

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

PURCHASING DEPARTMENT 6300 OCEAN DRIVE CORPUS CHRISTI, TX 78412

#### REQUEST FOR PROPOSAL

## RFP Number: RFP24-4558

### Marketing and Recruitment of Select Online Undergraduate and Graduate Programs

#### PROPOSAL MUST BE RECEIVED BEFORE:

#### 12:00 a.m. Central Time on June 6, 2024

MAIL PROPOSAL TO:

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University-Corpus Christi Procurement & Disbursements Department 6300 Ocean Drive Unit 5731 Corpus Christi TX 78412-5731 Texas A&M University-Corpus Christi Purchasing Building 6300 Ocean Drive Room 115A Corpus Christi TX 78412

Show RFP Number, Opening Date and Time on Return Envelope

**NOTE:** PROPOSAL must be time stamped at <u>Texas A&M University-Corpus Christi Purchasing Department</u> 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:** May 3, 2024

#### **REFER INQUIRIES TO:**

Rachal Ganson, Senior Buyer
Texas A&M University-Corpus Christi
Procurement & Disbursements Department
361-825-2513
Rachal.Ganson@tamucc.edu

### **Table of Contents**

| SECTION 1. | General                          | 3  |
|------------|----------------------------------|----|
| SECTION 2. | Statement of Work/Qualifications | 4  |
| SECTION 3. | Proposal Information             | 6  |
| SECTION 4. | General Terms and Conditions     | 11 |
| SECTION 5. | Execution of Proposal            | 22 |
| SECTION 6. | Pricing and Delivery Schedule    | 23 |
| SECTION 7. | Respondent's Questionnaire       | 24 |
| SECTION 8. | References                       | 25 |

#### **SECTION I**

#### **GENERAL**

- **SCOPE.** Texas A&M Corpus Christi is seeking proposals from qualified vendors to provide marketing and recruitment services for select online undergraduate programs as well as select graduate degree programs in accordance with the specifications contained in this Request for Proposal ("RFP").
  - **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. (It is recommended that you provide some sort of past performance and or reporting data to assist vendors in their.
- **1.2 CONTRACT TERM.** The services requested shall be provided for a period of 3 years, beginning September 1, 2024 or the last signature date, whichever is later, and ending August 31, 2027 with 1 year renewal option upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the initial term.
- **1.3 DEFINITIONS.** For purposes of this RFP, 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 RFP and all exhibits thereto., This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits; and
  - (e) Contractor Respondent whose Proposal results in a contract with TAMU-CC.
- 1.4 Important Notice HUB Subcontracting Plan (HSP) IS Required: Pursuant to Texas Administrative Code (TAC), Sections 111.13 and 111.14, TAMU-CC has determined that subcontracting opportunities ARE PROBABLE for this RFP. Accordingly, a completed HUB Subcontracting Plan (HSP) IS REQUIRED to be included with any proposal submitted in response to this RFP. If you have any questions regarding these requirements, contact Ruben Gonzalez, HUB Coordinator at (361) 825-5822.

#### **SECTION II**

#### STATEMENT OF WORK

- 2.1 Background. Texas A&M University-Corpus Christi is an expanding, doctoral-granting university with a growing research agenda in the Texas A&M University System. The university is committed to preparing graduates for lifelong learning and responsible citizenship in the global community. We are dedicated to excellence in teaching, research, creative activity and service. Our supportive, multicultural learning community provides undergraduate and graduate students with a challenging educational experience through residential, distance learning and international programs. The university's federal designation as a Hispanic Serving Institution (HSI) provides a foundation for closing educational gaps, while its strategic location on the Gulf of Mexico and on the cultural border with Latin America provides a basis for gaining national and international prominence.
- 2.2 Service Requirements. Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words "must" or "shall" are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words "may" or "can" allow Respondents to offer alternatives to the manner in which the services are provided. The requested services and corresponding deliverables are as follows:

The goal of this project is to partner with a Contractor to provide marketing and recruitment services for students for select undergraduate online programs and graduate online and residential programs. Texas A&M University-Corpus Christi seeks to strategically increase enrollment at the undergraduate and graduate levels and seeks a partner with a track record of assisting Universities in accomplishing that goal.

Currently, the University seeks the support of a Contractor to provide marketing and recruitment to grow enrollment in a select list of programs:

#### **Undergraduate Programs**

- Bachelor of Business Administration (online)
- Sports Management (online)
- Psychology (online)

#### **Graduate Programs**

- Master of Science in Engineering (anticipating a move to online Fall 2025)
- Master of Science of Nursing (online)
- Family Nurse Practitioner (online)
- Doctor of Nursing Practice (online)
- Master of Public Health (online)
- Masters in Kinesiology (online or hybrid program)

| Program                    | Current Yearly Enrollment | 3-Year Enrollment Goal |
|----------------------------|---------------------------|------------------------|
|                            |                           |                        |
| BBA (online)               | 75                        | 300                    |
| FNP (online)               | 35                        | 80                     |
| MPH (online)               | New Program               | 100                    |
| MSN (online)               | 15                        | 80                     |
| DNP (online – TX only)     | 5                         | 40                     |
| Psychology (online)        | New Program Delivery      | 120                    |
| Sports Management (online) | 25                        | 75                     |
| Engineering **             | 10                        | 100                    |
| Kinesiology (online)       | 10                        | 50                     |

<sup>\*\*</sup> Engineering is anticipating moving to an online delivery format in Fall 2025

#### (a) Marketing

The vendor will be asked to work in partnership with the TAMU-CC Marketing Department to develop market strategy for each program as well as execute on that strategy. Market strategy may include print & digital—website, SEO strategies (paid), Google Ad Words campaign (paid), Meta, LinkedIn, webinars/Facebook Live events, and key events where having a physical presence is effective. Marketing strategy execution includes print & digital marketing assets deployed—website, SEO strategies (paid), Google Ad Words Campaign (paid), Meta, Linked In, web-based events scheduled with faculty & program staff, and webinars. TAMU-CC values marketing strategies that efficiently and effectively produce high-quality leads.

The vendor will provide a detailed marketing plan that includes a variety of digital marketing and employer-based alliances. Vendor will work to ensure that TAMU-CC complies with any and all special state and local approvals required for digital marketing. In keeping with TAMU-CC goals, the vendor's marketing plan will focus on marketing to highly qualified students from diverse populations.

#### (b) Recruiting

The vendor will provide all recruitment services necessary to bring in highly qualified new enrollments each semester on a rolling basis. TAMU-CC will provide standards for "highly qualified" and will have the final say on the admission status of prospective students.

The successful vendor will provide a fully operational recruiting call center, including all necessary facilities and technology. Part of the services provided through this recruiting call center should include a technical help desk, a dedicated 1-800 number and program landing pages for prospective students to inquire or gain information. The call center will be in operation at least 12 hours per day during the work week. We are particularly interested in proposals that include the use of innovative technologies to recruit students, including the use of artificial intelligence (AI), chatbots, etc.

The vendor will be responsible for maintaining contact with prospective students through enrollment, guiding the prospective student through the process. Contact may include email, phone, text, social media, traditional mail, etc. The vendor will collect all pertinent admissions information required to complete a student admissions file as specified by each

TAMU-CC program. Completed admission packets will be provided to the involved Colleges for admission decisions. The vendor shall have no involvement in admissions decisions. The vendor is expected to nurture all leads, including organic leads, and deliver completed applications. After admission, the vendor will provide yield services to avoid melt.

The vendor will not engage in cross-selling leads to other partners or other clients. We strongly prefer dedicated enrollment coaches. We will give strong preference to bids in which Texas A&M – CC retains ownership over the leads generated through any marketing effort for the University.

#### (c) Personnel Requirements

TAMU-CC will provide oversight of the activities with the vendor and of all programs. While it remains the vendor's responsibility for total management of all facets outlined during the performance of this project, TAMU-CC will identify a principal point of contact on behalf of the University who will evaluate and serve as a liaison concerning the vendor's performance.

The vendor will similarly assign a primary point of contact for the duration of this project. That point of contact will facilitate weekly status meetings with TAMU-CC staff. The purpose of the meetings will be to review the project's actual status against the plan, assess project issues and ensure appropriate escalation as necessary to achieve the desired timeline.

In addition to growing enrollment in the previously identified programs, Texas A&M – CC would like to retain the option of adding additional programs to the partnership. Therefore, vendor proposals should include a plan for adding additional programs at a discounted price.

**2.3 Subcontractors.** Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

#### 2.4 Performance Tracking:

TAMU-CC will monitor the performance of the Contract issued under this RFP. 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 RFP 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.

| Event                                | <u>Date</u>                   |
|--------------------------------------|-------------------------------|
| Issue RFP                            | May 3, 2024                   |
| Deadline for Submission of Questions | May 16, 20024 @ 12:00 am      |
| Deadline for Submission of Proposals | June 6, 2024 @ 12:00 am       |
| Opening                              | June 6, 2024 @ 12:00 am       |
| Expected Award of Contract           | June 18, 2024 (tentative)     |
| Expected Contract Start Date         | September 1, 2024 (tentative) |

#### 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 and on the Electronic State Business Daily as an Addendum. See section 3.5 for URL.

#### 3.3 PROPOSAL REQUIREMENTS.

- (a) Submissions: Respondents shall submit one (1) original of Section 5, Execution of Proposal, along with one (1) original and one (1) electronic copy of the Proposal on a USB Drive. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.
- (b) Costs: Respondents to this RFP are responsible for all costs of Proposal preparation.
- (c) TAMU-CC will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14 point font.
- (d) Contents: Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. 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.

- (1) Respondent Information: Section VII- Respondent's Questionnaire Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.
- (2) <u>Section V</u> Signed Execution of Proposal: Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.
- (3) <u>Section VI</u> Compensation and Fees: Provide requested information as directed.
- (4) <u>Proposed Products/ Services</u> With respect to each of the services outlined in Section 2.2, provide the detailed description of proposed (type of product/services). Provide separate Section for each product/services provided. Responses should include a general overview of your marketing and recruitment strategy. With specificity, we desire to know your strategy for fulfilling the requirements of this RFP.
- (5) Management and Project Approach Provide a general overview of organization the and its professional staffing. Provide credentials/certification/experience of everyone who will be assigned to this project. Identify all individuals by name and title that will provide support to the project. Please include information regarding any previous experience with marketing and recruitment for distance education graduate and professional programs. Please describe specific types of degrees and certificates that vendor has experience marketing. Please give examples of new enrollments that the vendor is responsible for achieving.
- (6) Experience and Qualifications: Describe services your organization has provided in the past 5 years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP.
- (7) <u>Section VIII</u> References: Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include project description, contact names, position, and

company name and telephone number for each reference listed.

(8) <u>Section VI</u> - Pricing Schedule: Provide a compensation schedule for each product/service to be performed in response to this RFP. This information should be included in Section 6.

#### 3.5 INQUIRIES

- (a) All inquiries shall be submitted in writing to Rachal Ganson, Senior Buyer by e-mail to Rachal.Ganson@tamucc.edu by May 16, 2024 at 12:00 am Central Daylight Time, 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 <a href="https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/bid-opportunties.php">https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/bid-opportunties.php</a> or <a href="https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU">https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU</a> 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 RFP, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFP 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 RFP.
- (d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a "blanket exception" to this entire RFP. If any Respondent takes a "blanket exception" to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration.

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

#### 3.6 PROPOSAL SUBMISSION.

- (a) All Proposals shall be received, and time stamped at TAMU-CC prior to **2:00 pm**, Central Daylight Time, on the date 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 RFP number and submittal deadline/RFP 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 and facsimile Proposals will not be accepted.
- (d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

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

### U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL

Texas A&M University-Corpus Christi Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731

#### HAND DELIVER TO:

Texas A&M University-Corpus Christi Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731 Hours- M-F prior to 5pm

- AggieBid
  - (https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU) One (1) electronic copy submitted via our electronic bid system. Respondents are required to register as a vendor within system. If you need assistance with vendor registration, please reach out to Jaggaer Supplier Support or call 800.233.1121.
- All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF.
- An unreadable electronic copy due to incorrect format may reflect negatively on your proposal.
- **3.8 PROPOSAL OPENING.** Proposals will be opened at:

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

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

#### 3.9 PROPOSAL EVALUATION AND AWARD.

- (a) TAMU-CC shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov't Code, Section 2155.074.
- (b) A committee will be established to evaluate the Proposals. The committee will include employees of TAMU-CC and other persons invited by TAMU-CC to participate.
- c) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

| <u>Criteria</u>                             | Weight |
|---|--------|
| Pricing                                     | 30%    |
| Ability to Meet the Needs of the University | 20%    |
| Proposed Services                           | 20%    |
| Experience and Qualifications               | 20%    |
| Value Added                                 | 10%    |
|   | 100 %  |
|   | 100 /0 |

- (d) The evaluation committee will determine if Best and Final Offers 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 <a href="http://www.window.state.tx.us/procurement/prog/vendor performance">http://www.window.state.tx.us/procurement/prog/vendor performance</a>).

#### **SECTION IV.**

#### **GENERAL TERMS AND CONDITIONS**

4.1 Any Contract awarded as a result of this RFP 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

| [1 ms Comment Template includes the basic provisions and requirements of a comment  |
|---|
| Contract Number:  |
| This Contract for Services (Contract) is entered into this day of, 20, by and between <b>Texas A&amp;M University – Corpus Christi</b> , 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. <u>SCOPE OF SERVICES</u> :<br>[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 Sectionof the RFP XX-XXXX or the attached Exhibit A "Statement of Work"  |
| 2. <u>TERM OF THE CONTRACT</u> : 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 will not exceed five (5) years.   |
| 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> :  |

A. This Contract is for the total amount of\_\_\_\_\_

- 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..

Contractor shall submit invoices to:

Copy of invoice to:

Texas A&M University – Corpus Christi attn.: Accounts Payable 6300 Ocean Drive, United #5733 Corpus Christi, Texas 78412 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-Texas rates, the state of according to rules, 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 this 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 30<sup>th</sup> day unless a discount has been arranged for more immediate payment.

E. The total of all payments made against this Contract shall not exceed \$

### [§3.E. may be deleted if there are no reimbursable expenses (travel, etc.) that add to total of Contract under §3.A]

#### 5.4. <u>CONTRACT DOCUMENTS</u>

The Contract Documents shall consist of the following (listed in order of precedence) <u>and</u> incorporated as part of this Contract:

- A. This Executed Contract;
- B. Exhibit "A" Statement of Work;
- C. Exhibit "B" The RFP and Addenda;
- D. Exhibit "C" Contractor's Proposal; and,
- E. Exhibit "D" Other Attachments.
- 6. <u>VENUE</u>: 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.
- 7. <u>GOVERNING LAW</u>: 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.
- 8. <u>SEVERABILITY</u>: 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.

#### 9. 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:

<u>Coverage</u> <u>Limit</u>

#### A. Worker's Compensation

Statutory Benefits (Coverage A) Employers Liability (Coverage B) Statutory \$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 |
|-------------|
| \$2,000,000 |
| \$1,000,000 |
| \$1,000,000 |
| \$ 300,000  |
| \$ 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.

<u>All insurance policies</u>, 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.

<u>All insurance policies</u> 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. <u>All insurance policies</u> 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 nonrenewal 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 to TAMU-CC's Contracts Administration at contracts@tamucc.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.]

- 10. <u>INDEPENDENT CONTRACTOR</u>: 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 its performance under this Contract and its conduct on TAMU-CC premises.
- 11. <u>ASSIGNMENT</u>: This Contract is not assignable without express written agreement of TAMU-CC and Contractor.
- 12. <u>INDEMNIFICATION</u>: 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.
- 13. FORCE MAJEURE: Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
  - 13. DISPUTE RESOLUTION: [ALTERNATIVE 1] To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, 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 TAMU-CC Contracts Administration, who shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim. This provision and nothing in this Agreement waives TAMU-CC's sovereign immunity to suit or liability and TAMU-CC has not waived its right to seek redress in the courts.

#### [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 TAMU-CC Contracts Administration or authorized designee. 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 proposals 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:

- (i) 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.
- (ii) Upon TAMU-CC's written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (iii) 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.
- (iv) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Contractor agrees that the agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 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. <u>NOTICES</u>: Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

| TAMU-CC:    | Attention: Contracts Administration E-mail: contracts@tamucc.edu |
|-------------|--|
| Contractor: |  |
| ( )         | Attention: Telephone: Email:                                     |

#### 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: To the extent that Texas Government Code, Chapter 2271 applies to this Contract, Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Contract. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.
- 18. <u>CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS:</u> 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 Contract may be terminated if this certification is inaccurate.
- 19. <u>VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES</u>: To the extent that Section 2274.002, Texas Government Code applies to this Contract, Contractor certifies (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Contract.
- 20. <u>VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES and TRADE ASSOCIATIONS</u>: To the extent that Section 2274.002, *Texas Government Code* applies to this Contract, Contractor certifies (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Contract.
- 21. <u>RECORDS RETENTION</u>: Contractor will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Contract and for seven years after the conclusion of the Contract.
- 22. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING: Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this 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.
- 23. <u>NOT ELIGIBLE FOR REHIRE</u>: Contractor is responsible for ensuring that its employees involved in any work being performed for TAMU-CC under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event TAMU-CC becomes aware that Contractor has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMU-CC.
- 24. <u>LIMITATIONS</u>: 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

Contract, 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 Contract constitutes or is intended to constitute a waiver of TAMU-CC's or the State's sovereign immunity to suit.

- 25. <u>CONFLICT OF INTEREST:</u> By executing this Contract, 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 Contract, or in the services to which this Contract relates, or in any of the profits, real or potential, thereof.
- 26. <u>ENTIRE AGREEMENT</u>: 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.

| [insert Contractor Name] | Texas A&M University – Corpus Christi |
|--------------------------|---------------------------------------|
| By:                      | By:                                   |
| Name:                    | Name:                                 |
| Title:                   | Title:                                |
| Dated:                   | Dated:                                |

### 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 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.

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

# Section VI. Pricing & Delivery Schedule

### **Proposal Pricing Summary.**

Please provide a detailed pricing schedule as specified below. Pricing should include all costs necessary to perform the work and services as specified in Section II. Costs that are not document will not be accepted:

|  | START UP | FULL 1 | FULL 2 | FULL 3 | Cumulative Total |
|--|----------|--------|--------|--------|------------------|
| Enrollment - Average Annual                            |          |        |        |        | -                |
| Gross Tuition Revenue                                  | \$0      | \$0    | \$0    | \$0    | \$0.00           |
| Vendor Fees:   |          |        |        |        |                  |
| Marketing and Advertising                              |          |        |        |        |                  |
| Strategy and Project Management                        |          |        |        |        | \$0              |
| Forecasted University Media Spend (University Expense) |          |        |        |        | \$0              |
| Marketing - Paid Media                                 |          |        |        |        | \$0              |
| Marketing - Non Paid (Organic Search, SEO)             |          |        |        |        | \$0              |
| Other (please specify)                                 |          |        |        |        | \$0              |
| Other (please specify)                                 |          |        |        |        | \$0              |
| Other (please specify)                                 |          |        |        |        | \$0              |
| Total Marketing & Advertising                          | \$0      | \$0    | \$0    | \$0    | \$0              |
| Student Recruitment and Enrollment Management          |          |        |        |        |                  |
| Strategy and Project Management                        |          |        |        |        | \$0              |
| Admissions   |          |        |        |        | \$0              |
| Student Support Retention                              |          |        |        |        | \$0              |
| Other (please specify)                                 |          |        |        |        | \$0              |
| Other (please specify)                                 |          |        |        |        | \$0              |
| Total Recruitment & Enrollment Management              | \$0      | \$0    | \$0    | \$0    | \$0              |

#### SECTION VII

#### RESPONDENT'S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, Texas A&M University-Corpus Christi will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M University-Corpus Christi reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

| 7.1 | Comp | pany | Profile | • |
|-----|------|------|---------|---|
|     |      |      |         |   |

| • | Number of Years in Business:  |
|---|---|
|   | Type of Operation: Individual Partnership Corporation Government            |
|   | Number of Employees:(company wide) Number of Employees:(servicing location) |
|   | Annual Sales Volume:(company wide) Annual Sales Volume:(servicing location) |

- State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by Texas A&M University-Corpus Christi.
- Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by Texas A&M University-Corpus Christi.
- Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Texas A&M University-Corpus Christi.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- Please list below any exceptions to the requirements of this Request for Proposal.

Christi RFP4-0004 Page 25 of 25

Rev. 09/15



### Section VIII. REFERENCES

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:

<u>List must include a contact name and current phone number.</u>

| Company Name           |  |
|------------------------|--|
| Address:               |  |
| City, State, Zip code: |  |
| Contact Person:        |  |
| Telephone Number:      |  |
| Dates of Service:      |  |
| Company Nama           |  |
| Company Name           |  |
| Address:               |  |
| City, State, Zip code: |  |
| Contact Person:        |  |
| Telephone Number:      |  |
| Dates of Service:      |  |
|                        |  |
| Company Name:          |  |
| Address:               |  |
| City, State, Zip code: |  |
| Contact Person:        |  |
| Telephone Number:      |  |
| Dates of Service       |  |