REQUEST FOR PROPOSAL

RFP Number: RFP1-0003
Space for Lease in University Center

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on February 18, 2021

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

HAND DELIVER AND/OR EXPRESS MAIL TO:
Texas A&M University-Corpus Christi
Purchasing Building
6300 Ocean Drive Room 115A
Corpus Christi TX 78412

Show RFP Number, Opening Date and Time on Return Envelope

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

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

DATED: December 18, 2020

REFER INQUIRIES TO:
William Felsberg
Texas A&M University-Corpus Christi
Procurement & Disbursements Department
361-825-3434
Email: William.felsberg@tamucc.edu
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SECTION 1

GENERAL

1.1 SCOPE. The Texas A&M University-Corpus Christi (TAMU-CC) seeks to lease a non-food retail space in University Center in accordance with the specifications contained in this Request for Proposal (“RFP”). In particular, the services requested herein and to be provided under any contract(s) awarded as a result of this RFP are for the right to lease retail space within the University Center at Texas A&M University-Corpus Christi.

No Guarantee of Volume. The State of Texas does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting contract.

1.2 CONTRACT TERM. The services requested shall be provided for a period of 5 years, beginning 06/01/2021, or the last signature date, whichever is later, and ending 05/31/2026. This contract may be renewed for up to 4 additional 1-year terms upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the initial term.

1.3 DEFINITIONS. For purposes of this RFP, the following definitions apply:

a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed;
b) Addendum - A modification of the specifications issued by TAMU-CC and distributed to prospective Respondents prior to the opening of bids;
c) Best and Final Offer (“BAFO”) - A formal request made to selected Respondents for revisions to the originally submitted Proposal;
d) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits; and

e) Contractor – Respondent whose Proposal results in a contract with TAMU-CC.
f) Tenant – the entity that will occupy the rented space.
g) University – Texas A&M University – Corpus Christi

1.4 Important Notice – HUB Subcontracting Plan (HSP) NOT Required: Pursuant to Texas Administrative Code (TAC), Sections 111.13 and 111.14, TAMU-CC has determined that subcontracting opportunities are NOT probable for this RFP. Accordingly, a completed HUB Subcontracting Plan (HSP) is NOT required to be included with any proposal submitted in response to this RFP. If you have any questions regarding these requirements, contact Minerva Garcia, HUB Coordinator at (361) 825-2196.
SECTION 2

STATEMENT OF WORK

2.01 Lease Location

The designated retail space is located on the first floor of the University Center and includes 584 square feet. The University will provide leased space with utilities stubbed to the demising wall. An opening for the storefront will be provided. Premises will be accepted as is. All storage will be self-contained in tenant's space.

2.02 Rent/Commission

The minimum rental income level needed to submit a proposal is $37,800 annually. The TENANT will submit with the proposal the proposed rent above the minimum $37,800 annually with proposed escalation for each year of the contract. In addition, tenant is responsible for electricity charges, which will be billed monthly from the university to the TENANT. Proposals are encouraged to list any additional proposed rent after x dollars in income. The lease will be triple net lease (utilities/insurance/ taxes). The company is responsible for all taxes and insurance. The University may consider the tenant paying a fixed basic rent plus a percentage of gross sales. Both minimum guaranteed rent and percentage rent will have tiered increases over the term of the lease. The TENANT will submit with the proposal creative methods of determining additional revenues to the UNIVERSITY over and above the minimum base rent.

2.03 Operating Hours

The TENANT will submit with the proposal his/her intended hours and days of operation for the periods listed in this proposal. This should include standard weekly hours during fall, spring and summer sessions. Also include hours proposed for any school breaks (e.g. winter, spring) and summer hours. Refer to: https://www.tamucc.edu/academics/calendar/ and https://universitycenter.tamucc.edu/uchours.html for information about the university calendar and the current University Center hours. The Tenant's hours of operation may not extend beyond the hours of operation of the University Center unless approved in advance. Tenant’s hours may be different from the hours of operation of other service outlets in the University Center. The University will provide reasonable notification to the Tenant for changes to the building schedule. All the Tenant's operating hours are subject to approval by the UNIVERSITY. There may be times when the UNIVERSITY requires the TENANT to be open or to be closed.

2.04 Staffing

Submit a staffing proposal for the retail area, detailing the minimum number of employees and the maximum number of employees at peak times and at slow times. The Tenant will ensure that employees are properly identified and in the customary or standard neat and clean
uniforms and following proper practices and procedures. The Tenant will be solely responsible for all employee compensation and ensure that all employees comply with all governmental rules. The Tenant will comply with all current and future Federal, state and local laws and regulations pertaining to wages and hours of employment. The UNIVERSITY reserves the right to interview and approve the selection of the manager(s). The Tenant will maintain an adequate staff of employees to provide efficient, prompt and courteous service. The University reserves the right to approve and/or make recommendations as to the staffing levels. The UNIVERSITY reserves the right to require tenant’s staff to participate in building wide training. The Tenant must be willing to reassign any employee from direct contact with customers when requested to do so by the UNIVERSITY, provided that such request will be made only on the grounds that continued employment resulting in contact with customers would be detrimental to the UNIVERSITY’s public relations. The UNIVERSITY may also ask the Tenant to remove any facility employee from the site for cause, if due notice is given to the Tenant by the UNIVERSITY. The UNIVERSITY requests that whenever possible the Tenant hire UNIVERSITY students as part-time help.

2.05 Tenant Records and Information

The TENANT will submit with the proposal the following information: A CPA-certified financial statement, if the same is available. In the absence thereof, a financial statement verified by the principal financial officer of the Bidder. Tenant's Dun and Bradstreet or similar rating, if available. Summary of Tenant's management experience. Listing of current clients, institutions of higher education or similar public settings for which the Tenant operates a facility, including the name and telephone number of the Contract Administrator. Listing of former clients, institutions of higher education or similar public settings for which the TENANT operated a facility, including the name and telephone number of the Contract Administrator. The TENANT will submit with the proposal evidence as to the fact that they are a National or (State) branded company.

2.06 Quarterly Meetings

Tenant manager and/or owner (or owner’s representative) will meet quarterly with the University Center Director or designee and Assistant Vice-President of Student Life to review budget, sales records, marketing campaigns (previous and upcoming), customer feedback, operational issues, overall performance, etc.

2.07 Financial Records & Taxes

The Tenant will generate, using generally accepted accounting standards and principles, monthly financial statements for the facility. A copy of such statements will be furnished to the UNIVERSITY within three (3) days after the close of each month for which the facility is contracted. The Tenant will keep records pertaining to the Tenant's facility for a period of at least three (3) years plus the current fiscal year from the date the records are made. The Tenant will pay all federal, state and local taxes which may be assessed against the Tenant's
equipment or inventory while in or upon the premises of the UNIVERSITY, as well as all federal, state and local taxes assessed in connection with the operation of its business on the premises of the UNIVERSITY.

2.08 Audit Privileges

The Tenant will give the UNIVERSITY and its agents the right and privilege of inspecting, examining, and auditing Tenant papers, bills, vouchers, invoices, records, books of account and sales slips for the Tenant facility operated on UNIVERSITY premises. The Tenant will freely lend its assistance in making such inspections, examinations, and audits. Any information provided by the Tenant for any inspection, examination, or audit will be held in confidence by the University and its agents.

2.09 University ID Card Participation

All retail units will be expected to participate in the TAMU-CC SandDollar$ ID card program (accepting payments using the university’s ID card). All related costs (cash registers, readers, maintenance fees, transaction costs) will be borne by the tenant.

2.10 Parking Access

There is a fee to park on campus and the University uses Park Mobile to manage parking for guests to the University. For students, staff, faculty or contractors, parking may be purchased on a semester or yearly basis. There are two surface parking lots next to the University Center and a Parking Garage adjacent to the UC. Tenants will have access to loading and unloading areas behind the University Center but will need to always abide by university parking procedures. All the tenant’s non-student employees may purchase university parking permits to park in a university parking area. The tenant will be responsible for all payments to University Police Department. The current cost for a full year of parking on surface lots is $190.00 per vehicle; for annual garage parking permits, the cost is $403.00 per vehicle. Parking permit costs may increase each year.

2.11 Promotion/Advertising/Marketing Policies

The Tenant will submit a statement of national, regional or local advertising dollars spent in the past three fiscal years, as well as dollars spent in the state of Texas (if applicable). The TENANT will submit with the proposal a detailed marketing proposal, and any associated costs. Common Area Marketing Fee: Tenant will pay negotiated commons area marketing fee for shared marketing of the building. The Tenant will dedicate and expend a yearly portion of the gross sales for local promotion of the University Center, which may include joint advertising ventures with the UNIVERSITY. The Tenant will submit a quarterly report to the UNIVERSITY, verifying such expenditures. The Tenant will submit with the proposal information regarding its National/Regional/Local advertising program, which would include local media, such as newspapers, and publications. The Tenant will submit a proposed
Marketing Plan listing the timing, cost and media type to be utilized to promote the service during the opening and initial 3 months of operation and typical marketing efforts for the remaining years of the lease. All marketing and promotional/advertising programs that use the Tenant's trademark, service mark, or other proprietary mark used by the UNIVERSITY are subject to approval by the Tenant prior to implementation. The Tenant must obtain the University's approval for any use of any University name, logo, or mark as described in University Procedure 09.02.99.C0.01 University Name and Indica Usage. There may be a charge for use of University logos. Should Tenant sell any items with any UNIVERSITY name or indica, Tenant will follow University Procedure 09.02.99.C0.02 Branded Items and use a licensed vendor to purchase the items. The Tenant must obtain approval from the UNIVERSITY for the placement of any signs, trade fixtures, decorations, lettering or advertising matter on or about the premises and will maintain such signage in good condition. Any such fixtures will be removed from the premises at the completion of the contract at the tenant’s expense.

2.12 Public Relations/Customer Service

The Tenant must recognize that satisfactory public relations and customer service with students, faculty, staff, and visitors to the University campus are an important part of the service. The Tenant will provide with the proposal its customer service philosophy, including information on training programs which address customer service. Also included will be the Tenant’s method of measuring the level of customer satisfaction and responding to customer suggestions and complaints, along with the Training Costs information.

2.13 Commitment to Education

The Tenant will submit with the proposal any programs and/or actions which demonstrate its commitment to education. The Tenant will include a listing of any institutions, including the name and telephone number of the contract administrator, where such programs are in effect or where such action was taken. With the Tenant’s approval, the UNIVERSITY may conduct class tours of the operation, interviews, etc.

2.14 Space/Facility Areas

a) The space available to lease is 584 square feet
b) Storage: all storage will be contained within the tenant’s space
c) Restrooms: Public restrooms are located throughout the building. The space does not have a private restroom
d) Build Out: List how much time is needed for tenant build-out. All construction must be done under the supervision of and subject to approval of Facilities Services. List proposed construction contractors and architects. (Contractors and architects must have all appropriate licenses as required by the State of Texas and shall be subject to the prior approval of the University. Tenant shall ensure that there is labor harmony with other trades during the construction process). The Tenant will submit with the proposal a schedule, detailing the cost and time frame of site preparation and a proposed design (elevations, color selections, signage,
utility requirements, etc.), construction costs, and photos of the storefront, along with the projected architectural, design, construction costs, and time schedule information. The proposed design will be subject to the University’s approval and must meet UNIVERSITY Facilities Services Standards. These Facilities Services Standards may be found on the University’s web site. The buildout must comply with International Building Code 2018 standards in accordance with TAMU System. At the end of the term of the Lease, the demised premises shall be delivered in a broom clean condition, reasonable wear and tear excepted. Any modifications or renovation of the tenant space must be at the approval of the UNIVERSITY and at an agreed-upon time. Landlord shall deliver the Premises to Tenant in accordance with the terms and conditions of the Lease and the following conditions:

i. STOREFRONT: A sliding glass door and windows are the storefront provided for this space. Any changes to storefront will be at the Tenant’s expense. Storefront and all modifications with glass must meet safety glass requirements.

ii. WALLS: All walls in space are as is. Any further décor (wallpaper, paint, etc.) are at the Tenant’s expense.

iii. HVAC: HVAC is already installed in the space. If Tenant identifies additional HVAC needs, Tenant must contact the University to determine current system capabilities and anticipated needs. Any changes to the HVAC system must be reviewed and approved by the University.

iv. ELECTRICAL: University will provide conduit for the extension of the tenant’s electrical service to the main electric room. Tenant’s electricity to be separately metered. Sufficient electrical outlets are available in the space. Any changes to electrical will be at the Tenant’s expense and must meet the National Electrical Code. There is no requirement for permitting.

v. PLUMBING: The current space does not have plumbing. However, if plumbing is needed, build out for such a need will be considered by University and at the Tenant’s expense. Tenant to include details of proposed plumbing plans. Plumbing must comply with IBC, national plumbing code and local plumbing ordinance requirements.

vi. SPRINKLERS: Sprinkler heads are available within the space as required by code.

vii. UTILITIES: Tenant pays for all utilities including electricity, water & sewer (should Tenant add plumbing to the leased space), internet, cable TV, and phone. The UNIVERSITY will provide all reasonable utility services, including domestic hot and cold water, heating, air conditioning and electricity. The Tenant will be expected to make every effort to conserve utilities and to operate their equipment in an efficient manner. The UNIVERSITY will not be liable for any loss that may result from the quality, quantity, interruption, or failure of any such utilities or services under any circumstances. The Tenant will be responsible for all telephone, Ethernet and fax services, including but not limited to installation, monthly equipment charges, local and long-distance charges or similar services. These services must be arranged with the UNIVERSITY Telecommunications Office.

viii. FLOOR: There is currently tile, VCT, and carpet flooring in the space.
Any changes to floor type will be at the Tenant’s expense.

ix. BUILDING DOCUMENTATION: Prior to Lease acceptance, Landlord shall submit to Tenant complete drawings in the form of “as-built” specification of Premises to include but not be limited to the following: Architectural, Structural, Electrical, Mechanical, Plumbing, Fire Sprinklers (if applicable). Tenant has the right to make Interior non-structural alterations to premises. All alterations must be approved by the university prior to the commencement of any work.

(e) MAINTENANCE: Maintenance and repair of the Tenant's fixtures, equipment, interior facilities and premises are the responsibility of the Tenant. The UNIVERSITY will provide any general maintenance associated with utilities services that it supplies. If there is evidence of Tenant abuse or neglect causing utility maintenance, the UNIVERSITY will charge the Tenant for the direct cost of repairs. If there is evidence of Tenant abuse or neglect causing needed maintenance in common areas or with common equipment (e.g., rest rooms, public areas), the UNIVERSITY will charge the Tenant for the direct and indirect cost of repairs.

(f) FIRE AND SAFETY CODES: The Tenant will maintain its facility according to all appropriate state, and UNIVERSITY fire codes. The Tenant’s facility will be subject to periodic inspection by the UNIVERSITY’S personnel plus state and local inspectors.

(g) EQUIPMENT AND FURNISHINGS: The Tenant is responsible, at its expense, for providing and maintaining all equipment and furnishings needed to operate the facility. All equipment and furnishings will be removed at the end of the contract period and the tenant space returned to the UNIVERSITY in its original state, wear and tear expected. The Tenant will submit with the proposal a list of all equipment, furnishings, uniforms and signage that are proposed to be used, along with their specifications, including utilities, voltage, plumbing, amperage, water/drains, etc., including associated costs. The University requests that all Tenant electrical equipment be Energy Star rated equipment.

(h) HANDICAP ACCESSIBILITY: All means of ingress/egress shall be at street/walkway level acceptable to ADA inspectors. It will be the tenant’s responsibility to ensure full public and employee access and ADA accessibility compliance within their developed spaces and tenant improvements.

(i) SIGNAGE: One (1) electrical hook-up for exterior sign(s) at storefront locations agreed to by Tenant and University. University guidelines prohibit exterior building signage. There may be Signage options provided by University for stand-alone exterior signage (at tenant’s expense).

(j) SECURITY and POLICE: Tenant is responsible for all security of the retail area including locks and alarms. Tenant is responsible for security of all deliveries from the loading area to the retail unit. The Tenant will cooperate with the UNIVERSITY Police Department concerning enforcement of UNIVERSITY regulations and internal security and theft control in the facility. The Tenant will not, except in physically dangerous or other emergency situations, summon public emergency services other than through the UNIVERSITY Police Department. The Tenant will not have employees who were convicted of theft, robberies, and/or
larcenies, including embezzlements, by public authorities without prior consultation with the UNIVERSITY Police Department.

(k) SANITATION: The Tenant’s retail area will be subject to periodic inspection by the UNIVERSITY, local and state officials. The Tenant will take all appropriate precautions to ensure that sanitation is maintained to the highest possible degree. The UNIVERSITY will coordinate with the Tenant for appropriate pest control services.

(l) TRASH REMOVAL: The UNIVERSITY will coordinate with all parties for the removal and disposal of all trash. The Tenant is responsible for placing of all garbage in the appropriate compactor and for providing trash receptacles and plastic liners for the Tenant’s facility on the interior of the space.

(m) ENVIRONMENTAL CONSERVATION: The Tenant will initiate and/or cooperate with the UNIVERSITY in providing environmental conservation programs such as recycling cardboard, glass and plastic and exercising control of the use of utilities to conserve natural resources. The University encourages the Tenant to utilize green or sustainable equipment and policies as much as possible.

2.15 Standards of Operation

In keeping with the UNIVERSITY’s culture, philosophy and mission, the TENANT's programs and procedures will need to adhere to the following University’s standards of operation: operate the site and the premise in a clean, safe and orderly manner, providing courteous, first-class service to the public; make every reasonable effort to increase the sales and business and maximize the gross receipts of the premise; advertise, market, promote and merchandise the business of the premise by the use of the proprietary marks; prevent the operation of the premise and refrain from using the proprietary marks in advertising or promotion in such a way as to impair the value or reputation of the proprietary marks of the TENANT; prevent the use of the premise for any illegal purpose; not operate the premise or otherwise sell the products from or to any location as otherwise outlined in the RFP Response without prior approval of the UNIVERSITY. Always maintain a sufficient inventory of products and supplies to meet customers' demand for the products sold in the premise; pay on a timely basis (i) for all products, supplies and other goods and services purchased by TENANT for use in connection with the operation of the site, (ii) all national, federal, state and local income, sales, withholding, value added and other taxes for which TENANT is liable under a federal, state or local government under any law, statute, ordinance or regulation, and (iii) any debt service on any debt incurred to finance the operation of the site or the premise; comply with all supra-nation, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the site and the premise, including without limitation health, sanitation, fire, safety and environmental laws, statutes, ordinances and regulations; timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates and registrations necessary or appropriate for TENANT to prepare or operate the site and the premise in compliance with all laws, statutes, ordinances and regulations and the provisions of the contract; not operate the site or the premise in a manner that presents a health or safety hazard to its customers or creates environmental hazard; refrain from performing any act which could be reasonably likely to damage or cause harm to
the reputation, goodwill or credit of the premise, the proprietary marks, the TENANT’s system, TENANT or University culture; and sell all products in a manner which is not detrimental to UNIVERSITY's or Tenant’s reputation or the positioning of the products in the market.

2.16 Promotion of Proprietary Marks

The University will, during the term of the contract, promote the business/services provided by the TENANT.

2.17 Standards for Products and Supplies

The TENANT will sell in the premise only products approved in advance by the UNIVERSITY. Should Tenant sell any items with any UNIVERSITY name or indica, Tenant will follow University Procedure 09.02.99.C0.02 Branded Items and use a licensed vendor to purchase the items. The TENANT will not under any circumstances sell any other products or conduct any other business in the premise or sell the products from any location other than the unit, unless approved in advance in writing by the UNIVERSITY. The TENANT will offer such products only in the proportions, appearance and packaging as may periodically be specified. The TENANT will utilize in the premise only those bags, boxes, wrappers, cartons, customer goodwill items and customer convenience items that display one or more of the proprietary marks.
SECTION 3

PROPOSAL INFORMATION

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

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

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<td>Pre-Proposal Conference (if applicable)</td>
<td>1/20/2021</td>
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<tr>
<td>Deadline for Submission of Questions</td>
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<td>Deadline for Submission of Proposals</td>
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<td>Opening</td>
<td>2/18/2021</td>
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<td>Expected Award of Contract</td>
<td>5/3/2021</td>
</tr>
<tr>
<td>Expected Contract Start Date</td>
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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 PRE-PROPOSAL CONFERENCE.
Attendance at the pre-Proposal conference is not mandatory. However, it is the responsibility of the prospective TENANT to inspect the site of the TAMU-CC University Center and to review the plans in order to determine all requirements associated with any forthcoming contract prior to submitting a proposal. Failure to do so shall not relieve the successful TENANT from carrying out the intent of the resulting contract at no additional cost to the University.

A pre-Proposal conference is scheduled for Wednesday, January 20th, 2021 at 2:00pm (Central Daylight Time). All vendors must RSVP and electronically submit a COVID-19 Self-Declaration form by 01/17/21 (click here to fill out COVID-19 Self-Declaration form). No vendor will be allowed into the conference if they have not electronically filled out the COVID-19 Self-Declaration form and submitted it by 01/17/21. If you have trouble submitting the declaration form, please contact William Felsberg at 361-825-3434 before 01/17/21 so that there is time to resolve the issue. When sending your RSVP, please note who the representative of your company will be (please note only one participant per vendor is allowed for the conference). A tour of the space will be provided during the pre-Proposal Conference scheduled on January 20th. Send your RSVP to William Felsberg at William.felsberg@tamucc.edu. Once the Self-Declaration form and RSVP has been received, you will receive via email the location and directions to the conference on our campus.
3.4 PROPOSAL REQUIREMENTS.

Proposals will be as thorough and detailed as possible so that the University may properly evaluate the TENANT's capability to provide the required services. TENANT must accept all responsibilities indicated throughout the proposal.

(a) Submissions: Respondents shall submit one (1) original of Section 5, Execution of Proposal, along with one (1) original and 7 copies 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. Copies of the proposal should be provided as an electronic or digital copy on flash drives or DVDs, and each device should contain only one copy (7 copies = 7 flash drives).

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

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

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

   (1) Section 5 – Signed Execution of Proposal: Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.

   (2) Section 6 – Pricing & Delivery Schedule: Provide requested information as directed. Provide a compensation schedule for each product/service to be performed in response to this RFP, including an estimated maximum amount.

   (3) Section 7 - Respondent’s Questionnaire: Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent’s primary contact. Separately, the respondent shall submit a list of company principals and resumes of key administrative/support and on-site management personnel.
(4) **Section 8** – References: Include a minimum of five (5) references from similar style settings. Please provide names and contact information for each.

(5) **Section 9** – Proposed Products/ Services (no sample is provided in this Request For Proposal): With respect to each of the services outlined in Section 2.1, provide the detailed description of proposed type of product/services. Provide separate Section for each product/service provided at this location.

**e) Experience and Qualifications:** Describe your organization’s experience in operating quality services in general and on similar style college campuses or other public buildings. Provide details, including amount of years within each experience.

**f) Financial Statement:** Attach the financial statement for the last three financial years for the company or both the Franchisor and Franchisee (if applicable).

**g) Lease Guarantee:** Identify any proposed lease guarantors and provide financial information for each such guarantor like that information required of the Bidders.

### 3.5 INQUIRIES

(a) All inquiries shall be submitted in writing to William Felsberg at facsimile (361) 825-2772 or by e-mail to William.felsberg@tamucc.edu by **January 29**th, 2021, **2:00 pm Central Daylight Time**, the date listed as the deadline for submission of questions as specified in Section 3.1 above.

(b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at [http://esbd.cpa.state.tx.us/](http://esbd.cpa.state.tx.us/) and the TAMU-CC Purchasing website at [http://falcon.tamucc.edu/~purchase/bids/bidopportunities.htm](http://falcon.tamucc.edu/~purchase/bids/bidopportunities.htm). If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

(c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

(d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent’s Proposal in response to this RFP and Respondent’s proposed alternative must also be provided in the Proposal.
Respondents cannot take a “blanket exception” to this entire RFP. If any Respondent takes a “blanket exception” to this entire RFP or does not provide proposed alternative language, the Respondent’s Proposal may be disqualified from further consideration.

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

3.6 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 a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent’s responsibility to appropriately mark and deliver the Proposal to TAMU-CC by the specified date.

(c) Telephone and facsimile Proposals will not be accepted.

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

3.7 DELIVERY OF PROPOSALS

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

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

3.8 PROPOSAL OPENING. Proposals will be opened at:

Texas A&M University-Corpus Christi Purchasing Building 6300 Ocean Drive, Room 110 Corpus Christi, TX 78412
(a) All submitted Proposals become the property of TAMU-CC after the RFP submittal deadline/opening date.

(b) Proposals submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TAMU-CC, whichever occurs earlier.

3.9 PROPOSAL EVALUATION AND AWARD.

(a) TAMU-CC shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov’t Code, Section 2155.074.

(b) A committee will be established to evaluate the Proposals. The committee will include employees of TAMU-CC and other persons invited by TAMU-CC to participate.

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compensation and Fees</td>
<td>40 %</td>
</tr>
<tr>
<td>Company Information</td>
<td>10 %</td>
</tr>
<tr>
<td>Proposed Services</td>
<td>25 %</td>
</tr>
<tr>
<td>Experience and Qualifications</td>
<td>25 %</td>
</tr>
<tr>
<td></td>
<td>100 %</td>
</tr>
</tbody>
</table>

[Example as per TBPC]

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Information</td>
<td>5%</td>
</tr>
<tr>
<td>Proposed Services</td>
<td>5%</td>
</tr>
<tr>
<td>Experience and Qualifications</td>
<td>20%</td>
</tr>
<tr>
<td>Compensation and Fees</td>
<td>70%</td>
</tr>
<tr>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

(d) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing.

(e) In evaluating Proposals to determine the best value for the State, TAMU-CC may consider information related to past contract performance of a Respondent including, but not limited to, TPASS’ Vendor Performance Tracking System (available at [http://www.window.state.tx.us/procurement/prog/vendor_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance)).
SECTION 4

GENERAL TERMS AND CONDITIONS

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

CONTRACT FOR SERVICES

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

Contract Number: __________________

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

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

1. SCOPE OF SERVICES
   [NOTE: THIS SECTION MAY BE FILLED OUT OR YOU MAY REFERENCE AN EXHIBIT AND ATTACH EXHIBIT WITH THIS AGREEMENT]

   The scope of work includes that work that is outlined in Section____ of the RFP XX-XXXX or the attached Exhibit A “Statement of Work”.

2. TERM OF THE CONTRACT

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

3. COMPENSATION AND METHOD OF PAYMENT

   A. This Contract is for the sum of ___________________ ($__________).  

   [OR]

   A. TAMU-CC shall compensate the Contractor for the services at the rate of $______ per _______ (e.g., hour, day, week, semester).

   B. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s).

   C. Payment will be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University’s Invoice(s) on Non-State Funds that is (are) received. TAMU-CC shall process all invoices in compliance with State of Texas prompt payment laws and the regulations of the Texas Comptroller’s Office.
D. Reimbursement for travel:

(1) All travel and meals are part of this contract. No reimbursement will be made.

[OR]

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

   1) Contractor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance, the TAMU-CC shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU-CC at least ten days before the effective date of the cancellation.

---

**Insurance:**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Worker’s Compensation</strong></td>
<td></td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

Workers’ Compensation policy must include under on the information page of the workers’ compensation policy the state in which work is to be performed for Texas A&M University – Corpus Christi. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

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B. **Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

C. **Commercial General Liability**

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

The required commercial general liability policy will be issued on a form that insures Contractor or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. Contractor will deliver to TAMU-CC: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi as Additional Insureds up to the actual liability limits of the policies maintained by Contractor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi. No policy will be canceled without unconditional written notice to Texas A&M University – Corpus Christi at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to
require the insurance carrier providing coverage to send notice to Texas A&M University – Corpus Christi ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University – Corpus Christi prior to the performance of any services by Contractor under this Agreement. Contractor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically, hand delivered, or 1st class mail to TAMU-CC’s Contracts Manager at 6300 Ocean Drive, MS 5731, Corpus Christi, Texas 78412 – contracts@tamucc.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University – Corpus Christi in writing.

[NOTE: PURSUANT TO SYSTEM POLICY 2.03, THE A&M SYSTEM RISK MANAGEMENT DEPARTMENT IS RESPONSIBLE FOR ASSESSING INSURABLE RISKS. CONTACT RISK MANAGEMENT FOR A RECOMMENDATION ON THE MOST APPROPRIATE COVERAGE.]

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

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

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

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

[ALTERNATIVE 1]

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

[ALTERNATIVE 2]

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

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

(A) Contractor’s claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, Texas Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to Director of Contracts. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Government Code.

(B) 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.

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hereafter enacted or subsequently amended. These rules are found in the *Texas Administrative Code*.

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

14. STATE CONTRACTING REQUIREMENTS

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

B. **DEBTS OR DELINQUENCIES:** Pursuant to Section 2252.003, *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 17, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

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

E. **BUY TEXAS:** With respect to all goods purchased pursuant to this Contract, Contractor represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.
F. Public Information.
   (a) Contractor acknowledges that TAMU-CC is obligated to strictly comply with the
       Public Information Act, Chapter 552, Texas Government Code, in responding to
       any request for public information pertaining to this Agreement, as well as any other
       disclosure of information required by applicable Texas law.

   (b) Upon TAMU-CC’s written request, Contractor will provide specified public
       information exchanged or created under this Agreement that is not otherwise
       excepted from disclosure under chapter 552, Texas Government Code, to Texas
       A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-
       CC. As used in this provision, “public information” has the meaning assigned
       Section 552.002, Texas Government Code, but only includes information to which
       TAMU-CC has a right of access.

   (c) Contractor acknowledges that TAMU-CC is required to post a copy of the fully
       executed Agreement on its Internet website in compliance with Section 2261.253(a)(1),
       Texas Government Code.

G. LOSS OF FUNDING: Performance by TAMU-CC under this Contract may be dependent upon
   the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the
   Legislature fails to appropriate or allow 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(e), 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

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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 reasonably means and will be effective when actually received. TAMU-CC and Contractor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

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

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.

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17. **ENTIRE AGREEMENT**: This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

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

**CONTRACTOR:**

By: ____________________________
Name: __________________________
Title: __________________________
Dated: __________________________

**TEXAS A&M UNIVERSITY CORPUS CHRISTI**

By: ____________________________
Name: __________________________
Title: __________________________
Dated: __________________________

(Template effective 11/7/14)
[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.
By signature hereon, the respondent certifies that:

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

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

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

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

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

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

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

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

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

RESPONDENT (Company) __________________________________________

SIGNATURE (INK): __________________________________________

NAME (PRINTED) __________________________________________

TITLE: __________________________ DATE: __________________________

STREET: __________________________________________

CITY/STATE/ZIP: __________________________________________

TELEPHONE AND FAX/MILE NO.: __________________________________________

TEXAS IDENTIFICATION NUMBER (TIN): __________________________

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

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

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

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.
Section 6
Pricing & Delivery Schedule

Proposal Pricing Summary.
Please provide a schedule of hourly fees for the following services:
SECTION 7

RESPONDENT'S QUESTIONNAIRE

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

7.1 Company Profile

- Number of Years in Business: ______

  Type of Operation: Individual_____ Partnership_____ Corporation_____ Government____

  Number of Employees: ______(company wide)
  Number of Employees: ______(servicing location)

  Annual Sales Volume: ____________________________(company wide)
  Annual Sales Volume: ____________________________(servicing location)

- State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by Texas A&M University-Corpus Christi.

- Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by Texas A&M University-Corpus Christi.

- Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

- Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company’s performance under an agreement with Texas A&M University-Corpus Christi.

- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

- Please list below any exceptions to the requirements of this Request for Proposal.
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.

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<th>Company Name</th>
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<td>City, State, Zip code:</td>
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<td>Contact Person:</td>
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<td>Telephone Number:</td>
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<td>Dates of Service:</td>
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