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located. At the execution of this Contract, such county is Nueces County, Texas.

6. **GOVERNING LAW**: The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

7. **SEVERABILITY**: If any part of this Contract shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected hereby.

8. **INSURANCE**

   1) Contractor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance, the TAMU-CC shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU-CC at least ten days before the effective date of the cancellation.
Insurance:

**Coverage** | **Limit**
--- | ---
**A. Worker’s Compensation** | Statutory
Statutory Benefits (Coverage A) | Statutory
Employers Liability (Coverage B) | $1,000,000 Each Accident
| $1,000,000 Disease/Employee
| $1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under on the information page of the workers’ compensation policy the state in which work is to be performed for Texas A&M University – Corpus Christi. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

**B. Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

**C. Commercial General Liability**

| | $1,000,000
--- | ---
Each Occurrence Limit | $1,000,000
General Aggregate Limit | $2,000,000
Products / Completed Operations | $1,000,000
Personal / Advertising Injury | $1,000,000
Damage to rented Premises | $300,000
Medical Payments | $5,000

The required commercial general liability policy will be issued on a form that insures Contractor or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

**D. Contractor will deliver to TAMU-CC:** Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

*All insurance policies*, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi as Additional Insureds up to the actual liability
limits of the policies maintained by Contractor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi. No policy will be canceled without unconditional written notice to Texas A&M University – Corpus Christi at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University – Corpus Christi ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University – Corpus Christi prior to the performance of any services by Contractor under this Agreement. Contractor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically, hand delivered, or 1st class mail to TAMU-CC’s Contracts Manager at 6300 Ocean Drive, MS 5731, Corpus Christi, Texas 78412 – contracts@TAMU-CC.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University – Corpus Christi in writing.

[NOTE: PURSUANT TO SYSTEM POLICY 24.03, THE A&M SYSTEM RISK MANAGEMENT DEPARTMENT IS RESPONSIBLE FOR ASSESSING INSURABLE RISKS. CONTACT RISK MANAGEMENT FOR A RECOMMENDATION ON THE MOST APPROPRIATE COVERAGE.]

9. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of TAMU-CC. TAMU-CC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMU-CC relative to conduct on its premises.

10. **ASSIGNMENT:** This Contract is not assignable without express written agreement of TAMU-CC and Contractor.

11. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless TAMU-CC, 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 or representative of Contractor in the execution or performance of this Contract.

12. FORCE MAJEURE: Neither party is required to perform any term, condition, or covenant of this Contract, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

13. DISPUTE RESOLUTION: [ALTERNATIVE 1] The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to Director of Contracts of TAMU-CC, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

[ALTERNATIVE 2]
[NOTE: IF DEEMED APPROPRIATE AND/OR NECESSARY UNDER THE CIRCUMSTANCES CALL FOR MORE ELABORATE LANGUAGE, THE FOLLOWING WILL BE USED:]

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

(A) Contractor’s claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, Texas Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to Director of Contracts. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter

(B) 2260, subchapter C, Texas Government Code.

(C) The contested case process provided in Chapter 2260, subchapter C, Texas Government Code, is Contractor’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(D) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this Contract shall be considered a waiver of sovereign immunity to suit.
The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code.

Neither the non-occurrence nor occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

14. STATE CONTRACTING REQUIREMENTS:

A. CHILD SUPPORT: A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

B. DEBTS OR DELINQUENCIES: Pursuant to Section 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Contract may be applied directly toward certain debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

C. FRANCHISE TAX CERTIFICATION: If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

D. COMPENSATION FOR PREPARING BID SPECIFICATIONS: A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or Request for Qualificationss on which the bid or contract is based. The Texas Government Code requires the following statement: “Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

E. BUY TEXAS: With respect to all goods purchased pursuant to this Contract, Contractor represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.
F. Public Information.

(a) Contractor acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU-CC’s written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU-CC has a right of access.

(c) Contractor acknowledges that TAMU-CC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

G. LOSS OF FUNDING: Performance by TAMU-CC under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds then TAMU-CC will issue written notice to Contractor and TAMU-CC may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of TAMU-CC.

H. STATE AUDITOR’S OFFICE: Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

I. HISTORICALLY UNDERUTILIZED BUSINESS: Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2161.

J. NON-WAIVER PROVISIONS: Contractor expressly acknowledges TAMU-CC is an agency of the State of Texas and nothing in this Contract will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

15. NOTICES: Any notice required or permitted under this Contract must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMU-CC and Contractor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:
16. **DEFAULT AND TERMINATION:**

A. In the event of substantial failure by Contractor to perform in accordance with the terms of this Contract, TAMU-CC may terminate this Contract upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of TAMU-CC. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.

B. TAMU-CC may, without cause, terminate this Contract at any time upon giving thirty (30) days advance notice to Contractor. Upon termination pursuant to this paragraph, Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided that Contractor shall deliver to TAMU-CC all completed, or partially completed, work and any and all documentation or other products and results of these services. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TAMU-CC. TAMU-CC shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of termination notice.

C. If this Contract is terminated for any reason, TAMU-CC shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

17. **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** By executing this Agreement, the Contractor certifies it does not and will not, during the performance of this contract, boycott Israel (Texas Government Code, §2270.002). Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.

18. **CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATION:** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **CONFLICT OF INTEREST:** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

20. **LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU-CC’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Agreement constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.

21. **ENTIRE AGREEMENT:** This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

By: __________________________
Name: ________________________
Title: _________________________
Dated: ________________________

**TEXAS A&M UNIVERSITY**
- CORPUS CHRISTI

By: __________________________
Name: ________________________
Title: _________________________
Dated: ________________________
[ADD THE FOLLOWING AFTER NON-WAIVER PROVISIONS, IF APPLICABLE:]

PREVIOUS EMPLOYMENT: Contractor acknowledges and understands that Section 2252.901, Texas Government Code, prohibits TAMU-CC from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Contractor is an individual, by signing this Contract, Contractor certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

ACCESS BY INDIVIDUALS WITH DISABILITIES:
[NOTE: TO THE EXTENT THAT CONTRACTOR PROVIDES ELECTRONIC AND INFORMATION RESOURCES AND ALL ASSOCIATED INFORMATION, DOCUMENTATION, AND SUPPORT, THE FOLLOWING PARAGRAPH SHOULD BE INSERTED:]

Contractor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TAMU-CC under this Contract (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply, then Contractor represents and warrants that it will, at no cost to TAMU-CC, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Contractor fails or is unable to do so, then TAMU-CC may terminate this Contract and Contractor will refund to TAMU-CC all amounts TAMU-CC has paid under this Contract within thirty (30) days after the termination date.
SECTION V
EXECUTION OF PROPOSAL

By signature hereon, the respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the proposer or 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, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust 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 proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Under Section 2155.004, Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Respondents that have pre-registered this information on the TAMU-CC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Number with the Execution of Proposal.

Respondent is in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, respondent shall provide the following information as an attachment to this response. Name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

Respondent 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.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any contract resulting from this proposal.

RESPONDENT (Company): ____________________________

SIGNATURE (INK): ____________________________

NAME (PRINTED): ____________________________

TITLE: ____________________________ DATE: ____________________________

STREET: ____________________________

CITY/STATE/ZIP: ____________________________

TELEPHONE AND FAX/SCMILE NO.: ____________________________

TEXAS IDENTIFICATION NUMBER (TIN): ____________________________

In the case of a tie between two (2) or more respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by respondents, Texas A&M University-Corpus Christi will draw lots to break the tie.

Check below if preference claimed under Rule 1 T.A.C. 113.8

(_____) 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders
(_____) 2. Agricultural products produced or grown in TX
(_____) 3. Agricultural products and services offered by Texas bidders
(_____) 4. USA produced supplies, materials or equipment
(_____) 5. Products of persons with mental or physical disabilities
(_____) 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
(_____) 7. Energy efficient products
(_____) 8. Rubberized asphalt paving material
(_____) 9. Recycled motor oil and lubricants
(_____) 10. Products produced at facilities located on formerly contaminated property
(_____) 11. Products and services from economically depressed or blighted areas

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.
List below other organizations (users of similar size and structure to Texas A&M University-Corpus Christi preferred) for which these or similar services have been provided:
List must include a contact name and current phone number.

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