



**TEXAS A&M UNIVERSITY- CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 OCEAN DRIVE
CORPUS CHRISTI, TX 78363**

REQUEST FOR PROPOSAL

RFP NUMBER: TAMU-CC-RFP-25-0003

Banking and University ID Card Support Services

PROPOSAL MUST BE RECEIVED PRIOR TO:

2:00 P.M. Central Time on February 14, 2025

PROPOSALS SHOULD BE UPLOADED TO:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>

NOTE: Proposal response must be received by Texas A&M University-Corpus Christi *before* the date and time specified for receipt of proposal as stated within Section 2.3 of this RFP. After the due date and time, only the names of respondents will be made public.

REFER INQUIRIES TO:

Rachel Buentello
Texas A&M University-Corpus Christi
Purchasing Department
361-825-3434
Email: Rachel.Buentello@tamucc.edu

All proposals shall become the property of Texas A&M University-Corpus Christi and the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 5G for more information regarding confidential and proprietary information.

TABLE OF CONTENTS

| | |
|---|----|
| SECTION 1. INTRODUCTION | 3 |
| SECTION 2. INSTRUCTIONS FOR RESPONDENTS | 6 |
| SECTION 3. SCOPE & SUPPORT | 10 |
| SECTION 4. PROPOSAL RESPONSE | 13 |
| SECTION 5. GENERAL TERMS AND CONDITIONS | 16 |
| Exhibit A – Execution of Offer | 18 |
| Exhibit B – Non-Collusion Affidavit | 20 |
| Exhibit C – Insurance | 21 |
| Exhibit D – Master Services Agreement (Draft) | 24 |

SECTION 1 - INTRODUCTION

1.1 **Scope**

Texas A&M University-Corpus Christi is seeking proposals for vendors to provide Banking and University ID Card Support Services as further described in Section 3 (Scope and Support).

It is the intent of Texas A&M University-Corpus Christi to establish a master services agreement ("Agreement") with a preferred vendor (referred to as "Respondent" or "Vendor") to meet the needs of the University per the requirements listed in Section 3.

Vendor acknowledges that as a third-party servicer participating in a program, it is subject to information security requirements established by the Federal Trade Commission (FTC) and the Gramm Leach Bliley Act (GLBA). In furtherance of the foregoing, Vendor shall develop, implement and maintain a comprehensive information security program with administrative, technical and physical safeguards appropriate to the nature and scope of the Services to be provided by Vendor and the sensitivity of any student information it handles in connection therewith.

Vendor acknowledges that as a third-party servicer participating in a program, it is subject to the authority and governance of the Department of Education (DOE) including without limitation, dear colleague letters and any related laws, rules, or regulations, as may be amended and published by the DOE from time to time.

Vendor acknowledges that as a third-party servicer participating in a Title IV, HEA program, it is subject to 34 C.F.R. 668.25(d) and certifies that pursuant to 34 C.F.R. 668.25(d) it is not prohibited from entering into a written contract to provide the Services. By submitting responses, each Respondent certifies that it understands this Request for Proposal ("RFP") and has full knowledge of the scope and nature of the opportunity described herein. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent. Proposals shall be in accordance with the terms, conditions, and requirements set forth in this RFP.

1.2 **About Texas A&M University-Corpus Christi**

Texas A&M University-Corpus Christi is a vibrant, Hispanic and Minority Serving Doctoral Research Institution recognized for its academic programs and renowned faculty.

Undergraduate, master's, and doctoral students choose from more than 85 academic programs, and students benefit from individualized and immersive learning experiences.

The university is one of 135 institutions listed as an R2-High Research Activity campus by the Carnegie Commission on Higher Education. It is the premier, urban doctoral-granting institution in South Texas, supporting a UAS test site, two institutes, and more than 40 research centers and labs.

The Island University proudly continues its heritage of teaching excellence, innovation, and community engagement as part of the Texas A&M University System.

1.3 **Priorities/Expectations**

Respondents should note the following priorities/expectations with regard to the possibility of Texas A&M University-Corpus Christi establishing a contractual relationship with any Respondent:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to Texas A&M University-Corpus Christi in a timely, cost-effective

manner. Texas A&M University-Corpus Christi is seeking a Respondent or Respondents that will ensure the provision of such quality in its delivery of service through proven techniques and established metrics.

- (b) *Level of Experience and Expertise.* Respondent must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure successful completion of services as determined by Texas A&M University-Corpus Christi.
- (c) *Delivery Efficiency as it Relates to Total Costs.* Respondent must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by Texas A&M University-Corpus Christi.

1.4 **Schedule of Events**

| <u>Activity</u> | <u>Date</u> |
|--|---|
| Release of Request for Proposal | January 14, 2025 |
| Deadline to Submit Questions | January 24, 2025 |
| Release of Addendum (if applicable) | January 24, 2025 |
| Responses Due | February 14, 2025 by 2:00 p.m. Central Time |
| Interviews (at Texas A&M University-Corpus Christi's option) | Date or TBD |
| Selection of Respondents | Date or TBD |

Texas A&M University-Corpus Christi will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of Texas A&M University-Corpus Christi and/or in the event Texas A&M University-Corpus Christi requires more time to ensure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.5 **Performance Period**

Should Texas A&M University-Corpus Christi, in its sole discretion, enter into an Agreement with one or more successful Respondents as a result of this RFP, the resultant Agreements shall be effective upon execution for a period of five (5) years. Texas A&M University-Corpus Christi reserves the right to amend the terms of any resultant agreement as necessary to meet state or federal requirements. The University shall give the Contractor written notice of its intent to extend no less than ninety (90) days prior to the expiration of the Contract, and if the University elects to extend, any proposed changes in Contract terms shall be specified in writing as part of the written notice. The Contractor shall have thirty-(30) days from the date of receipt of this written notice to accept or take exception to any of the proposed renewal terms. The exceptions shall be negotiated between the University and the Contractor during, the following thirty (30) days. Upon mutual agreement of the parties concerning extension terms, the Contractor shall sign the extension notice and send it back to the University. If no agreement can be reached, the Contract shall terminate. In the event of termination, the contractor shall continue services under the original contract terms until a new contractor can be identified. In the event of Contract extension, the Contractor will be required to provide complete and current submittals prior to each extension, including, but not necessarily limited to, insurance certificates and financial statements.

SECTION 2 - INSTRUCTIONS FOR RESPONDENTS

2.1 General Information

Texas A&M University-Corpus Christi is seeking proposals from qualified companies to provide Banking and University ID Card Support Services for the University. This RFP outlines the scope and requirements within Section 3. While it is the intent of Texas A&M University-Corpus Christi to establish an Agreement with a single qualified provider for the services stated within this RFP, there is no guarantee that an award will be made, or any agreement executed.

Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent's cover letter.

This RFP contains specific requests for information. Respondents are encouraged to examine all sections of this RFP carefully, as the degree of interrelationship between sections is critical. In responding to this RFP, Respondents are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit, or extend the scope of intent of the respective clauses. Whenever the terms "must" "shall" "will" "is required" or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the Respondent's response. Any deviation or exception from RFP specifications must be clearly identified by the Respondent in its submittal.

Expenses for developing and presenting proposals shall be the entire responsibility of the Respondent and shall not be chargeable to Texas A&M University-Corpus Christi. All documentation submitted with the proposal response will become the property of Texas A&M University-Corpus Christi and the State of Texas.

2.2 Examination of the Request for Proposal

Before submitting, each Respondent will be held to have examined Texas A&M University-Corpus Christi requirements outlined in Section 3 and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the Respondent has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions

All proposals must be received by Texas A&M University-Corpus Christi, no later than **2:00:00 p.m. Central Time, February 14, 2025. Preferred method:**

Electronically via <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>.

The sent time indicated within AggieBid, Texas A&M University System's (TAMUS) online bidding application used to administer Sourcing Events, server shall be used for the receipt and

acceptance of the response. It is each Respondent's responsibility to ensure that the entire submittal response is received by Texas A&M University-Corpus Christi by the deadline stated above regardless of submission method. Please note: The AggieBid portal will close promptly at 2:00 p.m. CT. **Late proposal responses will not be considered under any circumstances.**

The preferred submittal preference is via the AggieBid portal; however, response may be submitted via:

U.S. POSTAL SERVICE:

Texas A&M University-Corpus Christi
TAMU-CC-RFP-25-0003
Purchasing Department
6300 Ocean Drive Unit 5731
Corpus Christi, TX 78412-5731

HAND DELIVER or EXPRESS MAIL TO:

Texas A&M University-Corpus Christi
TAMU-CC-RFP-25-0003
Purchasing Building
6300 Ocean Drive Room 115A
Corpus Christi, TX 78412-5731

2.4 Proposal Components

The following documents and all requirements from noted sections are to be returned as part of your proposal submittal. Failure to include these documents may be basis for response disqualification.

I. Proposal

- ✓ Cover Letter to include a brief introduction with interest and capability of the Respondent.
- ✓ Table of Contents
- ✓ Proposal response, to include Sections 4.1 – 4.7

II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ HUB Subcontracting Plan (Section 4.7)

Proposal format: The proposal response shall be presented in the order listed above with sections noted accordingly for easy reference. The Table of Contents shall provide page numbers for each section of the proposal.

Note: Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature as well as the notarization on this document may be done electronically with DocuSign, Adobe or another similar tool. An agreement may not be executed with the awarded Respondent until this document is fully signed and notarized.
- Respondents shall submit one (1) original HUB Subcontracting Plan (HSP), one (1) of Section 5, Execution of Proposal, along with one **(1) original and four (4) digital copies (on USB thumb drives) of the Proposal.**

2.5 Inquiries and Interpretations

All questions concerning this RFP are to be directed, in writing, to Rachel Buentello, Purchasing Department to rachel.buentello@tamucc.edu. Respondent may **not** contact other individuals at Texas A&M University-Corpus Christi to discuss any aspect of this RFP.

Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and any attachment, should be presented in writing. **Deadline for submission of questions is January 24, 2025.** Texas A&M University-Corpus Christi will publish all questions with responses according to the schedule in Section 1.4.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment and posted on the AggieBid portal, TAMU-CC-RFP-25-0003.

It is the responsibility of all Respondents to check the AggieBid portal for any and all addenda issued for this RFP. All such addenda/amendments issued by Texas A&M University-Corpus Christi prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in Exhibit A – Execution of Offer. Only those Texas A&M University-Corpus Christi inquiries receiving a public reply via formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.6 Selection Process

The evaluation of the proposals shall be based on the information provided that Texas A&M University-Corpus Christi deems to represent the **best value** to Texas A&M University-Corpus Christi. The RFP provides the information necessary to prepare and submit proposals for consideration by Texas A&M University-Corpus Christi. All properly submitted proposals will be reviewed, evaluated, and ranked by Texas A&M University-Corpus Christi. Texas A&M University-Corpus Christi will rank the Respondents in the order that they provide the overall “best value” to Texas A&M University-Corpus Christi based on an evaluation of the responses to the RFP. Texas A&M University-Corpus Christi may interview one or more of the top ranked Respondents as part of the evaluation process.

Texas A&M University-Corpus Christi will base its choice on demonstrated competence, knowledge, and qualifications, on the reasonableness of the proposed fees for the services, and on the demonstrated ability to include businesses certified as a Historically Underutilized Business (HUB) in the state of Texas in the performance of a percentage of the scope of work; and if other considerations are equal, give preference to a Respondent who is certified as a HUB in the state of Texas, whose principal place of business is in the state of Texas, or who will manage the contract wholly from an office in the state of Texas.

The Respondent selected will be the one whose experience and qualifications, as presented in response to this RFP, establish them, in the opinion of Texas A&M University-Corpus Christi, as well-qualified and offering the greatest benefits, experience and value to Texas A&M University-Corpus Christi. Texas A&M University-Corpus Christi 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 Texas A&M University-Corpus Christi determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that Respondent. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the

Respondent's proposal as negotiated.

The most qualified Respondents as determined by Texas A&M University-Corpus Christi MAY BE REQUIRED to interview with the evaluation committee before the final selection(s). If interviews are required, they will be done online through video conferencing, or in person if allowed at the time by Texas A&M University-Corpus Christi guidelines and agreed to by both parties. Texas A&M University-Corpus Christi will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, submission or interviews that may be conducted.

Submission of proposals indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by Texas A&M University-Corpus Christi during the evaluation process. The selection of the successful proposal(s) may be made by Texas A&M University-Corpus Christi on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal(s) may be made by Texas A&M University-Corpus Christi on the basis of negotiation with any of the Respondents. Texas A&M University-Corpus Christi 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, Texas A&M University-Corpus Christi 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.

Texas A&M University-Corpus Christi may perform reference checks and seek further information, as needed from all Respondents whose proposals Texas A&M University-Corpus Christi, at its discretion, considers viable, based on the initial evaluation and scoring. The Respondent's response to this requirement officially authorizes Texas A&M University-Corpus Christi to contact these organizations to discuss the services and other considerations that the Respondent has provided to such organizations and authorizes the organizations to provide such information to Texas A&M University-Corpus Christi and Respondent shall and hereby does release and hold harmless Texas A&M University-Corpus Christi, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

Texas A&M University-Corpus Christi 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 Respondent(s).

SECTION 3 - SCOPE AND SUPPORT

Service Requirements. Texas A&M University-Corpus Christi is requesting proposals for Banking and University ID Card Support Services for use by Texas A&M University-Corpus Christi. Ease of accomplishing the required scope will be included in the evaluation of every response within the Scope of Work.

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:

3.1 General

Respondent will provide a detailed plan on the system based on their understanding of the current environment and the scope of work referenced in 1.1. Respondent will clearly detail:

3.1.1 **Basic Service.**

- a. Provide at least one branch facility within proximity of the University.
- b. Provide banking services at local branch and online including account services, loan services, cash services, online and mobile banking services; to include other typical or non-typical banking services for personal accounts for students, staff, and faculty.
- c. May furnish ATM/ITM services in a location identified by Texas A&M University-Corpus Christi.
- d. Participate in competitive funding for student scholarship support, checking/savings account royalty, and campus card office support.
- e. Provide a detailed plan for on-going marketing and promotions support.
- f. Describe the steps required to provide eligible users the ability to link their ID card to a checking account. Include the setup in your system and any setup and integration.
- g. May provide a drive-up ATM-ITM on Momentum Campus

3.1.2 Banking Services. TAMU-CC currently receives online banking services that are available to students, faculty, staff, contractor employees and guests as applicable. Online and Mobile Banking services include but are not limited to: Account Services (checking, savings, money market accounts, overdrafts, interim statements, etc.), Loan Services (mortgage, traditional and student loan packages), Cash Services (money orders, cashier's checks, wire transfers, currency exchange, etc.), ATM/ITM, and other typically offered banking services not listed. All services provided will be through Online, ATM/ITM, and Mobile banking as there will be no expectation of physical space for a bank location on campus.

The Respondent **MUST** provide a proposal listing the bank services they will offer and all charges for such services. The charges should not be higher than what is currently paid by the Respondent's existing customers. The services primarily for students and faculty/staff should minimally include but are not limited to Account Services (checking, savings, money market accounts, overdrafts, interim statements, etc.); Loan Services (mortgages, traditional loans and student loan packages); Cash Services (money orders, cashier's

checks, wire transfers, currency exchange, etc.); Online and Mobile Banking Services; and any other typical or non-typical banking services not listed.

- 3.1.3 LINKING UNIVERSITY ID CARD TO BANK ACCOUNT.** TAMU-CC in concert with the current banking partner provides holders of the University ID card the ability to link their University ID card to current banking provider's checking account. There are approximately 12,000 active card users, to include students, faculty, and staff.
- 3.1.4 ACCOUNT MANAGER.** The Respondent shall provide during the life of the contract one (1) person at all times to serve as the one point of contact for issues regarding the contract. This person will serve as the liaison between the University and the Contractor. The University reserves the right for reasonable issues to request a change of the Account Manager at any time. Any substitution of the Account Manager must be submitted in writing to the University for approval.
- 3.1.5 SERVICES TO BE PROVIDED.** The existing service level requires the Respondent to have at least one banking center facility within proximity of the University. Respondent should provide, if available, information relating to a campus card linking to checking account for use like a bank debit card. TAMU-CC reserves the right to decline proposals for the Off Campus Merchant Program in part or its entirety.
- 3.1.6 FINANCIAL PROPOSAL:** The Respondent MUST include in their proposal a separate section labeled Financial Proposal wherein the Respondent specifically state in this section the amount that will be paid to the University for the following:
- a. **Student Scholarship Support:** Specifically state the amount that will be paid to the University annually for student scholarship support. The annual amount should be based on a fixed amount and payment will be due within 30 days after the end of each contract year.
 - b. **Student Checking/Savings Account Royalty:** Specifically state the royalty that will be paid to the University based on new checking and/or savings accounts opened at the branch locations or online by students. Additional royalty should be proposed for each subsequent year the student maintains the banking relationship during the contract term. The monthly royalty amount will be due by the 10th of the following month.
 - c. **Faculty/Staff and Contractor Employee Checking/Savings Account Royalty:** Specifically state the royalty that will be paid to the University based on new checking and/or savings accounts opened by faculty and staff at a branch location or online. Additional royalty should be proposed for each subsequent year the faculty or staff member maintains the banking relationship during the contract term. The monthly royalty amount will be due by the 10th of the following month.
 - d. **Campus Card Office Support:** Indicate the level of support that will be provided to the Campus Card Office for card restocking supplies and one time re-carding of the campus with a new standard Sanddollar card. Re-carding includes the requisite supplies of color printer ribbons, laminates, card stock, etc. or financial support to outsource the re-carding print process.

3.1.7 MARKETING and PROMOTIONS: The banking services enhancements will be primarily marketed to students, faculty, staff and campus contractor employees. Creative marketing and promotion plans linking the University's processes such as admissions recruitment, new student orientations, resident student move-in, commencement, etc. are essential to a successful banking relationship. The Respondent **MUST** include in their proposal a separate section labeled Marketing and Promotions wherein the Respondent specifically state in this section the marketing and promotions support that will be provided.

- a. **Marketing and Promotions Support:** Indicate the types of on-going marketing and promotions activities and the associated financial level that will be provided. Consideration should be given to the following:
 - 1. Branded and co-branded ID supplies used to promote the relationship between the Contractor and the Sanddollar card program.
 - 2. Support for a student marketing intern(s) in the Office of University Services.
 - 3. Banking debit/credit card depicting the University brand(s).

3.1.8 Optional Service

- a. **BANK ATM/ITM SPACE.** A standalone ATM/ITM is located outside the University Center building providing 24-hour access. TAMU-CC, in consideration for the space provided, currently receives a monthly lease amount. A second ATM/ITM is preferred near or inside the Performing Arts Center, on the northeast side of campus. An additional ATM not owned or operated by the current provider is located in the Dugan Wellness Center. This ATM is primarily used by students to gain access to financial aid monies refundable to them. The successful Respondent will be granted first right of refusal on additional ATM/ITM locations on the island campus only "other than the ATM located in Dugan mentioned in section 1.4."
- b. **ATM/ITM SERVICES.** The Respondent **MUST** provide a proposal relating to providing 24-hour ATM/ITM services in a location identified by TAMU-CC adjacent to the University Center building. The successful Respondent will be granted first right of refusal on additional ATM/ITM locations on the Island campus only. TAMU-CC is interested in the development of a secondary indoor ATM located at the north-east end of the campus with close proximity of the Performing Arts Center. TAMU-CC is also interested in a possible drive-up ATM/ITM on the Momentum Campus. The Respondent **MAY** provide a proposal for such a facility that will be situated on or near one of the major thoroughfares (Nile Drive or Ennis Joslin Road) dissecting the Momentum campus. All costs associated with developing and constructing the drive-up ATM/ITM to be borne by Respondent. The placement and design of the drive-up ATM is subject to the review and approval of TAMU-CC. In addition to the housing complex, the Momentum campus boasts a tennis complex, beach volleyball courts and a soccer and track stadium that hosts NCAA division I athletic events throughout the year. Over 8,000 students attending TAMU-CC are commuters and use the Nile Drive or Ennis Joslin corridors (along with Alameda and Ocean) for travel to the Island University.

3.1.9 Support

- a. Describe the level of support and hours of operation for software issues and questions that are deemed to be non-critical. What is the process for reporting an issue at this level? What is your average initial response time for this level of problem? What is your average time to resolution?
- b. Describe the level of support and hours of operation for software issues and questions that while not critical, are deemed to be important to daily operations and may affect a large number of students, faculty and staff. What is the process for reporting an issue at this level? What is your average initial response time for this level of problem? What is your average time to resolution?
- c. Describe the level of support and hours of operation for software issues that are deemed to be critical to our operation. What is the process for reporting an issue at this level? Describe the process for contacting support if the issue occurs after hours. What is your average initial response time for this level of problem? What is your average time to resolution?
- d. Describe the support team structure that we would be operating under.
- e. What is the process for requesting enhancements to the software?
- f. Is there a support website available to Texas A&M University-Corpus Christi that would include access to a list of our reported issues with status updates, maintenance schedules and training information? Describe any additional information that would be available on this website.

3.1.10 Maintenance and Upgrades

- a. All system maintenance that requires downtime must be scheduled and take place at a time that would have the least amount of impact on our student users. Routine maintenance and upgrades must be scheduled well in advance and published. Once published, maintenance times should not be changed. Describe your yearly maintenance scheduling and implementation including how notification is given and the typical number of hours required to complete the maintenance.

3.1.11 Regulatory Compliance

- a. Is the Respondent compliant with the Department of Education Cash Management Regulations? Describe how this compliance is accomplished as well as how it is maintained.
- b. Does your system protect the privacy of customer educational and financial information? Does it meet the requirements of all applicable federal regulations, including the Family Educational Rights and Privacy Act (FERPA) and the Gramm-Leach-Bliley Act (GLB)?
- c. The Respondent and its system(s) must have strong internal accounting control processes. Please provide information on the internal accounting controls processes.

SECTION 4 - PROPOSAL RESPONSE

The Respondent recognizes that in its selection process Texas A&M University-Corpus Christi will rely, in part, on the answers provided in response to this Section. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete.

4.1 Company Profile

- A. Provide a contact name for this RFP response, including title, address, telephone number and email address.
- B. Number of years in business: _____
- C. Number of Employees: _____ (company wide) _____ (relevant branch office(s))
- D. Annual Sales Volume: _____ (company wide)
- E. 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.
- F. 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 the Agencies.
- G. 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.

4.2 Technical Proposal

Respondent should describe how their services can address the overall needs and requirements of Texas A&M University-Corpus Christi as described in *SECTION 3 – SCOPE AND SUPPORT*.

In responding to these requirements Respondent shall discuss the steps to accomplish each requirement as identified and stated in Section 3 (3.1 – 3.4). The Technical Proposal should be structured to address each sub-section in Section 3. Include screenshots, process flows, schedules, lists, etc. that demonstrate how you will meet the scope of work.

4.3 Vendor Qualifications

Respondent shall provide a response to the following items:

- A. Respondent must furnish at least four references from clients from the past three years for services provided similar in scope, size, and complexity to the scope of services described in Section 3 above. If possible, Texas A&M University-Corpus Christi requests that two of the references come from institutions of Higher Education and/or other public sector entities and ideally from schools within Texas A&M University-Corpus Christi.
 - Company/Agency name & address
 - Contact person name & title
 - Contact phone number and email address
 - Summary of services provided
- B. Has Respondent had any work with Texas A&M University-Corpus Christi, or any Texas A&M

University System Members, non-renewed or cancelled for any reason in the past five years?
If so, please provide details on work, agency, and time frame.

4.4 Pricing Proposal

Respondent shall provide a complete pricing proposal for the Services offered to include the following items as applicable.

- A. Initial Implementation or Set-Up Fee for Institution.
- B. Annual recurring – include all possible options, if applicable in the pricing of the service.
- C. Pricing for optional services offered.

4.5 Proposal Pricing Considerations

- A. Proposal must include pricing and rate cards for five (5) years to coincide with the initial term of an Agreement (Section 4.4).
- B. Any additional costs such as travel must be quoted as a separate line item. Allowed travel expenses must be in compliance with the State of Texas Travel Guidelines as defined by the Comptroller of Public Accounts.

4.6 Accessibility

Under Texas Government Code Chapter 2054, Subchapter M, Texas Administrative Code 206.70 and Texas Administrative Code 213 and implementing policy of the Texas A&M University-Corpus Christi Regulations 29.01.04, Texas A&M University- Corpus Christi must procure Products that comply with the accessibility standards when such products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, the Respondent must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

- a. Provide your Accessibility Conformance Report (ACR) with your RFP response. At a minimum your ACR should address accessibility, keyboard navigation, and screen reader accessibility.
<https://www.itic.org/policy/accessibility/>
- b. Provide Policy Driven Adoption Vendor Self-Assessment (PDAA) with your RFP response. This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations.
http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/Policy_Driven_Adoption_Vendor_Self-Assessment.docx
- c. Are all areas of your application fully Unicode compliant in terms of both data entry and display?
- d. Does your application fully support the major world orthographies (i.e., Chinese, Japanese, Arabic), including those with non-English directionality (R-L, or top to bottom)? Can it accommodate any practical orthographic tradition (i.e., Cherokee syllabics) that can be handled within Unicode?
- e. Does your application fully support math and formal logic equation editors/languages? (LaTeX, Equation Editor and Math ML)

f. What is your timeline for making all services fully accessible?

4.7 Historically Underutilized Business (HUB) Requirements

It is the policy of the State of Texas and Texas A&M University-Corpus Christi to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in prime contracting and subcontracting efforts. The goal of the HUB Program is to promote equal access and equitable opportunity in Texas A&M University-Corpus Christi contracting and purchasing activities.

As subcontracting opportunities may be possible, each Respondent is required to submit a properly completed HUB Subcontracting Plan (HSP) form for the scope of work defined within this RFP. A subcontracting opportunity is defined as any portion(s) of the scope contracted with a vendor to work, supply commodities for, or contribute towards completing work for a governmental entity.

Failure to submit a properly completed HSP (with the RFP submittal) may be considered a material failure to comply with the requirements of this RFP and may result in rejection of the response.

HSP FORM REQUIREMENTS

The HSP form shall be completed in accordance with the instructions outlined on the form, which can be found here: [Texas A&M University-Corpus Christi HSP form](#). The Respondent shall perform a Good Faith Effort, as applicable, and fulfill the requirements as stated in the HSP form. The Respondent shall list each anticipated subcontracting opportunity, if any, in Section 2b on the HSP form and complete the applicable attachment (Method A or Method B).

ADDITIONAL INFORMATION & ASSISTANCE

For more *information or assistance* in properly completing this requirement of this RFP, the Respondent may contact Mr. Ruben Gonzalez at (361) 825-5822 or ruben.gonzalez@tamucc.edu.

SECTION 5 - GENERAL TERMS AND CONDITIONS

- 5.1 TERMS AND CONDITIONS:** Texas A&M University-Corpus Christi reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which Texas A&M University-Corpus Christi determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. Texas A&M University-Corpus Christi reserves the right to award to the company, or companies, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates Texas A&M University-Corpus Christi to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by Texas A&M University-Corpus Christi without penalty or obligation at any time prior to the signing of a contract.

The Respondent must include a formal copy of any Respondent terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by Texas A&M University-Corpus Christi Office of General Counsel are essential prior to execution of any resultant agreement. In the event the Respondent does not supply terms and conditions with their submittal, Texas A&M University-Corpus Christi terms and conditions will govern this transaction.

- A. GOVERNING LAW: Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- B. NON-DISCRIMINATION: The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondent certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- C. CIVIL RIGHTS REQUIREMENTS: All Respondents must comply with applicable civil rights laws.
- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting a proposal, the Respondent certifies that it does not, and will not, during the performance of any resultant Agreement, employ undocumented immigrant workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- E. DEBARMENT STATUS: By submitting a proposal, Respondent certifies that it is not currently debarred from submitting submittals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.
- F. PUBLIC INFORMATION: Respondent is hereby notified that Texas A&M University-Corpus Christi strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information. Texas A&M University-Corpus Christi may seek to protect from disclosure all information submitted in response to this RFP until such time as the resultant Agreement is executed. Upon execution of the resultant Agreement, Texas A&M University-Corpus Christi will consider all information, documentation, and other materials requested to be submitted in response to this RFP to be of a non-confidential and non-proprietary nature and therefore subject to public disclosure under the Texas Public

Information Act, Texas Government Code, Chapter 552. Respondent will be advised of a request for public information that implicates its materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

- G. ALTERNATE PROPOSALS: Texas A&M University-Corpus Christi 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.
- H. ANTITRUST: Respondent hereby assigns to Texas A&M University-Corpus Christi, 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).
- I. EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of Texas A&M University-Corpus Christi or any of the University, (2) a person who at any time during the four years before the date of the contract was the executive head of Texas A&M University-Corpus Christi or any of the University, or (3) a person who employs a current or former executive head of Texas A&M University-Corpus Christi or any of the University.
- J. INSURANCE: Respondent shall obtain and maintain, for the duration of any resultant Agreement or longer, the minimum insurance coverage set forth on Exhibit C attached hereto.
- K. REQUIRED CONTRACT TERMS: The terms and conditions contained in the draft agreement attached as Exhibit D or, in the sole discretion of Texas A&M University-Corpus Christi, terms and conditions substantially similar to those contained in the attached agreement, will constitute and govern any Agreement that results from this RFP. If Respondent takes exception to any terms or conditions set forth in the attached agreement, Respondent will submit a list of the exceptions as part of its proposal. Respondent's exceptions will be reviewed by Texas A&M University-Corpus Christi and may result in disqualification of Respondent's proposal as non-responsive to this RFP. If Respondent's exceptions do not result in disqualification of Respondent's proposal, then Texas A&M University-Corpus Christi may consider Respondent's exceptions when Texas A&M University-Corpus Christi evaluates the Respondent's proposal.

EXHIBIT A
EXECUTION OF OFFER

DATE: _____

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 proposal. Failure to complete, sign and return this execution of offer with the proposal may result in rejection of the proposal.

Signing a false statement may void the submitted proposal or any agreements or other contractual arrangements, which may result from the submission of respondent's proposal. 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 "N/A" 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 Texas A&M University-Corpus Christi's 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 Texas A&M University-Corpus Christi;
- (v) Respondent has not been an employee of Texas A&M University-Corpus Christi within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (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 Texas A&M University-Corpus Christi, or the Executive Officers of Texas A&M University-Corpus Christi or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) 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;
- (xi) under Section 231.006, Family Code, the Respondent or applicant certifies that the individual or business entity named in this RFP, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resultant agreement may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that any resultant agreement may be terminated and payment withheld if this certification is inaccurate.

Respondent shall provide their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to sign manually or with electronic signature (such as DocuSign or Adobe Sign) below will disqualify the proposal response. The person signing the submittal should show title or authority to bind his/her firm in contract.

Federal EIN/Taxpayer ID #: _____

Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

| |
|---|
| <p>* By signing this RFP, 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).</p> |
|---|

EXHIBIT B
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 Texas A&M University-Corpus Christi or any employee thereof, or any person, firm or corporation under contract with Texas A&M University-Corpus Christi whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said Texas A&M University-Corpus Christi, 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 Texas A&M University-Corpus Christi.

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 Texas A&M University-Corpus Christi, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M University-Corpus Christi, 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_____

Notary _____

Subscribed and sworn to before me this

_____ day of _____, 2025.

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

_____. My commission expires: _____

EXHIBIT C INSURANCE

- A. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. 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-Corpus Christi ("Texas A&M University-Corpus Christi"). By requiring such minimum insurance, Texas A&M University-Corpus Christi shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER 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-Corpus Christi at least ten days before the effective date of the cancellation.

1. Worker's Compensation

Worker's compensation insurance with the following minimum limits of coverage:

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 Texas A&M University-Corpus Christi. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

2. 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.

3. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

| | |
|---------------------------------|-------------|
| 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 must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. Umbrella Liability Insurance \$5,000,000

5. Cyber Liability

Contractor shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover Contractor's duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

6. Professional Liability (Errors & Omissions)

- A.** 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 PROVIDER 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, PROVIDER 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 two (2) years after the expiration of cancellation of this Agreement.
- B.** PROVIDER shall deliver to Texas A&M University-Corpus Christi evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance 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.
- C.** Commercial General Liability and Auto Liability policies must be endorsed to name Texas A&M University Board of Regents ("Board of Regents"), Texas A&M University-Corpus Christi as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D.** All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents and Texas A&M University-Corpus Christi.
- E.** 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.
- F.** 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 PROVIDER under this

Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.

- G.** Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to the following Texas A&M University-Corpus Christi contact: contracts@tamucc.edu.
- H.** The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by Texas A&M University-Corpus Christi in writing.
- I.** Certificate Holder should read as follow:

The Board of Regents for and on Behalf of Texas A&M University System
Texas A&M University-Corpus Christi
6300 Ocean Drive
Corpus Christi, Texas 78412

EXHIBIT D
REQUIRED CONTRACT TERMS

DRAFT - DO NOT EXECUTE

MASTER SERVICES AGREEMENT
BY AND BETWEEN
TEXAS A&M UNIVERSITY-CORPUS CHRISTI
AND _____

This Services Agreement ("Agreement") is entered into and effective _____ (the "Effective Date"), by and between Texas A&M University-Corpus Christi, an agency of the state of Texas (hereafter referred to as "TEXAS A&M UNIVERSITY-CORPUS CHRISTI"), and _____, a _____ (hereafter referred to as "PROVIDER"). TEXAS A&M UNIVERSITY-CORPUS CHRISTI and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively.

TEXAS A&M UNIVERSITY-CORPUS CHRISTI and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

- A. This Agreement is not a contract to perform specific work but is intended to establish the terms and conditions under which Texas A&M University-Corpus Christi and agencies (hereafter referred to as "Member" or "Members") may enter into a contract individually with the PROVIDER to license and use PROVIDER's platform and/or other services set forth in Exhibit A of this Agreement ("Services") by executing an order form or purchase order (each an "Order Form") with PROVIDER. The Services requested by Member shall be delivered and/or licensed by PROVIDER to Member during the term of this Agreement in accordance with the rights, obligations and pricing set forth herein.
- B. The terms of this Agreement shall be incorporated into any Order Form executed by a Member and PROVIDER for delivery and/or license by PROVIDER of the Services during the term of this Agreement and the Order Form shall reference this Agreement. Upon execution of such Order Form, such Member is only responsible for its own compliance with the terms and conditions of this Agreement.

2. TERM AND TERMINATION

- A. The term of this Agreement begins on the Effective Date and continues for a period of _____ unless earlier terminated as provided herein; provided, however, that the terms of this Agreement shall remain applicable to any Order Form that was executed prior to the expiration or termination of this Agreement but whose period of performance extends beyond the expiration or termination of this Agreement. This Agreement may be extended for ____ () additional ____ () year periods upon mutual written agreement executed by the Parties.
- B. Either Party may terminate this Agreement effective upon written notice to the other Party if the other Party materially breaches any term of this Agreement and fails to cure such breach within ____ () days after receiving written notice of the breach. Furthermore, TEXAS A&M UNIVERSITY-CORPUS CHRISTI may terminate this Agreement at any time upon ____ () days prior notice to PROVIDER.
- C. The period of performance of any Order Form will be as provided in the Order Form. Either party to the Order Form may terminate such Order Form effective upon written

notice to the other party if the other party materially breaches any term of this Agreement or the Order Form and fails to cure such breach within __ (__) days after receiving written notice of the breach. In the event that the Member terminates the Order Form pursuant to this Section, the Member shall receive a pro-rata refund of any pre-paid fees. Furthermore, Member may terminate the Order Form at any time upon ____ (__) days prior notice to PROVIDER. The termination of any one Order Form will not affect any other Order Form or this Agreement.

3. PAYMENT TERMS

- A. Texas A&M University-Corpus Christi shall not pay any costs or fees as a direct result of this Agreement. The fees paid by Member to PROVIDER for the Services requested under the Order Form, shall be calculated based on the fee rate schedule attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated at the discretion of TEXAS A&M UNIVERSITY-CORPUS CHRISTI upon renewal of this Agreement. Additional rates and fees may be negotiated on a Member specific Order Form, provided no less favorable than under this Agreement.
- B. PROVIDER shall invoice Member for amounts due consistent with the payment schedule as negotiated under the Order Form. Each invoice must reference the Order Form and Member's purchase order number (if applicable) and include a description of services provided along with documentation that Member may reasonably request to support the invoice amount. Member will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. As applicable, for reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by Member in advance, PROVIDER will be reimbursed by Member according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, PROVIDER will submit to Member receipts, invoices and other documentation as required by Member. Under no circumstances will PROVIDER 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 (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to Member a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>.

4. INTELLECTUAL PROPERTY

- A. PROVIDER shall retain all rights, title, and interest in and to the Services. PROVIDER represents and warrants that: (i) it has the full right, power, and authority to grant the rights and licenses to Members; (ii) the Services do not infringe upon or violate any copyright, patent, trademark, or other proprietary or intellectual property rights of any

third party; (iii) the Services will perform substantially in accordance with PROVIDER's marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to Members; and (iv) PROVIDER and each of its employees, subcontractors, or agents who will perform the Services has the necessary knowledge, skill, experience, and qualifications to provide and perform the Services in accordance with this Agreement, and the Services will be performed for and delivered to Members in a diligent, professional, workmanlike manner in accordance with industry standards.

- B. PROVIDER shall indemnify and hold harmless Texas A&M University-Corpus Christi, Members, and their regents, employees, and agents (collectively, the "Texas A&M University-Corpus Christi Indemnitees") from any Claim arising from or related to (i) an allegation that any of the Services infringe upon or violate the intellectual property rights of a third party ("Infringement Claim") or (ii) PROVIDER's breach of any of its representations or warranties in this Agreement. If the Services become or are likely to become the subject of an Infringement Claim, then PROVIDER may, at its expense and option, either: (a) replace or modify the Services to make them non-infringing, while maintaining equivalent functionality; (b) procure for the Members the right to continue using the Services pursuant to this Agreement; or (c) terminate this Agreement and refund the Members, on a pro-rata basis, the amount of any pre-paid fees.

5. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable

opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.

- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

6. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
- C. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), Member hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Member in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

7. INDEMNIFICATION

PROVIDER shall indemnify and hold harmless Texas A&M University-Corpus Christi Indemnitees from and against any third-party claim, damage, liability, expense or loss asserted against Texas A&M University-Corpus Christi Indemnitees (each, a "Claim") arising out of (i) PROVIDER's negligent or willful errors or omissions under this Agreement, or (ii) PROVIDER's breach of any representation or warranty contained herein.

8. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

9. INFORMATION TECHNOLOGY

- A. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of TEXAS A&M UNIVERSITY-CORPUS CHRISTI Data (as defined below). PROVIDER shall periodically provide Texas A&M University-Corpus Christi with evidence of its compliance with the Security Controls within thirty (30) days of Texas A&M University-Corpus Christi request.
- B. **Data Privacy.**
- i. Texas A&M University-Corpus Christi or the applicable Member shall retain all right, title, and interest in and to all information, data or other content that Texas A&M University-Corpus Christi, the Members or its users enter, submit or upload to Services or otherwise provide to PROVIDER under this Agreement (collectively, the "Texas A&M University-Corpus Christi Data")
 - ii. PROVIDER shall hold TEXAS A&M UNIVERSITY-CORPUS CHRISTI Data in confidence. PROVIDER shall only use or disclose TEXAS A&M UNIVERSITY-CORPUS CHRISTI Data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by TEXAS A&M UNIVERSITY-CORPUS CHRISTI or the applicable Member. PROVIDER shall restrict disclosure of Texas A&M University-Corpus Christi Data solely to those employees, subcontractors or agents of PROVIDER that have a need to access Texas A&M University-Corpus Christi Data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.
 - iii. PROVIDER shall, within two (2) business days of discovery, report to TEXAS A&M UNIVERSITY-CORPUS CHRISTI or the applicable Member any use or disclosure of TEXAS A&M UNIVERSITY-CORPUS CHRISTI Data not authorized by this Agreement or in writing by TEXAS A&M UNIVERSITY-CORPUS CHRISTI or the applicable Member. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) Texas A&M University-Corpus Christi Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by TEXAS A&M UNIVERSITY-CORPUS CHRISTI or the applicable Member.
 - iv. PROVIDER must promptly notify TEXAS A&M UNIVERSITY-CORPUS CHRISTI or the applicable Member of any legal request for TEXAS A&M UNIVERSITY-CORPUS CHRISTI Data from a third party and take (and assist TEXAS A&M UNIVERSITY-CORPUS CHRISTI

or Member in taking) appropriate steps not to disclose such TEXAS A&M UNIVERSITY-CORPUS CHRISTI Data.

- v. Within thirty (30) days of the expiration or termination of this Agreement or an Order Form, PROVIDER, as directed by TEXAS A&M UNIVERSITY-CORPUS CHRISTI or the applicable Member, shall return all TEXAS A&M UNIVERSITY-CORPUS CHRISTI Data in its possession (or in the possession of any of its subcontractors or agents) to TEXAS A&M UNIVERSITY-CORPUS CHRISTI or the applicable Member.

10. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to TEXAS A&M UNIVERSITY-CORPUS CHRISTI and Members. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Members. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable TEXAS A&M UNIVERSITY-CORPUS CHRISTI and Members policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance

upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

- F. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Members.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. TEXAS A&M UNIVERSITY-CORPUS CHRISTI and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TEXAS A&M UNIVERSITY-CORPUS CHRISTI:

Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5731
Corpus Christi, Texas 78412
Attention: Deb Zentmire
Contracts Manager, CTCM
E-mail: deborah.zentmire@tamucc.edu

Phone: (361) 825-3918

PROVIDER: [_____] [_____]
Attention: _____
Phone: _____
Email: _____

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, 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.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Members is to be in the county in which the principal office of TEXAS A&M UNIVERSITY-CORPUS CHRISTI's governing officer is located.
- M. **Non-Waiver.** TEXAS A&M UNIVERSITY-CORPUS CHRISTI and Members are an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that TEXAS A&M UNIVERSITY-CORPUS CHRISTI and Members are an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TEXAS A&M UNIVERSITY-CORPUS CHRISTI and Members of their right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of TEXAS A&M UNIVERSITY-CORPUS CHRISTI and Members.
- N. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TEXAS A&M UNIVERSITY-CORPUS CHRISTI, Members and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of TEXAS A&M UNIVERSITY-CORPUS CHRISTI or the applicable Member, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives TEXAS A&M UNIVERSITY-CORPUS CHRISTI's sovereign immunity to suit or liability, and TEXAS A&M UNIVERSITY-CORPUS CHRISTI have not waived their right to seek redress in the courts.
- O. **Public Information Act.** PROVIDER acknowledges that TEXAS A&M UNIVERSITY-CORPUS CHRISTI 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. Upon TEXAS A&M UNIVERSITY-CORPUS CHRISTI's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TEXAS A&M UNIVERSITY-CORPUS CHRISTI to TEXAS A&M UNIVERSITY-CORPUS CHRISTI in a non-proprietary format acceptable to TEXAS A&M UNIVERSITY-CORPUS CHRISTI that is accessible by the public. PROVIDER acknowledges

that TEXAS A&M UNIVERSITY-CORPUS CHRISTI 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

- P. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement 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. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
- R. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER 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.
- S. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement 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. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- T. **HUB Subcontracting Plan.** It is the policy of the state of Texas, TEXAS A&M UNIVERSITY-CORPUS CHRISTI to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in TEXAS A&M UNIVERSITY-CORPUS CHRISTI contracting and purchasing. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to TEXAS A&M UNIVERSITY-CORPUS CHRISTI and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.
- U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that

(a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- V. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- W. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- X. **Loss of Funding.** Performance by TEXAS A&M UNIVERSITY-CORPUS CHRISTI under this Agreement 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, TEXAS A&M UNIVERSITY-CORPUS CHRISTI will issue written notice to PROVIDER and TEXAS A&M UNIVERSITY-CORPUS CHRISTI may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TEXAS A&M UNIVERSITY-CORPUS CHRISTI. In the event of a termination or cancellation under this Section, TEXAS A&M UNIVERSITY-CORPUS CHRISTI will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- Y. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits TEXAS A&M UNIVERSITY-CORPUS CHRISTI from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by TEXAS A&M UNIVERSITY-CORPUS CHRISTI during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Members that was employed by TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Members during the twelve (12) month period immediately prior to the effective date of the Agreement.
- Z. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of Texas A&M University-Corpus Christi's Board of Regents, nor any officer of TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Members, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- AA. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- BB. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Members

under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Member becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Member will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TEXAS A&M UNIVERSITY-CORPUS CHRISTI or Member.

- CC. **Campus Secure Areas; Research Activities; Confidentiality.** Only applicable to the extent TEXAS A&M UNIVERSITY-CORPUS CHRISTI enters into an Order Form for the RELLIS Camus, the parties acknowledge that activities at the RELLIS Campus involve the conduct of research, which may be highly sensitive in nature. The parties agree that PROVIDER’s access to the RELLIS Campus (including access by its employees, agents, and subcontractors) shall be restricted to the locations and purposes described herein, or otherwise authorized by Texas A&M University-Corpus Christi. The parties agree that all research and testing information and activities (“Research Activities”) conducted or accessed on the RELLIS Campus shall be considered Confidential Information (as defined herein) belonging to Texas A&M University-Corpus Christi or the individual researcher or licensee conducting the Research Activities. PROVIDER agrees that it (including its employees, agents, and subcontractors) shall comply with any security processes and procedures communicated to PROVIDER before or during PROVIDER’s access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS Campus. In the event that PROVIDER (including its employees, agents, and subcontractors) should view, receive, hear, observe, or access Research Activities of any entity at the RELLIS Campus (whether from air space, office, hangar, common area, electronically, or by any other means), PROVIDER (including its employees, agents, and subcontractors) shall treat all such information as Confidential Information and shall use reasonable care to protect the Confidential Information from disclosure and not disclose, copy, photograph, record, retain, use or discuss any such Confidential Information. For purposes of this section, Confidential Information means any information not publicly known or available, including, but not limited to, sensitive, proprietary or other non-public information, or trade secrets, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. PROVIDER is responsible for ensuring compliance of its employees, agents and subcontractors with this section.
- DD. **Department of Education (DOE) Guidance.** To the extent that the DOE Dear Colleague Letter dated February 15, 2023 and subsequent DOE Dear Colleague Letter updates related thereto (“Letter”) and any related laws, rules, regulations, or updated guidance (“Rules”), as may be issued or amended from time to time, are applicable to this Agreement, as determined by Texas A&M University-Corpus Christi in its sole discretion, All Campus agrees that it will negotiate in good faith to amend this Agreement to comply with such Letter and Rules. In the event that the parties are unable to reach an agreement on an amendment, Texas A&M University-Corpus Christi may immediately terminate this Agreement.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Texas A&M University-Corpus Christi

[_____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service

Exhibit B – Fee Rate Schedule

Exhibit C – Insurance

Exhibit D– Contract (sample contract that will be revised as applicable)

* HUB Subcontracting Plan (HSP) <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/hub-program/forms.php>