



TEXAS A&M UNIVERSITY

COMMERCE

Procurement Services

Request For Proposal (RFP)

RFP Number



TEXAS A&M UNIVERSITY

COMMERCE

**Texas A&M University-Commerce
Request For Proposals (RFP)**

RFP Number

Issued Date

Response Date

3:00 PM

RFP:
DATE:

EXECUTION OF OFFER

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

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at TAMUS' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of TAMUS;
- (v) Respondent has not been an employee of TAMUS within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xii) under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this

RFP:
DATE:

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; and,
(xiii) under Section 2155.004, 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.

RESPONDENT should give Payee Identification Number (PIN) (Formally Vendor ID), full firm name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFQ, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

RFP:
DATE:

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TAMUS.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 20 .

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

RFP:
DATE:

FELONY CONVICTION NOTIFICATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Supplier's Name: _____

Authorized company official's name (printed): _____

Date: _____

Please choose one, per the below listed criteria:

1. My firm is not owned or operated by anyone who has been convicted of a felony:

Company Representative-Printed Name

Signature

2. My firm is owned or operated by an individual(s) who has/have been convicted of a felony:

Name of felon(s)

Reason for conviction: _____

Information submitted by: Print Name

Signature

3. This company is a publicly held Corporation; therefore, we are exempt from this requirement.

Company Representative-Printed Name

Signature

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH
RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET
WILL RESULT IN THE REJECTION OF YOUR SUBMISSION**

RFP:
DATE:

[PROPOSAL NAME]

PROPOSAL FORM

Proposal of _____ (hereinafter called "respondent") organized and existing under laws of the State of _____ doing business as () a Corporation, () a Partnership, () an Individual to Texas A&M University-Commerce (hereinafter called "Owner").

In compliance with University's Advertisement for Proposals, Respondent hereby agrees to provide the services contained herein, in strict accordance with Contract Documents.

By submission of this Proposal, each Respondent certifies that this Proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this proposal with any other Respondent or with any competitor.

Respondent agrees to provide all the services describe in the Contract Documents.

Vendor Proposal: Attach detailed proposal, examples, including any plan drawings and/or artist renderings hereto.

_____ Company	_____ Name (Signature)
_____ Address of Company	_____ Name (Typewritten)
_____ City, State and Zip	_____ Title
_____ Telephone	_____ Date
_____ Fax	
_____ Email Address	

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION

TEXAS A&M UNIVERSITY-COMMERCE
PROCUREMENT SERVICES & HUB PROGRAM

REQUEST FOR PROPOSAL

RFP NUMBER

B900150

Class Rings & Nursing Pins

**PROPOSAL MUST BE RECEIVED BEFORE:
3:00 PM Central Time, December 4, 2018**

PROPOSALS SHOULD BE UPLOADED TO:

<https://dms.tamuc.edu/Forms/Bid>

OTHER SUBMITTAL OPTIONS INCLUDE:

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

Texas A&M University-Commerce
Procurement Services
McDowell Administration Bldg., Rm. 180
2600 S. Neal Street
Commerce, Texas 75428

Show RFP Number, Opening Date and Time on Return Envelope

Proposal must be received in the Texas A&M University-Commerce Procurement Services office before the hour and date specified for receipt of proposal. If it is not received in the department by due date and time, the proposal will be considered late and will be returned to the respondent.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121 - 2156.127, 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.

REFER ALL INQUIRIES TO:

Travis A. Ball, CTPM, MS
Texas A&M University-Commerce
Chief Procurement Officer
Phone: 903-886-5060
Fax: 903-886-5039
Email: Travis.Ball@tamuc.edu

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Attachments:

Execution of Offer
 Non-Collusion Affidavit
 Felony Conviction Notification
 Proposal Form
 Insurance Requirements
 Bid Bond
 Performance Bond
 Payment Bond
 HUB Subcontracting Plan Form
 Specification Package (if applicable)

SECTION 1 GENERAL

1.1 Scope

Texas A&M University-Commerce (herein referred to as University) is soliciting proposals from qualified vendors and intends to enter into an exclusive agreement to market and sell the TAMUC Official Class Rings and Nursing Pins. University is an institution of higher education located on US 50, Commerce, TX. It is the intention of University to contract with a single company to provide these services for the University campus. Vendor must have demonstrated competence in providing these services and must have the qualifications necessary to perform the services outlined in this RFP.

The services will be provided in accordance with the terms, conditions, requirements, and specifications set forth in this RFP. Specifications are set forth as an attachment to this RFP and will become a part of the contract as if written herein. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the University.

1.2 History

Texas A&M University-Commerce was founded in 1889 as East Texas Normal, and at various times has been known as East Texas State Normal College; East Texas State Teachers College; East Texas State College; East Texas State University and became a component of the Texas A&M University System in 1996. The University is located in Commerce, Texas, approximately sixty-five (65) miles northeast of the Dallas/Fort Worth Metroplex.

Texas A&M University-Commerce is a multi-purpose, regional state university, serving the people of Texas, as well as out-of-state and international students. As a center of learning, Texas A&M University-Commerce accepts its responsibilities for teaching, scholarly research and creative activities, and public service.

Texas A&M University-Commerce encourages an active intellectual environment by supporting scholarly research and creative activities that advance human achievement and stimulate the intellectual growth of both faculty and students.

Texas A&M University-Commerce provides educational programs necessary for professional success of personal growth, and responsible citizenship. Through both formal and informal activities, students have the opportunity to acquire knowledge; learn reasoning and communication skills; examine their goals, values and potentialities; and, develop an enduring commitment to learning.

Texas A&M University-Commerce serves its region by providing information, facilities, research and resources to address the needs of its constituency and by sharing its public educational programs, cultural activities, and the expertise of its personnel. The University also has a presence at the Universities Center at Dallas, at the Metroplex Center in Mesquite, at the Navarro Campus in Corsicana, and at the Navarro Campus in Midlothian.

1.3 Contract Term

The original contract period for an agreement resulting from this RFP will be from the date of award for a period of five (5) years with the option to renew for an additional five (5) year period, providing all terms and conditions of the original agreement remain the same and the extension is mutually agreed upon by all parties.

1.4 Texas A&M University-Commerce HUB Policy and HUB Subcontracting Requirements

It is the policy of Texas A&M University-Commerce to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in Texas A&M University-Commerce contracting and purchasing.

1.4.1 HUB Subcontracting Plan (Required if Subcontractors will be used during Services)

Subcontracting opportunities are NOT anticipated for this RFP; therefore a HUB Subcontracting Plan (HSP) is NOT required. In the event that the RESPONDENT determines a subcontractor(s) will be used, the RESPONDENT WILL BE required to make a good faith effort and complete the State of Texas HUB Subcontracting Plan found at: <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

FAILURE TO SUBMIT A COMPREHENSIVE, ACCEPTABLE HUB SUBCONTRACTING PLAN (only if subcontractors will be used by the RESPONDENT for these services) WILL BE CONSIDERED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE RFP AND WILL RESULT IN REJECTION OF THE RESPONSE.

Please contact Texas A&M University-Commerce's Chief Procurement Officer, Mr. Travis Ball, at Travis.Ball@tamuc.edu for assistance with completion of requirements as stated.

1.5 Mandatory Pre-Proposal Conference

There /will not be a Mandatory Pre-Proposal Conference for this solicitation.

Date: N/A
Time: N/A
Location: N/A

SECTION 2 STATEMENT OF WORK

2.1 Goal

TAMUC seeks to contract with a single vendor to provide TAMUC's official class ring and nursing pins. Vendor will submit a proposal that includes all necessary items that are needed to perform the complete scope of work.

2.2 Scope:

1. CLASS RINGS

- A. TAMUC seeks to contract with an exclusive contractor to provide product, service and support of a class ring tradition for students and alumni. Selected respondent will be responsible for maintaining a partnership that includes marketing and selling the class ring.
- B. Existing TAMUC official ring design to be offered in various sizes (tiny, small, medium, large) available in 10kt, 14kt and 18kt yellow or white gold should be offered under the contract. Additionally, non-precious metal options approved by TAMUC must be made available.
- C. TAMUC Ring design dictates history and legacy, customizable engraving inside of ring, or other approved customization, including TAMUC ring number sequence required.

2. NURSING CEREMONY PINS

- A. TAMUC seeks for respondent to be able to provide ceremony pins for multiple nursing events annually.
- B. Existing TAMUC pin design to be available in various metal options to ensure affordability.

3. SERVICE AND PROPOSAL REQUIREMENTS

- A. Respondent should provide with their response customer forms/documents covering, in detail, customer service policy, return policies and procedures, ring warranty, available payment plans, payment methods, applicable fees (such as for resizing), etc.
- B. Respondent should provide information regarding available trade-in or upgrade options for rings.
- C. Respondent shall describe the operations and management plan, including methods by which customers can place orders (e.g. e-mail, website, through University, etc)
- D. Respondent should provide expected timeline from order date to ring delivery.
- E. Respondent should understand that regarding university's official ring design which was created and approved prior to 1996, TAMUC is not looking to redesign.
- F. **Marketing Plan:** Respondents should include information regarding how they will market class ring to alumni, junior and senior-level students, and parents. Provide details on the

elements of your company's program, including sales strategy, promotional/marketing materials, campus visits, and any other contact from your company.

- G.** Contractor shall be able to maintain a staff of properly trained and experienced personnel to ensure performance under the contract. A designated representative, responsible for coordination and administration of TAMUC's needs shall be designated under the contract.
- H.** Contractor will be responsible for all costs associated with marketing and ordering of the rings. These costs include all advertising, flyers, postage, and any other personal contact opportunities. All marketing items must be approved by TAMUC prior to being utilized/dispersed.
- I.** Contractor will work with University to establish eligibility for ring purchases.
- J.** TAMUC plans to hold a ring ceremony each semester. Respondent must provide information on experience with assisting schools in holding their ring ceremonies. Include expenses that will be borne by company for the ceremony.
- K.** Contractor should be able to have a representative present at TAMUC Graduation Fairs, which are held in the fall and spring, possibly summer.
- L.** Respondents shall submit pricing competitive with the current market for all available ring styles.
 - i. Pricing for year one of the contract must remain fixed. All price increases after the first year must be submitted to TAMUC in writing and must be approved in writing. Such increases must be based on documented increase in costs of materials used or other Contract costs.
 - ii. In response, describe pricing factors that may affect prices under the Contract and information on standard tools used to calculate cost.
- M. Financial Considerations:** Proposals shall include all financial considerations to be evaluated, to include any monthly or annual fee guarantee to be paid to TAMUC.
 - i. Respondents shall clearly identify proposed commission breakdown and schedule, any guarantees, and/or bonus information.
 - ii. Respondents are encouraged to propose additional opportunities, such as scholarship programs, sponsorship programs for student activities, alumni/staff discounts, and other mutually acceptable partnerships.
 - iii. Respondents are encouraged to be creative in response to the University's goal of enhancing and marketing a ring tradition on the TAMUC campus, example, replica displays, annual contributions to the ring tradition program.
- N. Reporting Requirements**
 - i. Respondents shall submit monthly reports.
 - ii. Submitted reports should include, at a minimum: individual order number, ship date, customer name, year of graduation, ring description (materials used, ring style, ring price) commission earned by TAMUC; total number of rings ordered and shipped each month and YTD should be included as well.
 - iii. Respondents should submit sample reports as part of the response to the RFP.

SECTION 3 SELECTION PROCESS

3.1 Selection Process

University will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal, give preference to a consultant whose principal place of business is in the state or who will manage the consulting contract wholly from an office in the state.

The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of University, as well qualified and offering the greatest benefits, experience and value to University. University may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

Should University determine in its sole discretion that only one RESPONDENT is fully qualified, or that one vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that RESPONDENT. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.

Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by University during the evaluation process.

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

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

University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

University reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive vendor.

Respondent may be requested to provide an on-site presentation. Respondent will be notified in writing for the detailed invite. The date has not been set for presentations, but we will communicate that if your company is selected to present.

**SECTION 4
GENERAL INFORMATION**

4.1 Submittal Deadline and Location

All proposals must be received by Texas A&M University-Commerce Procurement Services Department **no later than 3:00 P.M. CENTRAL TIME, DECEMBER 4, 2018** “RFP B900150”.

Proposals are to be submitted online at <https://dms.tamuc.edu/Forms/Bid>

Alternatively, we will accept proposals:

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL SUBMITTAL TO:
Texas A&M University-Commerce
Procurement Services Department
McDowell Administration Bldg., Rm. 180
2600 S. Neal St.
Commerce, Texas 75428**

Late proposals will not be considered under any circumstances. Late proposals properly identified will be returned to the Respondent unopened.

Telephone and/or facsimile (Fax) proposals are not acceptable under any circumstances.

4.2 Notice of Texas A&M University-Commerce Holidays – Offices Closed

Texas A&M University-Commerce offices will be closed for the agency’s holidays as indicated below:

Thanksgiving Holiday, November 22-23, 2018

Telephone calls and emails will not be answered, and mail and deliveries will not be received during these holiday periods. Respondents are advised to consider these dates when scheduling telephone calls, emails, and mailing or delivery of proposal responses.

4.3 Alternate Submittal Instructions

Proposal responses including Execution of Offer must be signed by the Respondent’s company official authorized to commit such proposals.

Submit the entire file online through the website listed above OR submit one (1) original printed copy and one (1) External Storage Device, or “Jump Drive”, with a single file of the complete proposal. Failure to do so may be grounds for rejection of your response.

Proposal response package (envelope/box/carton) must indicate on the lower left-hand corner the Respondent’s company name and address, and the RFP number and opening date.

NOTE: All electronic copies or “Jump Drive” copies must either be in **Microsoft Office Software or Adobe Portable Document Format (PDF)**. The original signature on ONE (1) hard copy will serve as the official signature of record for all electronic copies.

4.4 Special Requirement for Respondents

[Not applicable or already specified in other parts of this RFP.]

4.5 Proposal Content and Components

4.5.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements and specifications set forth in this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the requirements and specifications set forth in this RFP.

4.5.2 Respondents are requested to submit a proposal that represents their best offer, as Texas A&M University-Commerce does not anticipate utilization of the "Best and Final Offer" process.

4.5.3 Proposal text is to be typed single-spaced on one side of each page. All pages are to be on 8 ½ X 11-inch paper with all pages numbered sequentially and correspond with the table of contents.

4.5.4 **The following information is to be returned as part of your proposal response. Proposals submitted without this information will be evaluated accordingly:**

- Signed Execution of Offer
- Completed Proposal Form
- Felony Conviction Notification
- Non Collusion Affidavit
- Demonstrated Experience and Qualifications
- Company Information
- References
- Pricing in accordance with the specifications
- Copies of all addenda that may be issued for the RFP signed by same authorized Respondent representative who signs the Execution of Offer, or acknowledgment on the Bid Form.

4.5.5 **The proposal response should also include the following information. Proposals submitted without this information will be evaluated accordingly:**

- A table of contents by section to the appropriate pages
- An executive overview that provides a concise overview of the services being offered to meet the requirements of this RFP, the Respondent's general approach to providing the services and deliverables, and documentation as to why the Respondent is the best qualified.
- A proposal narrative that is concise yet offers a complete explanation of the project. Be specific in justifying the proposal in terms of the goals and objectives described in the RFP.
- A statement of qualifications which includes:
 - a) Introduction – Content shall be at the discretion of the Respondent.
 - b) Company background – Must provide relevant experience (years in business) with projects of this size and scope.
 - c) Qualifications – Information provided for professional and support staff, and/or any Subcontractors must demonstrate experience and qualifications in their particular work assignment for the project. Information provided for similar projects must be substantiated with current references. Describe services your organization has provided in the past **three (3)** years that demonstrates your organization's capability to carry out the proposed services.

- d) Project management – Describe project organization and management methods that are most appropriate to perform the services and provide deliverables as required in this RFP. The description shall include procedures, cost and time schedules, and any other management considerations appropriate to this RFP. Contract and project managers and key personnel shall be identified. Any subcontractors shall be identified and the intended scope of their work detailed. Office locations for key personnel and any subcontractors shall be identified. The management methods shall address cost or price monitoring and control. The Respondent’s management and project tracking capabilities shall be described.
- e) In its response to this RFP, RESPONDENT must submit a Financial Proposal that clearly identifies all costs, fees and/or charges to Texas A&M University-Commerce over the term of the agreement. No particular form of Financial Proposal is required, but it must be clear and plainly identify all costs, fees and/or charges.
- Proposer shall provide a list of at least 3 references where they have provided management and operational services of this type and scope. References shall include, name of school, address, point of contact, and phone number. A negative reference may be cause for disqualification of proposal. On site visit of reference may be requested.

4.6 Texas A&M University-Commerce Contact

Any questions or concerns regarding this Request for Proposal shall be directed in writing to:

Travis A. Ball, CTPM, MS
Texas A&M University-Commerce
Procurement Services
PO Box 3011
Commerce, TX 75429
Email: Travis.Ball@tamuc.edu
Phone: 903-886-5060
Fax: 903-886-5039

Texas A&M University-Commerce specifically requests that Respondents **restrict all contact and questions regarding this RFP to the above named individual.**

4.7 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

NOTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS 12:00 P.M. CENTRAL TIME, NOVEMBER 20, 2018

Notice: It is the responsibility of Respondents who download this RFP from the Electronic State Business Daily (<http://esbd.cpa.state.tx.us>) to check the website for any addenda for this RFP. All such addenda issued by Texas A&M University-Commerce prior to the time that proposals are received shall be considered part of the RFP. The Respondent shall consider and acknowledge receipt of such addenda by including signed copies of such addenda in their response.

The addendum for listing all questions and answers is scheduled to be available posted on the above referenced website on November 27, 2018 by 3:00 pm.

4.8 Terms and Conditions and Contract

All terms and conditions and other requirements contained in this RFP shall govern any Agreement issued as a result of this RFP. Additional or attached terms and conditions which are determined to be unacceptable to University shall result in the disqualification of the proposal. By submitting a response to this RFP, you affirm your company's intention to enter into an agreement under the terms and conditions listed in the contract example. No other form of contract will be utilized as a result of this RFP.

**SECTION 5
GENERAL TERMS AND CONDITIONS**

5.1 General

- 5.1.1 Proposal should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet requirements of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the RFP's requirements.
- 5.1.2 The University reserves the right to accept or reject any and all proposals, to waive informalities and technicalities, and to accept the proposal considered the "best value" and most advantageous and award to the most responsive proposal. Additionally, all Respondents are hereby notified that Texas A&M University-Commerce shall consider all factors it believes to be relevant in the selection of the most responsive proposal including but not limited to both subjective and objective criteria and the ability of the Respondent to perform the requirements of this RFP.
- 5.1.3 This RFP is a solicitation for proposals and is not a Contract or an offer to Contract. The University is not obligated to award a Contract and reserves the right, at the University's exclusive option to: (1) enter into Agreements or other Contractual arrangements for all or any portion or portions of the requirements and specifications set forth in this RFP with one or more Respondents; (2) reject any and all proposals and re-solicit proposals; (3) reduce/revise the scope of work and choose portions of the work that are within the University's budgetary limits or (4) reject any and all proposals and temporarily or permanently abandon the procurement, if deemed to the best interests of University.

Additionally, the University reserves the right to make award/s and enter into Agreement/s that stipulate options to purchase all or only specific parts of the items and/or services included in the awarded proposal/s on an "as needed" basis or an "as funded" basis.

By responding to this RFP, the Respondent fully understands and agrees that award/s and resulting Agreement/s for the purchase of any or all portions of the items and/or services included in this RFP is contingent upon availability of sufficient funding.

- 5.1.4 Proposals are to be **valid for a minimum of ninety, (90) days from the submittal deadline date** to allow time for evaluation, selection and any unforeseen delays.
- 5.1.5 The Respondent agrees to protect the State of Texas and the University from claims involving infringement of patents or copyrights.
- 5.1.6 The Respondent hereby assigns to purchaser, any and all claims for overcharges associated with any Contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- 5.1.7 No substitutions or cancellations permitted without written approval of the University.
- 5.1.8 Upon award, delivery shall be effective as stated unless the Seller obtains approval from University for late delivery. Delivery shall be made during normal working hours only unless University approves otherwise. Delivery may be a factor in award.
- 5.1.9 Proposals and any other information submitted by the Respondent in response to this RFP shall become the property of the University.

- 5.1.10 Respondents electing to reply to this RFP are responsible for **all cost incurred by the Respondent for proposal preparation, submittal, presentations (oral or otherwise) that may be made, or any other cost.** The University is not liable for any cost incurred by Respondents.
- 5.1.11 Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by University at its option.
- 5.1.12 Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted or filed in response to this RFP. However, upon written request by the Respondent, a proposal may be withdrawn or withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which shall be based on the Respondent's written documentation evidencing a reason acceptable to University in its sole discretion.
- 5.1.13 Products and services awarded as a result of this RFP may be extended to other Institutions of Higher Education as defined by Section 61.003 Education Code, Government Code Section 2155.134. Other individual institutions may or may not elect to use this agreement.

5.2 Alternate Proposal

University reserves the right to consider alternate proposals submitted by Respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

5.3 Definitions

Whenever the following terms are used in any part of this RFP the intent and meaning shall be interpreted as follows:

RFP shall mean Request For Proposal.

UNIVERSITY shall mean Texas A&M University-Commerce.

TPASS shall mean Texas Procurement and Support Services Division (formerly the TBPC).

HUB shall mean Historically Underutilized Business as certified by the State of Texas

HSP shall mean HUB SubContracting Plan

Respondent shall mean the individual, partnership, corporation, or other entity that submits a response to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded a Contract or Agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein

Agreement / Contract shall mean the formal Contractual Agreement entered into between Texas A&M University-Commerce and the Seller as a result of this RFP by means of purchase order and/or separate written contract.

5.4 Time of Performance

Time is of the essence in the rendering of services hereunder. Seller agrees to perform all obligations and render services set forth per this RFP in accordance with the schedules herein and as mutually agreed upon between University and Seller during the term of any Agreement resulting from this RFP. Seller will not be responsible for, or subject to default because of, any schedule changes or delays of deliverables that may be caused by the action(s) or non-action(s) of University.

5.5 Default

In the event that the Seller fails to carry out or comply with any of the terms and conditions of the Agreement with the University, University may notify the Seller of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, University shall have the right to cancel the Agreement upon ten (10) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Seller from any obligation or liability that may have been incurred or will be incurred pursuant to the Agreement and such cancellation by University shall not limit any other right or remedy available to University at law or in equity.

5.6 Termination

5.6.1 For Convenience:

The Agreement may be terminated, without penalty, by Texas A&M University-Commerce without cause by giving ninety (90) days written notice of such termination to the Seller.

5.6.2 Upon award, the Agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated.

5.6.3 The insurance policy shall provide for termination by the carrier only upon presentation of a written notice to University thirty (30) days prior to termination date.

5.6.4 In no event shall such termination by University as provided under this Section give rise to any liability on the part of University including, but not limited to, claims of Seller for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. University's sole obligation hereunder is to pay Seller for goods and services received and approved by University to the date of termination.

5.7 Warranties

In addition to all warranties established by law, Seller hereby warrants and agrees that:

5.7.1 All goods and services covered by the Agreement shall conform to the specifications, drawings, samples or other descriptions set forth in the Agreement or otherwise furnished or adopted by University, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. University shall have the right of inspection and approval, and may, at Seller's expense, reject and return nonconforming goods or require re-performance of services that are not in compliance with the requirements of the Agreement. Defects shall not be deemed waived by University. Failure to notify Seller upon receipt of goods or completion of services, or by payment of invoice.

5.7.2 All goods and services provided under the Agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of the Agreement.

5.7.3 All goods and services delivered pursuant to the Agreement shall conform to standards established for such goods or services in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the Agreement.

5.7.4 TECHNOLOGY ACCESS CLAUSE - The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Texas A&M University-Commerce that the technology provided to Texas A&M University-Commerce for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

1. providing equivalent access for effective use by both visual and non-visual means;
2. presenting information, including prompts used for interactive communications, in formats intended for non-visual use and;
3. being integrated into networks for obtaining, receiving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology or by means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance."

Electronic and Information Resources (EIR) accessibility requirements and technical standards from Texas Administrative Code, Title 1, Chapter 206 and Chapter 213 have been determined to apply to this Request for Proposal. RESPONDENTS must describe how the EIR product deliverables included as part of the service requirements meet at least those technical provisions identified as applicable in the attached Voluntary Product/Service Accessibility Templates (VPATs).

For EACH applicable EIR product, RESPONDENTS should provide the following accessibility information by way of Voluntary Product Accessibility Templates (VPATs) (See EXHIBIT C) or other equivalent reporting templates. RESPONDENTS must describe how the EIR product deliverables included as part of the service requirements meet the following requirements.

1. The appropriate Technical Accessibility Standards based on EIR Category (see table below)
2. Functional Performance Criteria described in 1 TAC §213.35 (i.e., Section 508 equivalent - 36 CFR Part 1194 Subpart C)
3. Information, Documentation, and Support described in 1 TAC §213.36 (i.e., Section 508 equivalent - 36 CFR Part 1194 Subpart D)

EIR Category	Technical Accessibiliy Stndards	Section 508 Equivalent
Software Applications and Operating Systems	1 TAC §213.30	36 CFR §1194.21
Websites	1 TAC §206.70 Web Content Accessibility Guidelines (WCAG) 2.0, Level AA	36 CFR §1194.22
Telecommunications Products	1 TAC §213.31	36 CFR §1194.23
Video and Multimedia Products	1 TAC §213.32	36 CFR §1194.24
Self-Contained, Closed Products	1 TAC §213.33	36 CFR §1194.25
Desktop and Portable Computers	1 TAC §213.34	36 CFR §1194.26

Only proposals which contain adequate information to document their responsiveness to the EIR accessibility requirements (VPATs and supporting documentation including test documentation) will be eligible for consideration.

5.8 Agreement Amendments

Any Agreement resulting from this RFP may be modified or amended as negotiated and /or mutually agreed upon by University and Seller. No modification or amendment to any Agreement resulting from this RFP shall become valid unless agreed in writing and signed by both the University and the Seller. All correspondence regarding modifications or amendments to the Agreement must be forwarded to the Procurement Services Department for prior review and approval. Only the University Vice President for Business and Administration or his/her designee will be authorized to sign changes or amendments to any Agreement resulting from this RFP.

5.9 Independent Vendor Status

Seller agrees that Seller and Seller's employees and agents have no employer-employee relationship with University. University shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave.

5.10 Right to Audit

Seller understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Seller further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Seller will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Seller and the requirement to cooperate is included in any subContract it awards.

5.11 Title, Risk of Loss and Freight

The title and risk of loss of any goods shall not pass to University until the goods are actually received, taken possession of, and accepted by the University at point of delivery. All goods furnished hereunder shall be delivered F.O.B. destination, freight prepaid and allowed. Seller shall be responsible for any and all freight claims.

5.12 Acceptance of Goods and Services

All goods furnished and all services performed under the Agreement shall be to the satisfaction of University and in accordance with the specifications, requirements, terms and conditions of this RFP and the Agreement. University reserves the right to inspect the goods furnished or services performed, and to determine the quality, acceptability, and fitness, of such goods or services.

All goods and equipment furnished must be new and unused at the time of delivery. All equipment must be provided with standard manufacturer's warranty. Instruction, service and parts manuals are to be furnished at no charge. All manuals must be in English.

5.13 Ownership of Deliverables

Upon acceptance by University of any an all deliverables, such deliverables shall become the property of and full ownership conveyed to the University. Such deliverables shall include, but not be limited to, maps, charts, publications, reports and other documents, datasets, software (including licenses and permits), and any other items created by the work performed by the Seller. All copyrights, printing/reprinting and publishing/republishing rights for any publications shall be in the name of, or conveyed to Texas A&M University-Commerce.

5.14 Sales and Use Tax

The University as an agency of the State of Texas, is exempt from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Do not include taxes in prices quoted for a proposal in response to this RFP.

5.15 Invoicing

Seller shall submit two copies of an itemized invoice to the designated invoice address showing the purchase order number and this RFP number on all copies. In case of a problem on a disputed invoice or charge, Seller will provide necessary information (i.e. duplicate invoice, shipping information and proof of delivery) at no extra charge to University within five (5) business days of request.

All credit memos will reflect the purchase order number, this RFP number and the original invoice number in which the charge was initiated.

5.16 Payment

Payment will be made upon submittal and approval of a valid invoice. The University shall make payment in accordance with Chapter 2251 of the Texas Government Code. 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.

All payments shall be made by electronic direct deposit. Contractor is required to complete and submit to the A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

<http://www.tamuc.edu/facultyStaffServices/financialServices/MiscellaneousItems/accountsPayable/forms/documents/directDepositVendor.pdf>

5.17 Reporting

Seller will provide reports as required to the University HUB Coordinator or his/her designee detailing the subcontracting activity, status, and updates of performance of services required in this RFP.

Seller will provide the Contract Manager or his/her designee detailed progress and /or performance reports on a weekly or bi-weekly basis as determined by the University.

Seller may be required to have monthly conferences with a Technical Team if one is appointed by the University

Seller will provide other reports as may be sporadically required or requested.

5.18 Observance of University Rules and Regulations

Seller agrees that at all times its employees will observe and comply with all regulations of Texas A&M University-Commerce, including but not limited to parking and security regulations.

5.19 Recall Notice

Seller shall, immediately upon discovery of same, advise University of any and all required replacement/modifications to equipment or component parts thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty-four (24) hours of such verbal notification. All such formal notices will be submitted to Texas A&M University-Commerce Procurement Services Department.

5.20 Non-Disclosure

Seller and University acknowledge that they or their employees may, in the performance of any Agreement resulting from this RFP, come into the possession of proprietary or confidential information owned by or in the possession of the other party. Neither party shall use any such information for its own benefit or make such information available to any person, firm corporation, or other organizations, whether or not directly or indirectly affiliated with the Seller or University unless required by law.

5.21 Publicity

No public disclosures or news releases pertaining to this RFP or any details thereof shall be made public without prior written approval of the University. Seller agrees that it shall not publicize any Agreement or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of University's name in connection with any sales promotion or publicity event without the prior written approval of University.

5.22 Severability

If one or more provisions of the resultant Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

5.23 Non-Waiver of Defaults

Any failure of University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this RFP and any resulting Agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of University at any time to avail itself of same.

5.24 License and Permits

Seller will obtain and maintain at its own expense, and in its name, all necessary licenses and permits required to perform the services required herein.

5.25 Non-discrimination

The Seller and its agents and employees are prohibited from engaging in or allowing any impermissible discrimination on the basis of race, religion, color, national origin, age, sex, disability, genetic

information or veteran status in relation to (1) the Seller's employment practices; (2) the performance of the Seller's obligations under the Agreement. In performing its obligations under the Agreement, Seller shall be subject to and shall comply with all currently effective or subsequently promulgated policies regarding non-discrimination issued by either the University or the Texas A&M University System.

5.26 Compliance with Law

The Seller shall comply with any applicable federal, state, and local laws and regulations in performing its operations under the Agreement.

5.27 Federal Laws and Regulations

By submitting a signed proposal in response to this RFP, the Respondent certifies that it is fully informed about, and in full compliance with its obligations under existing applicable laws and regulations, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D));
Civil Rights Act of 1991;
Executive Order 11246, as amended (41 CFR 60-1 and 60-2);
Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250);
Rehabilitation Act of 1973, as amended (41 CFR 60-741);
Age Discrimination Act of 1975 (42 USC 6101 et seq.);
Non-segregated Facilities (41 CFR 60-1);
Drug-Free Workplace Act of 1988 (PL 100-690);
Federal Procurement or Nonprocurement Programs (Executive Order 12549 and 12689);
Bryd Anti-Lobbying Amendment (31 USC 1352);
Clean Air Act of 1970 (42 USC 7401 et seq.);
Federal Water Pollution Control Act (33 USC 1251 et seq.);
Omnibus Reconciliation Provision, Section 952;
Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended;
Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);
Immigration Reform and Control Act of 1986;
Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507);
Federal Occupational Safety and Health Law (PL 91-596) including its regulations in effect or proposed as of the date of the Agreement; and
All other laws and regulations and executive orders as are applicable.

5.28 Alcohol and Drug-Free Workplace

The University is committed to maintaining an alcohol and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Seller's employees while in the performance of any services provided under and Agreement resulting from this RFP is prohibited. Violation of this requirement shall constitute grounds for termination of the Agreement.

5.29 Force Majeure

No party shall have any liability to the other party under the Agreement by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by an act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond that party's control (herein called "Force Majeure").

5.30 Governing Law

The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Texas law shall govern regardless of any language in any attachment or other document that the Seller may provide.

5.31 Venue

Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Hunt County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

SECTION 6
CONTRACTUAL REQUIREMENTS

6.1 Insurance

- 6.1.1 The Vendor shall not commence work until all of the insurance requirements has been obtained and certificates of such insurance in force have been filed with and accepted by University. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by University shall not relieve or decrease the liability of the Vendor.
- 6.1.2 Unless otherwise specified, the Vendor shall provide and maintain, until the work included in this RFP is completed and accepted by the University, the minimum insurance coverages outlined in the insurance requirements.
- 6.1.3 Certificates of Insurance must be mailed to:

Texas A&M University-Commerce
Procurement Services
PO Box 3011
Commerce, Texas 75429-3011

By submitting a proposal in response to this RFP, the Respondent acknowledges and affirms these insurance requirements are understood and will provide such insurance as required herein if awarded a Contract resulting from this RFP.

6.2 HUB SubContracting Plan (HSP)

All agencies of the State of Texas are required to make a good faith effort to utilize Historically Underutilized Business (HUB) Vendors in procurements for commodities and services. It is the policy of the State of Texas, the Comptroller of Public Accounts, Texas Procurement & Support Services Division (TPASS), and Texas A&M University-Commerce, as a good faith effort, to encourage the use of Historically Underutilized Business (HUB) Vendors in all prime Contracts, Subcontracts, and purchasing transactions. The University initiative is to assist Vendors to achieve goals through race, ethnic, and gender-neutral means.

6.3 Public Information

- (a) Vendor acknowledges that Texas A&M University-Commerce 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 Texas A&M University-Commerce's written request, Vendor 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-Commerce in a non-proprietary format acceptable to Texas A&M University-Commerce. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M University-Commerce has a right of access.
- (c) Vendor acknowledges that Texas A&M University-Commerce 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*.

6.4 Indemnification

Contractor agrees to indemnify and hold harmless the University from any claim, damage, liability, expense or loss to the extent arising out of Contractor's negligent or willful errors or omissions under this Agreement.

Contractor shall also indemnify, save and hold harmless the State of Texas and the University from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Agreement

The University shall notify Contractor of any such claim within a reasonable time of the University's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify the University of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without the University prior written approval and all settlement negotiations shall be in consultation with the Office of the Attorney General. Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest.

6.5 Performance/Payment Bonds

A Performance Bond and Payment Bond may be required to be executed in the full amount of the Contract amount as guaranty that the scope of work will be performed and that the University and the State of Texas will be saved harmless from all cost and damages which the University and the State of Texas may suffer by reason of default or failure of the Respondent to perform the work. **Performance Bonds are required for public works contracts that exceed \$100,000 and Payment Bonds are required for public works contracts that exceed \$25,000. Both are required for public works contracts that exceed the \$100,000 threshold.**

Forms for the bonds will be provided by the University and will be furnished to the successful Respondent. The bonds shall be a United States Treasury or Surety or blanket bond from a company chartered or authorized to do business in the State of Texas.

Each bond shall remain in force until final acceptance of the related project by the University. The successful Respondent shall execute and deliver performance/payment bonds in such form and with such sureties as the University may prescribe or approve the cost thereof. **Costs for the Respondent obtaining performance and payment bonds shall be included in the Respondent's proposal pricing as a separated line item.** Respondents will be informed upon award of Agreement if these bonds will be required.

6.6 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by the Seller for the performance of services associated with and pertinent to the resultant Agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

6.7 Dispute Resolution

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 the parties hereto to

attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business. The parties shall submit written notice of a claim of breach of contract under this Chapter to the representative undersigned party, who shall examine the claim and any counterclaim and negotiate with the other respective party in an effort to resolve the claim.

6.8 Contract Administration

Upon award and execution of an Agreement or Contract, administration of such Agreement or Contract will be by a University Contract Administrator. All issues relating to the Agreement or Contract including, but not limited to, Contract changes or modifications, Contactor performance, Contract renewals, cancellation, and disputes will be handled by the University Contract Administrator. Vendor will coordinate with the University Contract Administrator on all issues related to the Agreement or Contract. The initial University Contract Administrator shall be Dr. Brian McGinley, Assistant Director of Procurement Services, Contracts. If in the future the University Contract Administrator changes, University will provide notice of such change in University Contract Administrator to the vendor in writing.

**SECTION 7
KEY EVENTS SCHEDULE**

7.1 Listed below are the important events and dates by which they must occur. University reserves the right to change any of these dates/times if determined necessary. Any change in dates/times of events that are to occur prior to and including deadline for Vendors to submit responses to proposal will be issued by written addenda.

<u>EVENT</u>	<u>DATE</u>
Issue RFP	November 12, 2018
Pre-Bid Conferece	N/A
Deadline for Submission of Questions	November 20, 2018
Answers to Questions Posted	November 27, 2018
Deadline for Submission of Proposals	December 4, 2018
Approximate Date for Vendor Presentations	N/A
Expected Contract Start Date	TBD

INSURANCE REQUIREMENTS FOR VENDOR CONTRACTS

Please note, the below insurance contract language is a standard template to be used as a base for all vendor contracts with The Texas A&M University System and/or its members as well as third party facility users of System member property. Contracts may require variances depending on the specifics of the contract. If such variances are required, please contact System Risk Management so an evaluation and potential modification to the insurance requirements can be considered.

[Vendor] 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 Texas A&M University-Commerce. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to [Vendor] under this Agreement. [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. [Vendor] 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 Texas A&M University-Commerce at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
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 Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for [Member]. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

If this coverage is waived by System Risk Management, [Vendor], his/her employees and subcontractors must sign a hold harmless and indemnification agreement.

[Option: In the event watercraft is used in the course of work, the maritime coverage endorsement will be added unless a separate Protection & Indemnity coverage is maintained. In the event operations are conducted in relation to navigable waters which may qualify employees for United States Longshore & Harbor Workers Compensation Act (USL&H) benefits, the USL&H endorsement will be added.]

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;

[Option: If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.]

[Option: [Vendor] transporting hazardous materials must provide the MCS-90 endorsement and CA9948 Broadened Pollution Liability endorsement on the Business Auto Liability policy. Policy limits must be in line with Federal requirements.]

[OPTION: When chartering a bus company, please substitute the below language:

Bus Charters

<u>Coverage</u>	<u>Limit</u>
A. Worker's Compensation	
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
B. Automobile Liability	
Owned Vehicles	\$5,000,000
Uninsured/Under insured Motorists	\$5,000,000
Medical or PIP	\$5,000
Non-owned Vehicles	\$5,000,000
Hired Vehicles	\$5,000,000
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

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University-Commerce as additional insured's.)

Air Charters:

Throughout the term of the Agreement, Charter shall ensure that the Air Carriers maintain in effect the following insurance with respect to the aircraft and Texas A&M University-Commerce and its employees, agents, students, and representatives will be named as an additional insured under such insurance policies ("Additional Insured"). All insurance shall provide Waiver of Subrogation, Crew Liability and Severability of Interest. For each such policy of insurance, Charter shall cause a certificate of insurance, including the conditions set out above, to be issued to Texas A&M University-Commerce no less than ten (10) days prior to commencement of any trip hereunder, and from time to time thereafter as such parties may reasonably request. In addition, Charter shall cause Texas A&M University-Commerce to receive thirty (30) days prior written notice of cancellation or material change of any such policy of insurance. Charter will, at all times comply with, and ensure, that Air Carriers comply with all representations, warranties and other terms and conditions of each policy of insurance required hereunder.

1. Full all-risk coverage including Full War Risk, Hijacking and similar perils;
2. Baggage and Cargo Liability Insurance;
3. Aviation Liability Insurance, Third Party Legal Liability, and Passenger Liability Insurance, including AVN-52, with a combined single limit of not less than five hundred million dollars (\$500,000,000) for any one accident or occurrence. Aviation Liability Insurance policy shall name Texas A&M University-Commerce as an additional insured.
4. Professional Liability Insurance to cover errors and omissions made in conjunction with flight arrangement, with minimum limits of \$2,000,000.
5. Such insurance shall not be contributory with or excess over any insurance carried by the Additional Insured.

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 [Vendor's] or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

- D. [Option: Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess over and be no less broad than and "following form" of all included coverage described above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.] [Note: **Limit amount should be adequate to cover Texas A&M University-Commerce's exposure. Appropriate limit will depend on the subject matter of this Agreement.**]**

- E. [Option]: Liquor Liability Insurance, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by [Vendor] or [Vendor's] employees, representatives, agents, or subcontractors in the performance of this Agreement.]**

In the provider contract, insert a clause that requires the provider to provide

Only licensed servers; In the provider contract, insert a clause that requires the provider to follow all TABC guidelines;

Obtain proof of license for each server in advance of the event. Get a list of servers and match the license to the list of names. If no match, they don't work. Check the licenses for expiration.

- F. [Option: Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of [Vendor] and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, [Vendor] agrees to purchase an Extended Reporting Period**

Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.]

[Option: Architect/Engineer Professional Liability (Errors & Omissions) The Architect/Engineer shall maintain Professional Liability covering wrongful acts, errors and/or omissions, including design errors of the Architect/Engineer for damages sustained by reason of or in the course of performance of this Agreement for three (3) years after the Project is substantially complete. The Professional Liability insurance shall be in an amount based on the value in the Contract, in this case: *(determined by the Guidelines following the chart)*

<i>Project Cost</i>	<i>Guidelines Limits</i>
\$0 - \$20,000,000	\$1,000,000 each claim/ \$2,000,000 aggregate
\$20,000,001 - \$60,000,000	\$2,000,000 each claim/ \$4,000,000 aggregate
\$60,000,001 - \$90,000,000	\$3,000,000 each claim/ \$6,000,000 aggregate
\$90,000,001 – 120,000,000	\$4,000,000 each claim/ \$8,000,000 aggregate
\$120,000,001 – higher	\$5,000,000 each claim/ \$10,000,000 aggregate

G. **[Option: Contractor’s Employee Dishonesty Insurance** will be endorsed with a Client’s Property Endorsement (or equivalent) to protect the assets and property of Texas A&M University-Commerce with limits of not less than _____ **[Option: \$500,000] [Option: \$1,000,000]** per claim. [Vendor’s] or subcontractor’s insurance will be primary to any insurance carried by Texas A&M University-Commerce. If [Vendor] has property of Texas A&M University-Commerce in its care, custody or control away from Texas A&M University-Commerce’s premises, [Vendor] will provide bailee coverage for the replacement cost of the property. Contractor’s Employee Dishonesty policy will name Texas A&M University-Commerce as Loss Payee. **[Note: Limit amount should be adequate to cover Texas A&M University-Commerce’s exposure. Appropriate limit will depend on the subject matter of this Agreement.]**

H. **[Option] Director’s and Officers’ Liability Insurance** with limits of not less than \$1,000,000 per claim. The coverage will be continuous for the duration of this Agreement and for not less than two (2) years following the expiration or termination of this Agreement.]

I. **[Note: Builders Risk/Installation Floater**. If this Agreement involves construction on property owned by the Board of Regents of The Texas A&M University System, please contact the System Risk Management for guidance and relevant insurance requirements.]

J. [**Note:** If this Agreement poses potential risks related to **data privacy, network or information security**, please contact the System Risk Management for guidance on relevant insurance requirements and seek review of the contract by the Texas A&M University-Commerce's Information Security Officer.]

K. [Vendor] will deliver to Texas A&M University-Commerce:

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 [Vendor] 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-Commerce] as Additional Insureds up to the actual liability limits of the policies maintained by [Vendor]. 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-Commerce. No policy will be canceled without unconditional written notice to Texas A&M University-Commerce 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-Commerce ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University-Commerce prior to the performance of any services by [Vendor] under this Agreement. [Vendor] 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 mailed, faxed, or emailed to the following Texas A&M University-Commerce contact:

Name: Department of Procurement Services
Address: P.O. Box 3011
Commerce, TX 75429

Facsimile Number: (903) 886-3000
Email Address: purchasing@tamuc.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-Commerce in writing, [**Option:** except as may be noted.]