



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

**REQUEST FOR PROPOSAL**

**RFP Number:**  
**RFP1-0006**

**Market and Recruit for the Online Master of Business Administration and  
Master of Accountancy Programs and Design Related Online Courses**

**PROPOSAL MUST BE RECEIVED BEFORE:**

**2:00 p.m. Central Time on October 14<sup>th</sup>, 2021**

**MAIL PROPOSAL TO:**

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

**HAND DELIVER AND/OR  
EXPRESS MAIL TO:**

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 **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: 08/16/2021**

**REFER INQUIRIES TO:**

William Felsberg  
Texas A&M University-Corpus Christi  
Procurement & Disbursements Department  
361-825-3434  
Email: [william.felsberg@tamucc.edu](mailto:william.felsberg@tamucc.edu)

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## SECTION 1

### GENERAL

- 1.1 SCOPE.** The Texas A&M University-Corpus Christi (TAMU-CC) seeks a dedicated partner to design, market, and recruit for online courses, certificates and degree programs in accordance with the specifications contained in this Request for Proposal (“RFP”). In particular, the services requested herein and to be provided under any contract(s) awarded, as a result of this RFP, are for marketing, recruiting, evaluating applications, admissions support, and support services for online program design. The online programs and services must be delivered and assessed in a way that upholds and enhances the academic reputation and accreditation of a research university.

The University offers challenging undergraduate, graduate, and professional programs for outstanding students from Texas, the nation, and other countries. It is seeking to expand its online student enrollments, establish a partnership to provide a high quality program for students seeking both undergraduate and graduate degrees.

**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 CONTRACT TERM.** The services requested shall be provided for a period of five (5) years, beginning April 10<sup>th</sup>, 2022, or the last signature date, whichever is later. The University shall have the right, at its option, to renew this agreement for up to two (2) additional 2-year terms.
- 1.3 COMPENSATION.** Payment terms, unless otherwise stated in the RFP, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions.
- 1.4 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.
  - (f) May – denotes an advisory or permissible action.
  - (g) Must – denotes actions that are considered mandatory by the Contractor.
  - (i) Protected Information – defined as data or information that has been designated as private or confidential by law or by the University. Protected information includes, but is not limited to, employment records, student records, education records, personal financial records (or other personally identifiable information), research data, trade secrets, and classified government information. Protected Information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the University or proper legal authority.
  - (j) Shall – denotes actions which are considered mandatory by the Contractor
  - (k) Should – denotes desirable action
  - (l) State – denotes The State of Texas
  - (m) System – denotes the Texas A&M University System
  - (n) University – Texas A&M University-Corpus Christi

(o) Will – denotes actions expected of the Contractor to achieve project goals.

**1.5 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 2

### STATEMENT OF WORK

#### 2.01 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:

#### 2.02 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.

The Universities degrees include  
47 bachelor's degrees  
31 master's degrees  
7 doctoral degrees and  
a terminal MFA in fine arts

As of Fall 2020, the student body consisted of 8,483 undergraduates and 2,337 graduate students supported by 421 full-time faculty and 1,052 other employees.

More information about the university can be found on our web pages, including information about our programs and our mission and strategic plan.

#### 2.03 Scope of Work

The goal of this project is to partner with a Contractor to design, market, recruit, and admit online Master of Business Administration and Master of Accountancy students to Texas A&M University-Corpus Christi through high quality online programs leading to increased online undergraduate and graduate enrollments.

#### 2.04 Services to be Provided/Required Information

The following information should be included in an RFP response:

The Vendor selected to design, market, and recruit for online courses, certificates and degree programs must demonstrate evidence of having successfully implemented and maintained the requested services in other comparable settings, and possesses a minimum of 3 years successful track record in the higher education industry.

##### A. Marketing and Recruiting

- (1) Vendor must demonstrate its capabilities, actual experience, and expertise in marketing online education programs and recruiting prospective students for such programs in Texas as well as on a regional, national and global basis. Vendor should address any specific initiatives or

innovations it has introduced to do so. Vendor should demonstrate significant experience working in Texas, marketing online education programs.

- (2) Vendor must identify the services it will provide to contact and assist both enrolled and prospective students in the University's online education programs. Such assistance includes aiding prospective students in completing and submitting applications, providing required information such as transcripts, tracking application progress, completing financial aid applications, registering for class, making payments to the University and advising.
- (3) Vendor must identify any firms or entities with which it has agreements or arrangements in support of its recruitment and marketing of online education services that could be made available for use by the University. Specifically, Vendor should address how it would leverage its existing relationships with organizations such as school districts, healthcare systems and businesses across the United States that may sponsor prospective students. Vendor must also indicate how it would pursue new relationships to market and promote the University's online programs.
- (4) Vendor must describe its proposed approach for developing and implementing an in-state and out-of-state marketing and recruitment plan for the University's online education programs. In doing so, Vendor should identify the University's involvement in developing and implementing such a plan. Vendor must also identify how it would measure the effectiveness of such a plan.
- (5) Vendor must state how it proposes to identify specific groups or markets it would target for its marketing and recruitment activities, and demonstrate its experience and expertise in marketing for high volume degree programs that have reached scale online. Vendor must demonstrate its ability to effectively market, advertise and recruit a diverse body of students for online courses, certificates and degree programs.
- (6) Vendor must work in collaboration with TAMUCC staff to create high quality and effective marketing campaigns, materials and reusable marketing communications and design templates as needed for both undergraduate and graduate online education courses. Campaign to be developed for both internal and external marketing and enrollment initiatives.
- (7) Vendor must describe how they will align marketing deliverables with reasonable compliance to accessibility standards (Web Content Accessibility Guidelines 2.0 Level AA) and 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). Vendor must demonstrate its ability to market to a diverse population of all abilities.

## **B. Enrollment Management and Student Retention Services**

- (1) Vendor must describe its process to assist the University in managing enrollments in online programs. For example, the Vendor must address the application process, communications plan, academic calendar, payment processes and deadlines, training and overall streamlining of the enrollment process. Vendor must identify its processes for ensuring student retention including: helping students who are having academic difficulties find institutional support services; helping students meet registration and payment deadlines; and, monitoring and assisting students who appear to have dropped out of online classes, certificates or degree programs reengage in their coursework.
- (2) Vendor should describe its process for tracking the placement success of graduates. Employment data should be reported for 30/60/90 day intervals post-graduation.
- (3) Vendor should share its student services process to identify the benefits it provides the University to increase retention rates, graduation rates and timely degree completion.
- (4) Vendor should demonstrate how it will integrate data and streamline processes to effectively administer enrollment and retention services.

- (5) Vendor should assist in structuring multiple starts in a way that assures financial aid eligibility.

### **C. Strategic Initiatives**

- (1) Vendor should demonstrate its capabilities to provide strategic services to the University including new products and services, and program expansion.
- (2) Vendor should address its expertise and experience to assist the University in instructional design and implementation of online programs that increase learning outcomes and the overall quality of online courses.

### **D. Project Implementation and Technology**

- (1) Vendor must describe its expertise and implementation strategy to work with the University's departments, services, and divisions. This includes, but is not limited to, University administration, enrollment management, admissions, retention services, instruction technology services, information security offices, the Office of Online Education, legal offices, institutional research, business and fiscal offices.
- (2) Vendor must describe its ability to monitor student progress in all stages of the enrollment process. This must include the integration strategy and process of integration with the University's information technology systems.
- (3) Vendor must describe the data transfer requirements that will be needed in order to ensure effective student recruitment, enrollment and retention services.
- (4) Vendor must describe the data that the University will need to provide, the frequency of data transfer and the mechanism for data transfer.
- (5) Vendor must describe how it will manage integration and data sharing between public websites and internal data sources, such as ERP, CRM, and LMS.
- (6) Vendor must describe the quality control and measurement processes used to ensure a positive student learning experience.

### **E. Financial Terms**

Vendor should provide a pricing model(s) for the implementation and operation of online education services at the University. Specifically, Vendor should address its ability to finance the up-front implementation and operation costs for the University's online education program. Vendor must identify its experience and expertise in assisting institutions of higher education in complying with state and federal financial aid regulations as they relate to accelerated courses, sequential courses and online courses. In its proposal, Vendor must address how its own financial status and condition makes it suitable to provide the financing solutions it proposes.

## **2.05 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.

## **2.06 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.

## 2.07 Ownership & Use of Work Material

- A. All data provided by University to Contractor or created by Contractor or any subcontractor in connection with the Work for University (collectively, "Work Material"), whether or not accepted or rejected by University, is the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- B. Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.
- C. Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Services or otherwise. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- D. The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

## 2.08 Confidentiality and Safeguarding of University Records / Press Releases / Public Information

Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from University Records will result in Contractor's exclusion from eligibility to contract with University for at least five (5) years.

Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.



- A. **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- B. **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- C. **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- D. **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- E. **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Government Code.
- F. **Termination.** In addition to any other termination rights set forth in the Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate the Agreement without opportunity to cure.
- G. **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

## 2.09 Access by Individuals with Disabilities

Contractor represents and warrants (EIR Accessibility Warranty) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (EIRs) comply with applicable accessibility standards (Web Content Accessibility Guidelines 2.0 Level AA) and requirements set forth in 1 TAC Chapter 213 and 1 TAC §206.70 (ref. Subchapter M, Chapter 2054, Texas Government Code). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.

## 2.10 EIR Environmental Specifications

APPENDIX ONE, EIR Environment Specifications, establishes specifications, representations, warranties and agreements related to the environment specifications of EIR that Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in APPENDIX ONE, EIR Environment Specifications, are binding on Contractor. Contractor agrees to perform Work in compliance with APPENDIX ONE, EIR Environment Specifications.

## SECTION 3

### 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.

<u>Event</u>	<u>Date</u>
Issue RFP	08/16/2021
Deadline for Submission of Questions	09/17/2021
Deadline for Submission of Proposals	10/14/2021
Opening	10/14/2021
Expected Award of Contract	11/29/2021
Expected Contract Start Date	04/10/2022

#### 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 seven (7) digital/electronic media copies (i.e. flash drive) of the Proposal. 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 7 - 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) **Section 5** – 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) **Section 6** – Compensation and Fees: Provide requested information as directed. Provide a compensation schedule for each product/service to be performed in response to this RFP, including an estimated maximum amount. Please see Section 6 for more details.
- (4) **Proposed Products/ Services**: With respect to each of the services outlined in Section 2.01, provide the detailed description of proposed (type of product/services). Provide separate Section for each product/services provided. If a vendor wishes to provide additional services not specified in the RFP, please include any details in your proposal. This should include a detailed list of pricing.

Proposers must:

- Demonstrate an understanding of the nature of the project and explain in detail how its proposal will best meet the needs of Texas A&M University-Corpus Christi.
  - Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing and describe the approach to project management and quality assurance.
  - Address in separate sections the requirements related to Marketing, Curriculum Design, Recruiting, Application Preparation Support, Retention, and Protected Data and Service Levels.
  - Identify deliverables expected from the University
  - Provide names and contact information for key point-of-contact for the University along with names and contact information of Proposer employees who would be working with the University during the contemplated term. Proposer shall include background information and individual resumes for the personnel assigned to the contemplated contract, and process for assigning staff to ensure that required skills, knowledge, education, and experience supports the needs of Texas A&M University-Corpus Christi.
  - Describe how the company ensures that it does not have other contracted partner universities competing with each other for the same students and the same degree programs. Share existing competing programs and institutions that are currently clients.
- (5) **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.
  - (6) **References**: Include a minimum of three (3) references from clients of an equivalent size to Texas A&M University-Corpus Christi for whom similar services have been performed or products were provided. Include project description, contract names, position, and company name with telephone number for each reference listed. In addition, if the company has worked with Texas A&M University System member institutions in the past five (5) years, include the institution name, department, name, department contact, and a brief description of the work performed.

### 3.4 INQUIRIES

A All inquiries shall be submitted in writing to William Felsberg at facsimile 361-825-2772 or by e-mail to William.felsberg@tamucc.edu by **09/17/2021 at 2:00 pm** 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 Electronic State Business Daily, available at <http://esbd.cpa.state.tx.us/> and the TAMU-CC Purchasing website at <http://falcon.tamucc.edu/~purchase/bids/bidopportunities.htm> . 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.

### 3.5 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.

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

<p><b>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL</b></p> <p>Texas A&amp;M University-Corpus Christi                  Purchasing Department                  6300 Ocean Drive, Unit 5731                  Corpus Christi, TX 78412-5731</p>	<p><b>HAND DELIVER TO:</b></p> <p>Texas A&amp;M University-Corpus Christi                  Purchasing Building                  6300 Ocean Drive, Room 115A                  Corpus Christi, TX 78412-5731  <b>Hours- M-TH prior to 5pm (Fri 3pm)</b></p>
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### 3.7 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.

**3.8 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>	<u>Weight</u>
Ability to Provide Specified Services	40%
Financial Proposal	30%
Staffing and Marketing Plan	10%
Company Experience and Qualifications	15%
Value Added Services	<u>5%</u>
	100 %

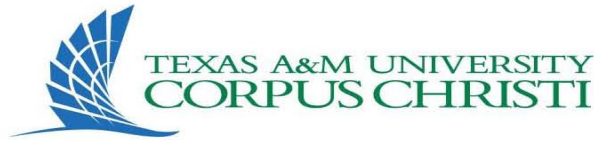
D The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their 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 [http://www.window.state.tx.us/procurement/prog/vendor\\_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance) ).

## SECTION 4

## 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

*[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 RFP XX-XXXX or the attached Exhibit A "Statement of Work".

**2. TERM OF THE CONTRACT**

The effective date of this Contract is \_\_\_\_\_ and the Contract shall terminate on \_\_\_\_\_.

**3. COMPENSATION AND METHOD OF PAYMENT**

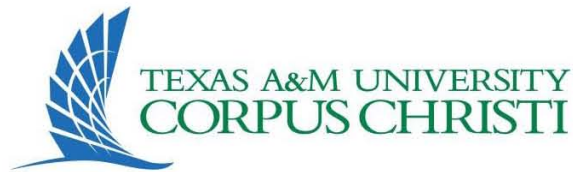
A. This Contract is for the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

**[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.



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 (<http://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 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 \$ \_\_\_\_\_.

4. CONTRACT DOCUMENTS

The contract documents shall consist of the following (listed in order of precedence) attached to and 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.



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**

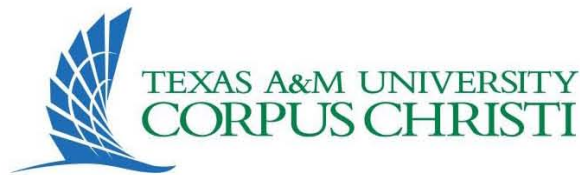
1) Contractor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to 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:**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
<b>A. <u>Worker’s Compensation</u></b>	
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**

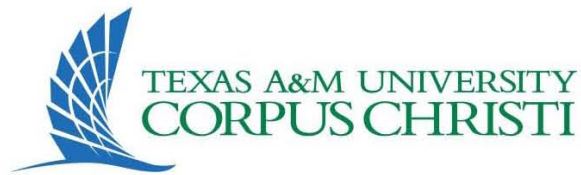
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$ 300,000
Medical Payments	\$ 5,000

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 1<sup>st</sup> class mail to TAMU-CC's Contracts Manager at 6300 Ocean Drive, MS 5731, Corpus Christi, Texas 78412 – [contracts@tamucc.edu](mailto: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.]

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.

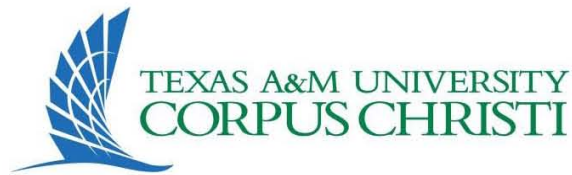
**[ALTERNATIVE 2]**

**[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

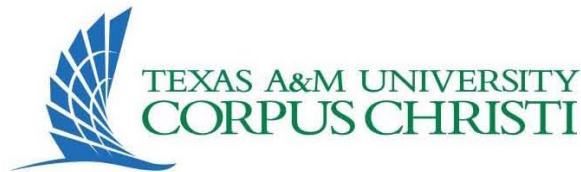
A. CHILD SUPPORT: A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a 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.**

(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 is 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*.

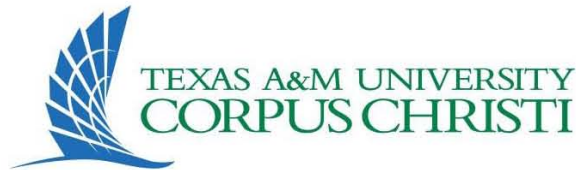
**G. LOSS OF FUNDING:** Performance by TAMU-CC under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds then TAMU-CC will issue written notice to Contractor 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.

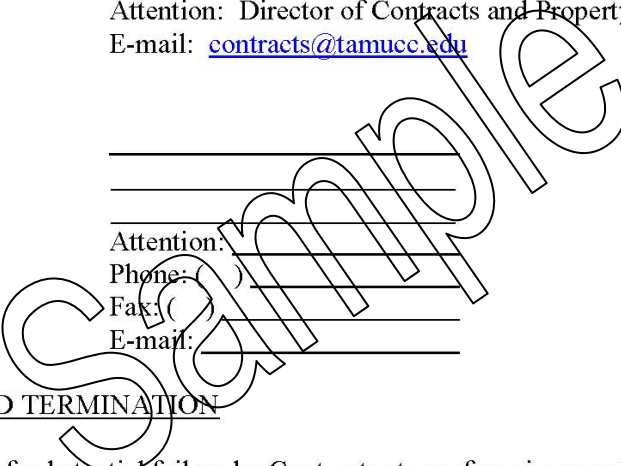
**15. NOTICES:** Any notice required or permitted under this Contract must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States



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 reasonable 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:

TAMU-CC: 6300 Ocean Drive, MS 5731  
 Corpus Christi, Texas  
 Attention: Director of Contracts and Property  
 E-mail: [contracts@tamucc.edu](mailto:contracts@tamucc.edu)

Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

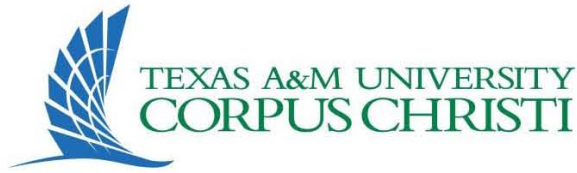


16. DEFAULT AND TERMINATION

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. 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.

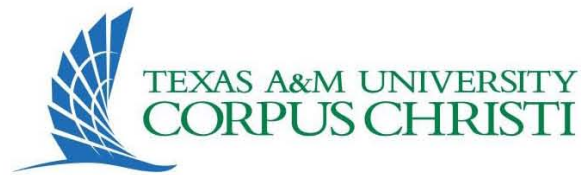
In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONTRACTOR:

TEXAS A&M UNIVERSITY  
CORPUS CHRISTI

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

Sample



**[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 5  
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.**

<p style="text-align: center;"><b>Section 6</b> <b>Pricing &amp; Delivery Schedule</b></p>
--

**Proposal Pricing Summary.**

Please provide a schedule of fees for all proposed services. This pricing must be all-inclusive – any fees not included in the bid pricing will not be allowed.

- 1) TAMU-CC anticipates awarding a fixed price contract.
- 2) TAMU-CC will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- 3) The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

## SECTION 7

**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 Company 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.

**Section 8  
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:

List must include a contact name and current phone number.

**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: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

## APPENDIX ONE

### ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

The specifications, representations, warranties and agreements set forth in Proposer's responses to this APPENDIX ONE will be incorporated into the Agreement.

University is primarily a Microsoft products environment.

#### Basic Specifications

- 1) If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
  - a) Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
  - b) Operating System and Version:
  - c) Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
  - d) Application Server:
  - e) Database:
  - f) Other Requirements: Are any other hardware or software components required?
  - g) Assumptions: List any assumptions made as part of the identification of these environment requirements.
  - h) Storage: What are the space/storage requirements of this implementation?
  - i) Users: What is the maximum number of users this configuration will support?
  - j) Clustering: How does the EIR handle clustering over multiple servers?
  - k) Virtual Server Environment: Can the EIR be run in a virtual server environment?
- 2) If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
  - a) Describe the audit standards of the physical security of the facility; and
  - b) Indicate whether Proposer is willing to allow an audit by University or its representative.
- 3) If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
- 4) If the EIR requires special client software, what are the environment requirements for that client software?
- 5) Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training.
- 6) Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

#### Security

- 1) Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project (OWASP) Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. University will not take final delivery of the EIR if University determines there are serious vulnerabilities

- 2) Which party, Proposer or University, will be responsible for maintaining critical EIR application security updates?
- 3) If the EIR is hosted, indicate whether Proposer's will permit University to conduct a penetration test on University's instance of the EIR.
- 4) If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

### **Integration**

- 1) Is the EIR authentication Security Assertion Markup Language (SAML) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?
- 2) Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
- 3) What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?
- 4) Does the EIR have an application programming interface (API) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
- 5) Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University's modifications be protected in future upgrades?
- 6) Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

### **Accessibility Information**

Proposer must provide the following, as required by [1 TAC §213.38\(b\)](#):

- 1) Accessibility information for the electronic and information resources (EIR)<sup>1</sup> products or services proposed by Proposer, where applicable, through one of the following methods:
  - a) URL to completed Voluntary Product Accessibility Templates (VPATs)<sup>2</sup> or equivalent reporting templates;
  - b) accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
  - c) URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and
- 2) Credible evidence of Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

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<sup>1</sup> Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(6\)](#).

<sup>2</sup> Voluntary Product Accessibility Templates are defined in [1 TAC §213.1 \(19\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.