



TEXAS A&M UNIVERSITY-CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 OCEAN DRIVE, Unit 5731

CORPUS CHRISTI, TX 78412-5731

REQUEST FOR PROPOSAL

Verification and Call Campaign of Financial Aid Files

RFP Number:

RFP5-0002

CLASS 946-49

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. Central Time on December 15, 2014

MAIL PROPOSAL TO:

Texas A&M University-Corpus Christi
Purchasing Department

RFP5-0002

6300 Ocean Drive Unit 5731

Corpus Christi TX 78412-5731

HAND DELIVER AND/OR

EXPRESS MAIL TO:

Texas A&M University-Corpus Christi
Purchasing Building

RFP5-0002

6300 Ocean Drive Room 102A

Corpus Christi TX 78412

Show RFP Number, Opening Date and Time on Return Envelope

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

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

DATED: November 25, 2014

RFP INQUIRIES :

Nereida Dominguez

Buyer

Texas A&M University-Corpus Christi

Purchasing Department

361-825-3434

Email: nereida.dominguez@tamucc.edu

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SECTION I

GENERAL

1.1 Introduction.

Texas A&M University-Corpus Christi (TAMUCC) Scholarships & Financial Aid is seeking proposals and intends to enter into an agreement with a qualified vendor to provide verification of financial aid files and Call Campaigns. TAMUCC– Financial Aid needs a third party provider to deliver quality verification of files and up to 20 call campaigns a year. The successful proposer shall provide efficient service with a fast turnaround time at a reasonable cost. To reduce the use of resources dedicated to repeatedly training new staff members each processing cycle and to ensure the highest level of accuracy and quality assurance, we are seeking a solution that will deliver the following:

Completion of the federally required verification process using a secure, compliant method (per the U.S. Department of Education) for applications selected for the federal verification process and for outgoing call campaigns for the Enrollment Management Department.

TAMUCC is seeking a service provider that can perform the verification process for approximately 4000 student files per year. The provider would complete the verification process for each single file review at a set flat rate as specified in the outlined requirements. The processing solution would entail collection of all required documents and completing the entire verification evaluation upon receipt of verification report which would indicate which files have been chosen for Verification by the U.S. Department of Education. Also Enrollment Management Call Campaigns would also be included in this RFP. We anticipate about 15-20 Call Campaigns a year. The call campaigns would include outgoing calls only. Each campaign could be from 50 students to 3000 students depending on the type of campaign.

Verification:

Once the Verification evaluation is complete, the vendor would notify TAMUCC of the accuracy status. If the file is accurate, the vendor would notify TAMUCC of this status. If the file is inaccurate, the vendor would correct the student record and recalculate the Expected Family Contribution and the Vendor would send the update to the Central Processing Servicer. If the vendor determines that additional documentation is required before further steps can be taken, the vendor would notify the student of any missing document, upon receipt of the required documents by the vendor, the file will be review again and verification file will be completed.

Call Campaigns:

Each call campaign could range from 50 – 300 students. All campaigns would be outbound calls only. The majority of the outbound calls would be out of the Office of the Enrollment Management Division, which includes Financial Aid, New Student Programs, Admissions, Registrar's Office, and Veterans Office. The outbound calls would be to notify student of missing documents, reminder of payment, reminder to enroll, reminder to accept Financial Aid Awards, etc..

1.2 Contract Term.

Once executed by the parties, this agreement will be in effect for a period of one (1) year, with the option to renew for an additional, four (4) years, one (1) year at a time if mutually agreed upon by both parties. All terms and conditions shall remain the same. If the renewal options are exercised, the successful vendor may increase their contract price to reflect the cost of providing services. A maximum percentage increase must be quoted for extension period. Failure to indicate a maximum percentage increase, it will be assumed the percentage is zero (0%).

First Year Extension Period: _____% Third Year Extension Period: _____%

Second Year Extension Period: _____% Fourth Year Extension Period _____%

1.3 Pricing. Pricing shall be on the two requests made within the Pricing & Timeline Schedule (Section VI). Please note that item # 2 is only intended to be an estimate total cost of ownership and future contracts will not be held to the estimate provided herein.

1.4 Definitions. For purposes of this RFP, the following definitions apply:

- (a) Addendum - A modification of the specifications issued by TAMU-CC and distributed to prospective Respondents prior to the opening of bids;
- (b) Best and Final Offer (“BAFO”)- A formal request made to selected Respondents for revisions to the originally submitted Proposal;
- (c) Contract – The contract awarded as a result of this RFP and all exhibits thereto., This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits; and
- (d) Contractor/Respondent – Vendor whose Proposal results in a contract with TAMU-CC.
- (e) Schedule – Deliverables for the particular scope of work. This could also include the time frame for delivery, installation and labor to meet the schedule requirements.
- (f) Past Experience – past experience in providing the scope of work requested. This includes University experience and can even include aviation or FAA experience comparable to the requirements of the RFP.
- (g) Approach to Perform Task – Approach to completing the scope of work for this project.
- (h) Submittal of Proposal Contents – Proposal information that is required with Information that is needed for this proposal to meet the requirements and deliverables of the SOW.

1.5 Hub Subcontracting Plan (HSP)

It is the policy of the State of Texas, Texas Procurement and Support Services (**TPASS**) and Texas A&M University-Corpus Christi to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontract and purchasing transactions. TAMU-CC initiatives through the Purchasing Department are to assist our prime contractors and core company/agents to achieve these ends through race, ethnic and gender-neutral means. The goal of the HUB Advocacy Program (HUBAP) is to promote full and equal business opportunity for all businesses in contracting and purchasing.

Texas A&M University-Corpus Christi has reviewed this RFP in accordance with Title 34, Texas Administrative Code, Section 20.14, and has determined that subcontracting is not probable as part of this RFP.

SECTION II

STATEMENT OF WORK

Technical Proposal

Provide a detailed plan on how you propose to furnish verification of financial aid files based on your understanding of the current environment and the scope of work described in Section 1.3, response shall clearly detail:

2.1 Verification Service Requirements

All Verification Service Requirements stated must be met and supporting documentation provided with your bid. Be sure to provide and explain why any of the Verification Service Requirements are not applicable for your solution.

- 2.1.1 Perform the remote automated federal verification process for individual financial aid applications per federal statutes, regulations, rules and guidelines.
- 2.1.2 Must be compliant with the Family Education Rights and Privacy Act (see <http://rules-saps.tamu.edu/PDFs/13.02.99.M0.01.pdf> for details)
- 2.1.3 Provide and carry out a clear and effective federal compliance plan and must notify TAMU-CC within 24 hours of a change in their or their designee's compliance plan.
- 2.1.4 Provide and maintain a quality assurance plan to ensure accuracy.
- 2.1.5 Provide a tested infrastructure for the ability to securely access our systems and securely access all data when using it, transmitting it and storing it (e.g., not compromising confidential data, ensuring privacy, preventing any altering of data without cause, etc.). Supporting documentation includes a comprehensive description of the security environment and the process and frequency for performing penetration testing and vulnerability testing.
- 2.1.6 Provide TAMUCC with evidence of industry standard security controls as part of a documented information security program to include technical, administrative and physical security measures including security controls related to program and workflow changes.

- 2.1.7 Maintain the security of and handle any data provided by TAMU-CC in a responsible manner, to include not copying or storing. If printing is required, printed copies must be securely destroyed.
- 2.1.8 Show evidence that their systems are secure. Acceptable evidence includes: third party audit report (i.e., SOC 2 or SOC 3) or a comprehensive description of their control environment including:
 - 2.1.8.1 Physical access to the equipment housing the application and data backups
 - 2.1.8.2 Security Administration procedures for the application and operating system environment.
 - 2.1.8.3 Logical access controls for the application and operating system environment.
 - 2.1.8.4 Network security including firewalls, patch maintenance and incident response to breaches, virus and other attacks.
 - 2.1.8.5 System Development and Maintenance procedures including application change management procedures and audit tracking of all changes.
 - 2.1.8.6 Application, operating system and network security monitoring procedures.
 - 2.1.8.7 Daily database backup procedures
 - 2.1.8.8 Written recovery plan of the PSOA database and infrastructure environment
 - 2.1.8.9 User control considerations
 - 2.1.8.10 When retired, computer hard drives or other storage media that have been encrypted shall be sanitized in accordance with TAC §202.78, Removal of Data from Data Processing Equipment to prevent unauthorized exposure
- 2.1.9 Abide by TAMU's Acceptable Use Policy (see appendix for details).
- 2.1.10 Solution must enforce segregation between various customers to ensure that TAMU-CC's information cannot be accessed by other vendor customers.

- 2.1.11 All data transmissions must be encrypted. All encryption mechanisms implemented must support a minimum of, but not limited to, AES 256-bit encryption (<http://rules.tamu.edu/PDFs/29.01.99.M1.31.pdf>)
- 2.1.12 Proposer must agree to notify TAMU-CC of any suspected and/or confirmed breach of security.
- 2.1.13 Solution must include an automated interface integrated with TAMU-CC's student information system, if necessary. The majority of IT work to achieve this integration must be performed by the provider's staff.
- 2.1.14 Solution must be compatible with Ellucian software
- 2.1.15 Proposer must limit remote access to log into TAMU-CC's Banner system and access TAMU-CC's File net and ImageNow imaging system to specified individuals using commonly supported web browsers.
- 2.1.16 Proposer must restrict their access to TAMU-CC's systems from a maximum of 10 static IP addresses – allowing TAMU-CC to open their system only to the internet addresses necessary for the vendor to perform their work. Further, these IP addresses must be maintained on a network which has been secured to industry standards.
- 2.1.17 Show and provide a tested back-up plan for all exchanged data, including the testing frequency and the date of the last test.
- 2.1.18 Proposer must ensure daily backups for all TAMU-CC data.
- 2.1.19 Verification processing turnaround time for individual financial aid applications should not exceed 48 hours.
- 2.1.20 Proposer must provide customer service hours M-F, 8:00AM-5:00PM CST to respond to the status of individual applicant files.
- 2.1.21 Proposer must provide a direct email communication channel and telephone customer service center or help desk to respond to the status of individual applicant files.
- 2.1.22 Proposer must provide file status detail to TAMU-CC on demand during stated customer service hours.
- 2.1.23 Solution shall provide TAMU-CC an electronically secured status report, at least daily, listing each file transaction status.

2.1.24 Proposer's contractual and any sub-contractual services purchased by TAMU-CC must be performed within the United States. This includes the locations of the data storage and customer service or help desk.

2.1.25 Proposer shall acknowledge that said vendor will follow and comply with the terms specified in "Vendor Access" represented in **appendix A**

2.2 Call Campaign Requirements

2.2.1 Deploy a Client branded student outreach center to provide outbound engagement of students in support of acknowledgement of their award letter

2.2.2 Provide a client branded toll-free number for return calls from students

2.2.3 Provide knowledgeable student contact center staff to engage Client's students in the acknowledgement of their award letter

2.2.4 Engage students utilizing a Client branded telephone calls during the award process:

2.2.4.1. Perform a total of three (3) live telephone outreach campaigns per unique student prior to client's start date

2.2.4.2. Perform a minimum of up to three (3) contact attempts per outreach campaign

2.2.4.3. Leave a scripted voicemail message if student is not available per defined script developed by Vendor and Client

2.2.4.4. The schedule of the outreach campaigns will be mutually defined by Vendor and Client

2.2.5. Provide a list of students Vendor was unable to engage for follow-up to the Client

2.3 Support Services

2.3.1 Provide a named Client Engagement Manager who will be performing the following tasks:

- Act as the primary point of contact for all service and services issues between Client and Vendor unless otherwise detailed herein
- Meet with Client leadership on a monthly basis to review service outcomes and quality of service

- Review performance metrics and analysis monthly with Client to determine and act upon ways to improve overall services performed by both Client and Vendor in support of Client's students
- Act as escalation point for any questions or issues during delivery of services

2.4 Reporting

- 2.4.1 Provide bi-weekly report detailing specific call metrics as agreed upon by Client and Vendor.

SECTION III

PROPOSAL INFORMATION

3.1 Schedule of Events. The solicitation process for this RFP will proceed according to the following schedule:

Texas A&M University-Corpus Christi reserves the right to change the dates shown below upon written notification.

<u>Event</u>	<u>Date</u>
Issue RFP	November 25, 2014
Deadline for Submission of exclusions and clarifications	December 4, 2014
Addendum – last submission	December 9, 2014
Opening	2:00PM CST December 15, 2014
Expected Award of Contract	TBD
Expected Start Date	TBD

3.2 Revisions To Schedule.

TAMU-CC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the TAMU-CC purchasing website and on the Electronic State Business Daily as an Addendum. See section 3.5 for URL.

3.3 Proposal Requirements.

(a) Submissions: Respondents shall submit one (1) original hard copy and Six (6) *thumb drives* of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

(b) Costs: Respondents to this RFP are responsible for all costs of Proposal preparation.

(c) TAMU-CC will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least **14 point font**.

(d) Proposals should be marked proprietary. All proposals and information for this project shall be proprietary to LSUASC.

(e) Contents: Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. TAMU-CC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. **The following documents must be submitted with the Proposal.**

- (1) **Section V** – Signed Execution of Proposal: Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.
- (2) **Section VI** – Pricing & Timeline Schedule: Provide requested information as directed.
- (3) **Section VII- Respondent's Questionnaire** Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.
- (4) **Section VIII** – References: Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include a detailed project description, contact names, position, and company name and telephone number for each reference listed.
- (5) **Section IX** - Experience and Qualifications: Describe in as much detail as possible services your organization has provided in the past 5 years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include

resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP.

3.4 Inquiries

- (a) All inquiries shall be submitted in writing to Nereida Dominguez, Buyer, at facsimile (361) 825-2772 or by e-mail to Nereida.Dominguez@Tamucc.edu or all RFP Technical questions and all Scope of work questions to Jeannie.Gage@TAMUCC.edu by **DATE (purchasing will provide)** at 5:00 PM Central Daylight Time, the date listed as the deadline for submission of questions as specified in Section 3.1 above.
- (b) All inquiries will result in written responses to all vendors that are participating with the RFP process. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- (c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- (d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a "blanket exception" to this entire RFP. If any Respondent takes a "blanket exception" to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration.

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

3.5 Proposal Submission.

- (a) All Proposals shall be received and time stamped at TAMU-CC prior to **2 pm**, Central Daylight Time, on the date specified in the Schedule of Events above. TAMU-CC reserves the right to reject late submittals.
- (b) Proposals should be placed in an envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver the Proposal to TAMU-CC by the specified date.
- (c) Telephone and facsimile Proposals will not be accepted.

(d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

3.6 Delivery of Proposals. Proposals shall be submitted to TAMU-CC by one of the following methods:

<p>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL</p> <p>Texas A&M University-Corpus Christi Purchasing Department RFP5-0002 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731</p>	<p>HAND DELIVER TO:</p> <p>Texas A&M University-Corpus Christi Purchasing Building RFP5-0002 6300 Ocean Drive, Room 102A Corpus Christi, TX 78412-5731</p>
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3.7 Proposal Opening. Proposals will be opened at:

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

 Corpus Christi, TX 78412-5731

- (a) All submitted Proposals become the property of TAMU-CC after the RFP submittal deadline/opening date.
- (b) Proposals submitted shall constitute an offer for a period of ninety (180) days or until selection is made by TAMU-CC, whichever occurs earlier.

3.8 Proposal Evaluation and Award.

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

- c) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

Evaluation Criteria	Possible Points
Services – Meeting scope of work	30
Ease of use and reports – demonstrative website	
Proposed Services	
Website functionality and capabilities	
Implementation plans/schedule	
Demonstration website tests	
Sample checks and forms	
Turnaround time	
Qualifications, Experience and Company Information	25
Prices and Fees - searches and any other associated costs	35
References	10
Total Points	100

*** - Pricing is based upon the estimated total cost of ownership (see section VI - Pricing & Timeline Schedule).**

- (d) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing
- (e) In evaluating Proposals to determine the “Best Value” for the State, TAMU-CC may consider information related to past contract performance of a Respondent including, but not limited to, TPASS’ Vendor Performance Tracking System (available at http://www.window.state.tx.us/procurement/prog/vendor_performance).
- (f) Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

SECTION IV

FEDERAL and GENERAL TERMS AND CONDITIONS

4.0 Specific Terms and Conditions - Federal Funded Contracts

4.0.1 Termination for Convenience

The Agency may terminate performance of work under this contract in whole or, from time to time, in part if the Agency purchasing officer determines that a termination is in the Agency's best interest.

The Agency may terminate any resulting contract for convenience by providing (1) a statement that the contract is being terminated for the convenience of the Agency, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the contractor is to take to minimize the impact on personnel.

Upon any notification of termination for convenience, the contractor is to (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise the Agency of any special circumstances precluding stoppage of work, (4) perform the continued portion of the contract if the termination is partial, (5) take any action necessary to protect property in the contractor's possession in which the Agency has an interest, (6) notify the Agency of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by the Agency.

4.0.2 Partially Completed Work

No later than the first calendar day after the termination of this contract, or at the Agency's request, contractor shall deliver to the Agency all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely delivery such work or any and all documentation or other products and results of the services shall be considered a material breach of this contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the Agency.

4.0.3 Default

If contractor is found to be in default under any provision of this contract, the Agency may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, contractor

will be responsible for paying damages to the Agency including, but not limited to, re-procurement costs, and any consequential damages to the Agency resulting from contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

4.0.4 Right to Audit

The federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

4.0.5 Small Business, Minority Owned Firms and Women's Business Enterprises Efforts

Consistent with federally funded projects, the Agency shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, are used to the fullest extent practicable. This is basically accomplished through the use of the Texas Certified Historically Underutilized Business (HUB) list. Additional efforts shall include, but shall not be limited to:

- a. Including such firms, when qualified, on solicitation mailing lists;
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually;
- f. Supplementing the HUB list by using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

4.0.6 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2,000.00 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4.0.7 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000.00 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4.0.8 Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333)

Where applicable, all contracts awarded by recipients in excess of \$2,000.00 for construction contracts and in excess of \$2,500.00 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.0.9 Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See 37 CFR 401.14(a) http://www.access.gpo.gov/nara/cfr/waisidx_09/37cfr401_09.html.

4.0.10 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution

Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4.0.11 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

4.0.12 Debarment and Suspension (E.O.s 12549 and 12689)

A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

4.1 General Terms and Conditions

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

Texas A&M University-Corpus Christi (Texas A&M-CC) reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on "Best Value". Additionally, all respondents are hereby notified that Texas A&M University-Corpus Christi shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: past experience, references, proposal, and price. Texas A&M University-Corpus Christi decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

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

If there are any exceptions or additions to these Terms and Conditions, the changes must be submitted in writing with the Proposal submission.



CONTRACT FOR SERVICES

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

Contract Number: _____ RFP Number: _____

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

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

1. SCOPE OF SERVICES

[NOTE: THIS SECTION MAY BE FILLED OUT OR YOU MAY REFERENCE AN EXHIBIT AND ATTACH EXHIBIT WITH THIS AGREEMENT]

The scope of work includes that work that is outlined in Section ____ of the RFP XX-XXXX or the attached Exhibit A "Statement of Work"

2. TERM OF THE CONTRACT

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

3. COMPENSATION AND METHOD OF PAYMENT

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

[OR]

- A. TAMU-CC shall compensate the Contractor for the services at the rate of \$_____per _____ (e.g., hour, day, week, semester).
- B. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s)
- C. Payment will be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University's Invoice(s) on Non-State Funds that is (are) received. TAMU-CC shall process all invoices in compliance with State of Texas prompt payment laws and the regulations of the Texas Comptroller's Office.
- D. Reimbursement for travel:
- (1) All travel and meals are part of this contract. No reimbursement will be made.

[OR]

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

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

4. CONTRACT DOCUMENTS

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

- A. This Executed Contract;
- B. Exhibit "A" – Statement of Work;
- C. Exhibit "B" – The RFP and Addenda;
- D. Exhibit "C" – Contractor's Proposal; and,
- E. Exhibit "D" – Other Attachments.

5. VENUE

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

6. GOVERNING LAW

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

7. SEVERABILITY

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

8. INSURANCE

Contractor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance, the TAMU-CC shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to TAMU-CC.

Insurance must be carried to at least the following minimum amounts:

<u>Coverages</u>	<u>Limit</u>
A. Worker's Compensation*	
Statutory Benefits (Coverage A)	Statutory
Employer's Liability (Coverage B)	\$500,000 Each Accident
	\$500,000 Disease/Employee
	\$500,000 Disease/Policy Limit

** If this coverage is waived, the contractor, employees thereof, and sub*

contractors must sign a hold harmless and indemnification agreement.

B. Automobile Liability

Owned Vehicles \$1,000,000	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000

C. Commercial General Liability

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products / Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to Premises	\$ 100,000
Medical Payments	\$ 5,000

Additional Endorsements

Auto and Commercial General Liability Policies shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University – Corpus Christi as additional insured.

Contractor will provide certificates indicating such insurance is in force and effect within ten (10) working days after full execution of this Agreement, and such certificates must state that TAMU-CC will be notified in the event of cancellation of coverage. Failure to maintain insurance coverage as described above will be considered a default under this Agreement.

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

9. ENTIRE AGREEMENT

This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to

matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

10. ASSIGNMENT

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

11. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless TAMU-CC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Contractor or any agent, employee or representative of Contractor in the execution or performance of this Contract.

12. FORCE MAJEURE

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

13. DISPUTE RESOLUTION

[ALTERNATIVE 1]

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

[ALTERNATIVE 2]

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

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

- (A) Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, *Texas Government Code*. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to Director of

Contracts. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter

- (B) 2260, subchapter C, *Texas Government Code*.
- (C) The contested case process provided in Chapter 2260, subchapter C, *Texas Government Code*, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (D) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the *Texas Civil Practices and Remedies Code*. Neither the execution of this Contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this Contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the *Texas Administrative Code*.

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

14. STATE CONTRACTING REQUIREMENTS

A. CHILD SUPPORT:

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

B. DEBTS OR DELINQUENCIES:

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

C. FRANCHISE TAX CERTIFICATION:

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

D. COMPENSATION FOR PREPARING BID SPECIFICATIONS:

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

E. BUY TEXAS:

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

F. PUBLIC INFORMATION ACT:

Contractor acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Contract.

G. LOSS OF FUNDING:

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

H. STATE AUDITOR'S OFFICE:

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

I. HISTORICALLY UNDERUTILIZED BUSINESS:

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

J. NON-WAIVER PROVISIONS:

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

15. NOTICES

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

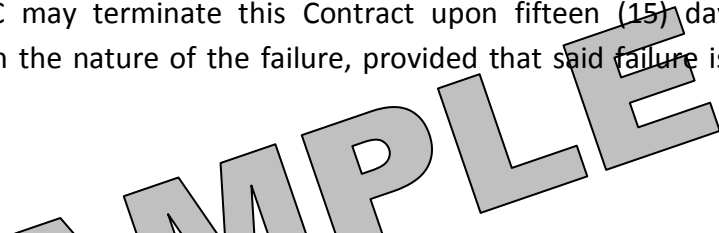
TAMU-CC: 6300 Ocean Drive, MS 5731
Corpus Christi, Texas
Attention: Director of Contracts
E-mail: contracts@tamucc.edu

Contractor: _____

Attention: _____
Phone: () _____
Fax: () _____
E-mail: _____

16. DEFAULT AND TERMINATION

A. In the event of substantial failure by Contractor to perform in accordance with the terms of this Contract, TAMU-CC may terminate this Contract upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of



TAMU-CC. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.

B. TAMU-CC may, without cause, terminate this Contract at any time upon giving thirty (30) days advance notice to Contractor. Upon termination pursuant to this paragraph, Contractor

shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided that Contractor shall deliver to TAMU-CC all completed, or partially completed, work and any and all documentation or other products and results of these services. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TAMU-CC. TAMU-CC shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of termination notice.

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

17. INDEPENDENT CONTRACTOR

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

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

CONTRACTOR:

TEXAS A&M UNIVERSITY-CORPUS CHRISTI:

By: _____ By: _____

Signature

Signature

Name: _____

Name: _____

Printed/Typed Name

Printed/Typed Name

Title: _____

Title: _____

Date: _____

Date: _____

[ADD THE FOLLOWING AFTER NON-WAIVER PROVISIONS, IF APPLICABLE:]

PREVIOUS EMPLOYMENT:

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

ACCESS BY INDIVIDUALS WITH DISABILITIES:

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

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

SECTION V
EXECUTION OF PROPOSAL

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

By signature hereon, the respondent certifies that:

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

He/she has not given, offered to give, nor intends to give at 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. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the proposer or the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

By signing this proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

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

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

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

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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

RESPONDENT**(Company)** _____**SIGNATURE (INK):** _____**NAME (PRINTED)** _____**TITLE:** _____ **DATE:** _____**STREET:** _____**CITY/STATE/ZIP** _____**TELEPHONE AND FAX/SCMILE NO.:** _____**TEXAS IDENTIFICATION NUMBER (TIN):** _____

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

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

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

Section VI
Pricing & Timeline Schedule

Proposal Pricing Summary.

The university reserves the right to award this RFP on “Best Value”. The university reserves the right to award or not to award this RFP.

Verification		
Service Rate Per student for complete verification review		
Verification with 48 hour turnaround	\$	Per file
Standard Verification	\$	Per file
Service Rate per student with subsequent file verification reviews		
Follow Up Review with 48 hour turnaround	\$	
Standard Follow Up Review	\$	
Set-up fees		
Option 1: System Access via Secure Web Access	\$	
Option 2: System Access via Site to Site Dedicated VPN Access	\$	
Training include any travel	\$	
Materials/Equipment	\$	
Policy and Procedure Manual	\$	
Electronic Signature cost per signature	\$	
Verification outbound calling cost per call	\$	Per Minute
Cost for C-Codes resolutions?	\$	Per Code
Optional:		
Please include any additional software that shall be needed for the proposal on verification and call Campaign.	\$	

Call Campaigns		
Cost per outbound call	\$	Per minute
Set-up fees	\$	Set up fee per Call Campaign
Training include any travel	\$	
Materials/Equipment	\$	

TIMELINE: Submit detailed time line for your verification process and Call campaign. You may provide Gantt Chart.

Projected date to be completed: _____

SECTION VII

RESPONDENT'S QUESTIONNAIRE

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

7.1 Company Profile

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

7.2 Security Questionnaire

- 7.2.1 Describe any firewall hardware, software, and administration processes used to protect data on storage or processing devices that support this system.
- 7.2.2 Describe user account management including password policies, administrative roles and rights, and what approvals and administrative approvals are required for the establishment of user accounts.

- 7.2.3 What measures are taken to protect or destroy sensitive information, including that existing backup media?
- 7.2.4 What encryption methods and standards are used in network transmission and storage?
- 7.2.5 Describe methods used to protect servers and storage devices from viruses, spam, and intrusion, including patch and upgrade management policies.
- 7.2.6 Describe the physical setting in which servers and storage devices are housed that address physical security, environmental security, and physical access.
- 7.2.7 If wireless technologies are used in server and network administrative what measures are taken to protect wireless transmissions?
- 7.2.8 Describe backup procedures, locations, media, and frequency, and rotations.

7.3 VERIFICATION

- 7.3.1 What is the processing time to complete a verification file once the file is complete and all necessary documents have been received?
- 7.3.2 Are you utilizing any form of Dynamic forms? If so, do you support your own creation and maintenance of forms or do you rely on a third party?
- 7.3.3 Will students and parents be able to utilize e-signature for documents/forms? If so, will there be an additional cost and how much?
- 7.3.4 Will students be able to upload their documents to your data base or portal, real time?
- 7.3.5 How are students notified of missing documents? Email, phone call, text, paper letter?
- 7.3.6 Will you provide a report or portal where the Institution can view daily up to date information on the status of the students missing documents, status of verification and communications/conversations from the students, etc...?
- 7.3.7 Will the Institution and students be able to upload documents to your portal?
- 7.3.8 Can students/parents upload documents using a mobile device?
- 7.3.9 Will you be able to provide a file that can be used to update student verification status in our Banner system? How often?
- 7.3.10 Will you be able to provide a file that can be used to update the status of tracking documents in our Banner system? How often?
- 7.3.11 Does your company allow home based verification processing?
- 7.3.12 Does your company provide any Texas based account management support?

7.4 CALL CAMPAIGNS

- 7.4.1 Do you offer bi-lingual support?
- 7.4.2 In addition to phone calls, does your company also offer, text, email?
- 7.4.3 Will a dedicated toll free number be set up for incoming calls?
- 7.4.4 Will skip tracing be utilized for those students with bounce back or bad phone numbers?
- 7.4.5 What is your FERPA policy?
- 7.4.6 Can you offer caller id with school name?
- 7.4.7 Does your company allow home based call center staff?

SECTION VIII
REFERENCES

List below other organizations (users of similar size and structure to Texas A&M University-Corpus Christi preferred) for which these or similar services have been provided:
List must include a contact name and current phone number.

Company Name _____

Address: _____

City, State, Zip code: _____

Project Description: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name _____

Address: _____

City, State, Zip code: _____

Project Description: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name: _____

Address: _____

City, State, Zip code: _____

Project Description: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

SECTION IX
EXPERIENCE & QUALIFICATIONS

Describe services your organization has provided in the past 5 years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP.

Appendix A

Vendor Access:

Pursuant to Title 1, Chapter 202, §202.77 of the *Texas Administrative Code*, COMPANY hereby acknowledges responsibility to comply with all applicable TAMU-CC policies, rules, standards, practices and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TAMU-CC.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. Mission Critical Information is information that is defined by TAMU-CC to be essential to the continued performance of the mission of TAMU-CC, the unavailability of which would result in consequences to TAMU-CC.

In the event COMPANY should obtain or be granted access to Confidential and/or Mission Critical Information of TAMU-CC ("TAMU Information"), COMPANY will keep and protect TAMU –CC Information confidential to no less than the same degree of care as required by TAMU-CC policies, rules and procedures. At the expiration or early termination of this Agreement, COMPANY agrees to return all TAMU-CC Information or agrees to provide adequate certification that the TAMU-CC Information has been destroyed. COMPANY, its employees, agents, contractors and subcontractors shall use the TAMU-CC Information solely in connection with performance by COMPANY of the services provided to TAMU-CC pursuant to this Agreement, and for no other purpose. Should COMPANY, its employees, agents, contractors or subcontractors acquire other TAMU-CC information during the course of this Agreement it shall not be used for COMPANY's own purposes or divulged to third parties. COMPANY shall comply with all terms and conditions of any TAMU-CC non-disclosure agreement applicable to this Agreement.

The information resources point of contact for TAMU-CC is [*name of TAMU-CC information resource point of contact, department name, address, phone number, fax number*]. COMPANY shall provide [*name of TAMU-CC information resource point of contact*] with a list of all COMPANY employees assigned to this Agreement. Such list shall be updated and provided to [*name of TAMU-CC information resource point of contact*] within 24 hours of any staff changes. COMPANY is responsible for reporting all security incidents directly to TAMU-CC. TAMU-CC's standard business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any access to TAMU-CC Information outside of these hours must have prior written approval of TAMU-CC.