



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

REQUEST FOR PROPOSAL

RFP Number:
RFP3-0002

Snack Vending Machines and Services

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on 12/06/2022

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: October 30th, 2022

REFER INQUIRIES TO:

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

Table of Contents

SECTION 1.	General	3
SECTION 2.	Statement of Work	7
SECTION 3.	Proposal Information	17
SECTION 4.	General Terms and Conditions	24
SECTION 5.	Execution of Proposal	36
SECTION 6.	Respondent's Questionnaire	37
SECTION 7.	References	38
SECTION 8.	HUB Subcontracting Plan	39

SECTION I

GENERAL

- 1.1 SCOPE.** The Texas A&M University-Corpus Christi (TAMU-CC) seeks to establish a contract to supply and manage the operation of vending snack services 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 supply and manage the operation of vending snack services on the campus of 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.

There are currently 32 vending snack machines located in 28 buildings on campus. Vending Snack services sales totals for the last three fiscal years are as follows:

Year	Annual Sales
2019-2020	\$59,165.71
2020-2021	\$16,983.76
2021-2022	\$107,670.43

- 1.2 CONTRACT TERM.** Any contract(s) resulting from this proposal shall be effective from the date of award, June 1, 2023, for a period of five (5) years, to May 31, 2028. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful supplier’s signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

In the event, the University requires changes in the scope of services of the Contractor to be performed under a contract. Such changes which are mutually agreed upon by and between the Contractor and the University shall be incorporated in written amendments to the contract.

- 1.3 CONTRACT TRANSITION:** The transition of contract services shall commence upon awarding the contract by the University. The Contractor will be expected to provide professional coordination services, the expenses of which will be borne by the Contractor. The Contractor will be expected to attend meetings as reasonably required by the University to assist in the preparation for the takeover of operations. All other services shall commence on June 1, 2023 and shall remain in effect through May 31, 2028, unless terminated, canceled, or extended as otherwise provided herein.
- 1.4 CONTRACT EXTENSION:** The University shall give the Contractor written notice of its intent to extend no less than ninety (90) days prior to the expiration of the Contract, and if the University-elects to extend, any proposed changes in Contract terms shall be specified in writing as part of the written notice. The Contractor shall have thirty-(30) days from the date of receipt of this written notice to accept or take exception to any of the proposed renewal terms.

The exceptions shall be negotiated between the University and the Contractor during, the following thirty (30) days. Upon mutual agreement of the parties concerning extension terms, the Contractor shall sign the extension notice and send it back to the University. If no agreement can be reached, the Contract shall terminate. In the event of termination, the contractor shall continue services under the original contract terms until a new contractor can be identified. In the event of Contract extension, the Contractor will be required to provide complete and current submittals prior to each extension, including, but not necessarily limited to, insurance certificates and financial statements.

- 1.5 SERVICES TO BE PROVIDED:** The existing service level requires the Contractor to operate a Snack Vending program at the University in 32 buildings, all located within Nueces County, with 32 snack machines. The number of locations and machines will be increased as mutually agreed upon by the contractor and the University as new campus buildings with multiple machine locations are added.

Additionally, the number of machines required may vary depending on service level. See **Exhibit K: TAMUCC Snack Vending Machine Locations.**

- 1.6 ACCOUNT MANAGER:** The Contractor shall provide during the life of the contract one (1) person at all times to serve as the one point of contact for issues regarding the contract. This person will serve as the liaison between the University and the Contractor. The University reserves the right for reasonable issues to request a change of the Account Manager at any time. Any substitution of the Account Manager must be submitted in writing to the University for approval.

- 1.7 COMMISSIONS:** Commissions paid to the University shall be based on a percentage of total monthly gross sales (excluding sales tax) from all snack vending machines during the contract term. The Contractor shall include in their commission proposal an annual amount (annual exclusivity) payable to the University for the right to operate as sole contractor at all campus locations. The Contractor shall submit to the University each month a detailed report of sales showing units and dollar values for each building, that must include the means of computation used to derive the commission. This detail report will separate total cash sales, total credit card sales and total Sanddollar card sales, if applicable, by location and machine. The University shall track Sanddollar card sales and the Contractor will collect cash and credit card sales. Total monies collected include cash sales, credit card sales and Sanddollar card sales (where applicable). The Sanddollar card office will provide Sanddollar card related sales data electronically, by location and machine, to the contractor weekly. A monthly sales summary, by location, will be provided on or before the 5th of each month. Commission payment shall be due to the University on the fifteenth (15th) day of the following month. The monthly Sanddollar card related revenue collected by the Sanddollar office will be retained by the University and the Contractor shall net the monthly revenue from Sanddollar card sales against the total commission due to the University. The total amount shown as Sanddollar revenue should be shown as a separate line item. In the event total monthly Sanddollar card sales exceed total monthly cash and credit card sales, the University will pay the Contractor the total amount due subsequent to receipt of invoice. If this commission is not paid by the fifteenth (15th) day of the following month, an interest rate of 1-1/2% per month shall be added until such time as the overdue payment is received by the University. The annual exclusivity amount will be payable upon contract execution and annually thereafter.

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

- (a) Offeror/Respondent – Shall mean all perspective companies/individuals submitting a response to this RFP.
- (b) University – Shall mean Texas A&M University-Corpus Christi (TAMU-CC) located at 6300 Ocean Drive, Corpus Christi, TX 78412.
- (c) Contract – Shall mean the agreement between the University and the Contractor to provide Snack Vending on Campus, as stipulated in the scope of services.
- (d) Anniversary Date – Shall mean August 1st of any Contract Year. “Contract Term” shall be five (5) years.
- (e) Snack Vending – Shall mean furnishing, installation, operation and maintenance of automatic vending equipment for the dispensing of food products, in areas located on the Campus, in accordance with the terms and conditions of the Contract.
- (f) Business Day – Shall mean the hours between 8:00 a.m. to 5:00 p.m. Monday through Friday, except for Official University holidays.
- (g) Campus – Shall mean all facilities within Nueces County (1) owned and operated by the University (2) where the University is a tenant and the landlord consents to the installation or (3) which house University-related activities and the building occupant has requested, and the University has agreed to provide Beverage Vending service. Additional sites may be required at a later date.
- (h) University Contract Administrator – Shall be the Director of University Services at TAMU-CC or a designee, in the University Services Office.
- (i) Contract Year – Shall mean the twelve (12) month period within the term that begins June 1 of one year and ends May 31st of the next following year.
- (j) Contractor – Shall mean the firm that will provide the Snack Vending Equipment and Services for the University, and shall include the Contractor and its employees, agents, subcontractors and suppliers;
- (k) Fiscal Year – Shall mean the twelve (12) month period beginning June 1 and ending May 31 of any given year; and
- (l) Gross Snack Vending Sales – Shall mean the total monies collected by Contractor for providing Snack Vending on Campus under the terms and conditions of the Contract, before payment of any refunds, taxes, expenses, fees or other costs the Contractor incurs in carrying out the terms and conditions of the Contract;

1.9 Important Notice – HUB Subcontracting Plan (HSP) IS Required: Pursuant to Texas Administrative Code (TAC), Sections 111.13 and 111.14, TAMU-CC has determined that subcontracting opportunities ARE PROBABLE for this RFP. Accordingly, a completed HUB Subcontracting Plan (HSP) IS REQUIRED to be included with any proposal submitted in response to this RFP. If you have any questions regarding these requirements, contact Ruben Gonzalez, HUB Coordinator at (361) 825-5822. A downloadable version of the HSP is

available at <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/hub-program/assets/documents/hub-subcontracting-plan-hsp-fy22-template.pdf>. A template is available at the end of this document.

SECTION 2

STATEMENT OF WORK

2.1 SERVICE REQUIREMENTS: Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow Respondents to offer alternatives to the manner in which the services are provided. The requested services and corresponding deliverables are as follows:

Services including but not limited to the following:

2.1.1 Basic Service: The Contractor shall, at its expense, furnish, install, operate and maintain automatic vending equipment for the dispensing of food products in areas located on the Campus, in accordance with the terms and conditions of the Contract. The Contractor represents that it has, or will, secure at its own expense all personnel required in performing the services required in this Contract.

2.1.2 Product: The Contractor shall provide a variety of snacks and sundries products, which shall include a choice of healthy offerings which must comprise a minimum of 45% of the total items offered in each machine in contract year one. This minimum percentage may be increased or decreased, on a machine basis, during any period of the contract term with approval of the University’s Contract Administrator. However, any healthy offering decrease, on a machine basis, shall not result in less than 50% of the total snack vending machines with this content offering. The guideline for healthier vending offerings will be as follows. Pre-packaged items should contain 200 calories or less per serving, 10% or fewer calories from saturated fat, 35% or fewer calories or weight from total sugars and 240mg or less sodium. Products which have exceeded the recommended sales date of the manufacturer may not be stocked, or remain stocked, in machines under the terms of the Contract.

2.1.3 Product Brand: A list of all snack products to be stocked in machines and their selling prices will be provided to the Contract Administrator at the beginning of the Contract, and any additions to and/or deletions from the list will be communicated to the Contract Administrator in advance and in writing prior to the installation of the product or removal of product from vending machines. Healthy offerings that comply with the guidelines noted in section 2.1.2 of this document shall be noted as such in the list of snack products. The Contract Administrator may reject any product as unsuitable for the vending program and may require the Contractor to continue stocking products proposed for deletion unless such product is no longer distributed by the Contractor.

2.1.4 Product Pricing: A list of all food products to be stocked in machines and their selling prices will be provided to the Contract Administrator at the beginning of Contract. Price schedules and changes thereto must be approved by the Contract Administrator in writing prior to the change. In the event price changes are necessary, the changes will be implemented only during semester breaks. **A sample list of thirty (30) snack products and their corresponding sale price must be submitted with the RFP as Exhibit F: Sample Products and Pricing.**

2.1.5 Machine Location: Location of machines will only be approved by the University Contract Administrator. Any exceptions to these locations must be approved in writing by the Contract Administrator. Contractor shall place machines as described in **Exhibit K: TAMU-CC Snack Vending Machine Locations.**

The Contractor may reserve the right to request in writing University approval to remove machine(s) from locations where repeated instances of vandalism or theft have occurred, which approval shall not be unreasonably withheld.

2.1.6 Changes in Service at a Location: Any changes to the type of vending service provided at a particular location must be approved, in advance and in writing, by the Contract Administrator. Such approval shall not be unreasonably withheld. The Contractor must always contact the Office of University Services before the removal or installation of any vending machines.

2.1.7 Product Outages: The Contractor shall keep full-service machines stocked so as to provide sufficient amounts of products of good quality, dispensed in conformity with all applicable federal, state, and local laws. This includes various break periods when students and faculty are out, but staff remains on campus. Product outages exceeding 20% of selections for any machine are not acceptable. The Contractor will immediately increase service frequency to a given location if unacceptable product outages occur more than once in any one-month period.

2.2 SUBCONTRACTORS: This Contract shall not be assigned or subcontracted by the Contractor in whole or in part without the written consent of the University. In the event, where the Contractor wishes to subcontract the work, it shall state to the University, in writing, the name and address of such subcontractor, work to be performed or material to be furnished, place of business, and such other information as the University may require in order to determine whether the University shall consent to the subcontract.

2.3 PERFORMANCE TRACKING: The Contractor shall meet with the Contract Administrator on a quarterly basis to review Snack Vending operations. Such reviews will discuss the annual sales plan; the progress of the sales plan; Snack Vending program weaknesses identified by the Contract Administrator through Contractor's reports and through regular inspections of Snack Vending machines by the Contract Administrator; proposals by the Contractor to strengthen and improve the Snack Vending program; and any other matters involving rights and obligations of the Contractor or the University. The Contractor shall respond promptly to any identified deficiencies, with a proposal to remedy said deficiencies.

2.4 CONTRACT REQUIREMENTS AND CONDITIONS:

The Successful Vendor may provide the following:

- In addition to preferential product pricing, the Vendor shall pay to TAMU-CC a lump sum payment, as a signing award, at the beginning of the contract and an installment payment, as an exclusivity fee, each year on the anniversary date of the contract for the entire period of the contract agreement.
- Vendor may pay to TAMU-CC an annual guaranteed vending commission, or a

vending commission based on total vending sales, whichever is greater. TAMU-CC will provide maximum opportunity for vended sales, but is unable to guarantee case volumes

- 2.4.1 Annual Sales Goals:** The Contractor must generate and sustain a high level of sales. In order to evaluate the sales volumes generated by the Contractor, the University requires the Contractor to set and reasonably attempt to meet sales goals on an annual basis. Repeated substantial negative deviation from sales goals, or substantial lowering of sales goal volume, may be grounds for termination of the Contract.
- 2.4.2 Terminology for Reports:** For the purpose of reporting, "Building" is defined as the University facility in which the machine is situated; "Location" is defined as the area within the building, and "Machine" is defined as a specific machine with unique serial number (and, optionally, a control number). Reporting must take into account the fact that a given machine could operate in more than one location in a single month. Reports must be named as designated below. All reports must be produced beginning with the first month of operation by the Contractor, and be presented to the Contract Administrator according to schedules specified elsewhere in this Contract.
- 2.4.3 Sales Plan:** In June of each year the Contractor shall provide the Contract Administrator with a detailed sales projection, by machine within location within the building within the month, for the following fiscal year. In February of each year, the Contractor shall provide the University Contract Administrator with a revised projection for each of the remaining six months of the fiscal year previously projected. Both the original and revised projections shall be retained by the Contractor and reported on as specified in this Contract.
- 2.4.4 Monthly Sales and Year to Date Report:** The purpose of this report is to summarize sales for the month by machine within the location within the building, by cash, credit card and Sanddollar card sales, summarizing the total up to University-wide. The Monthly Sales and Year to Date Report shall include building name and machine serial number. This report is due to the University by the 15th of each month.
- 2.4.5 Sales Summary Report:** The purpose of this report is to summarize sales by broad merchandise group (snack, pastry, healthy, etc.), both for the month and year-to-date; and to compare these totals to the sales projections by broad category for the same period. This report is due to the University by the 15th of each month.
- 2.4.6 Machine Add /Remove Request:** The purpose of this form is to allow both the University and the Contractor adequate time to consider the feasibility of adding or removing a particular machine. It must be approved by both parties prior to adding or removing vending operations at a particular location. This form does not need to be used in instances where the Contractor is switching, or substituting, machines with the same general capabilities.
- 2.4.7 Vending Operation Profit and Loss Statement:** The purpose of this report is to show the direct sales and costs associated with providing vending services to the University. The report is to show cash, credit card and Sanddollar card sales as separate line items

for the Reporting Period and Fiscal Year to date, the various types of direct cost incurred, and the profit or loss for the Reporting Period and Fiscal Year to date. This report is due to the University by the 15th of each month.

- 2.4.8 Service Complaint and Problem Report:** The purpose of this report is to document the types and frequency of service complaints received by machine location and the type of vandalism and theft experienced. This report is due the 20th of each month.
- 2.4.9 Audit:** The Contractor agrees that the University may copy and examine any books or records of the Contractor related to the Contract and the services supplied to the University, and may accompany the Contractor on service rounds to observe operations of the Contractor. The Contractor agrees to retain such books and records for a period of three years following termination of the Contract or longer if required by law.
- 2.4.10 Record Keeping:** The Contractor must keep sales records by (at least) price point for each machine within location. All machines must be equipped with tamper-proof, electronic record-keeping devices that facilitate the collection of sales records, and allow audit by the Contract Administrator. Stocking records maintained by route men shall not be used as sales records, but may be used to help corroborate sales records.
- 2.4.11 Refunds:** The University Card system will implement a vending refund policy where the Office of University Services will initiate the call to the vendor for operational issues. If it is a refund issue, and the patron used the Sanddollar card for the transaction, the refund will be credited back to their University Card account. Refund procedures relating to cash sales will be mutually agreed upon by the University and the contractor. The contractor shall expedite and be liable for reimbursing the University for all such refunds to the satisfaction of the University.
- 2.4.12 Sales Through TAMU-CC Sanddollar Card:** When a debit purchase is made using the TAMU-CC Sanddollar Card in a machine operated by the Contractor, the University will abide by the following procedures: The monthly card related revenue collected by the Sanddollar office will be retained by the University and the Contractor shall net the monthly revenue from card sales against the total monthly commission due to the University. The total amount shown as Sanddollar revenue shall be shown as a separate line item. In the event total monthly Sanddollar card sales exceed total monthly credit card and cash sales, the University will reimburse the Contractor the total amount due. The Sanddollar Card office will provide Sanddollar card related sales data electronically, by location and machine to the contractor weekly and a monthly sales summary, by location, on or before the 5th of each month. The Contractor will use the reports to reconcile back to its own records. In the event of unresolved differences between the Contractor and the University regarding the amount of reimbursement due, following each party's good faith efforts to resolve such differences, the detail transaction records on the TAMU-CC Sanddollar Card processor will prevail.
- 2.4.13 Machine Connection to Electrical Circuits:** The Contractor must connect vending equipment to electrical circuits by plug only, using a cord of such length that neither the cord nor the plug is exposed to either side of the machine, or of a machine group if two or more are placed next to each other. No extension cords may be used. Maximum cord length is 10 feet. If machines use a grounding circuit, then the Contractor is

responsible for making certain that machines are grounded at all times. Any problems with electrical circuits must be reported to Contract Administrator immediately.

2.4.14 Machine Characteristics: Except as otherwise agreed by the Contract Administrator, all machines installed shall be new at the beginning of the Contract. As a minimum, all machines shall have the following characteristics:

- (a) All refrigerated units shall be of energy-efficient design. In the event, a particular unit is determined by the University, at its sole discretion and using either actual measurement or manufacturer's specifications, to operate at significantly less efficiency (i.e., requires at least 15% more energy per month than the most efficient unit installed on Campus by the Contractor for the purpose of supplying similar product), the University may require the Contractor to replace, within thirty (30) business days, that unit with one which achieves adequate efficiency.
- (b) All machines shall present a neat and well cared for appearance. The University shall have the right to require the Contractor to repair or replace machines showing rust or damage due to scratches or indentations.
- (c) All machines shall be well lit, and the Contractor shall maintain all lighting in the machines. Machines that utilize "sleep" capability (e.g. turning off lights) as a function of energy efficiency should be so noted on the face of the machine.
- (d) Any changes in surface treatment of machines during the term of the contract shall be made after advance approval in writing by the Contract Administrator.
- (e) Merchandise shall be presented in a neat, tasteful and esthetically pleasing, manner. Prices shall be clearly marked for each item offered.
- (f) All machines must utilize multi-drop bus electronics utilizing coin changers and bill acceptors. The Contractor shall service coin changers at the required level of frequency to allow each machine to issue correct change at all times. The University requires that 30% of the total machines installed in the current 32 buildings during the first year must accept the TAMU-CC Sanddollar Card. Additionally, 25% of all machines installed in newly constructed buildings must accept the TAMU-CC Sanddollar Card.
- (g) All machines shall be capable of vending items at more than one price. At Contract Administrator's discretion, this requirement may be waived for specific locations where products selling at a single price only are required.
- (h) Machines in University buildings that accept the Sanddollar Card will be equipped with vending interface units provided by Cbord. The Cbord vending card swipe readers shall be purchased at their current cost from CBORD by the Contractor and will be installed and maintained by the Contractor. All vending interface units required at the beginning of the Contract shall be purchased by the Contractor and installed in coordination with the TAMU- CC Sanddollar Card Office. Additional machines in buildings may be converted to card- acceptance throughout the term of the contract. Machines in all locations accepting the Sanddollar Card will also have the ability to accept coins and bills. Current cost of the vending card swipe reader is approximately

\$995.00. The contractor is responsible for insuring that card swipe readers are operable on all active campus vending machines so equipped. The contractor will be required to maintain an appropriate inventory of spare replacement readers. The contractor will also have the option of obtaining maintenance contracts for all vending card readers from CBORD Group, Inc. at the prevailing rate. CBORD Group, Inc. will repair the contractor's damaged card readers, not covered by a maintenance contract, at the prevailing rate. All Sanddollar readers must have a TCP/IP interface unless otherwise specified by the University.

- (i) All machines which have coin mechanisms shall be able to pick up slugs and/or foreign coins without rendering the machine inoperable.
 - (j) All machines must have a unique control number that is visible and permanently affixed on the front exterior of the machine. If this control number is different from the manufacturer's serial number, the Contractor shall supply at the beginning of the Contract a list of machines showing the serial number of the machine, the assigned identification number, and the machine location. This report should be titled as "Machine Location Listing". An amended list will be given to the Contract Administrator at the beginning of each fiscal year, to reflect all additions, deletions and machine movements during the previous year.
 - (k) Refunds are to be the responsibility of the Contracted Vending Company, and a uniform system of refunding money, acceptable to TAMU-CC will be in operation at all times. Each machine must be tagged, advising of this service and the location of refund station(s). Refunds may not be deducted from commission. Refunds to the customer will be incorporated through the University procedure for all vending services. The refund procedure to the University, from the time money is lost until the refund is returned, shall not exceed one (1) week.
 - (l) The University has the right of approval on all machine types and machine locations.
 - (m) All equipment including the card swipe readers must meet ADA requirements.
- 2.4.15 Safety:** All manufactured items and/or fabricated assemblies subject to operation under pressure or operation by connection to an electric source, which are furnished by the Contractor, shall be constructed and approved in a manner acceptable to the appropriate state inspector. This customarily requires the label or re-examination listing or identification marking of the appropriate safety organization, such as the American Society of Mechanical Engineers for pressure vessels; and the Underwriter's Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, where such approvals or listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA). The University Safety Officer will be the final point of reference concerning vending machine safety.
- 2.4.16 Machine Maintenance and Repairs:** The Contractor shall be responsible for all maintenance and repairs of its equipment. In the event service failures reach an unacceptable level, as reasonably determined by University, the University will have

the right to require, and the Contractor shall agree to furnish at its expense, a dedicated mechanic to service University's account, for the remaining period of the Contract.

2.4.17 Machine Downtime: Service calls for out-of order machines should require no longer than three (8) hours response time. The University must be provided with twenty-four (24) hour service on a five (5) day per week basis.

2.4.18 Cleanliness: The Contractor shall maintain its equipment in a clean and sanitary condition and in compliance with all local, county, state and federal regulations. This includes internal and external surfaces, including the top of the machines. The Contractor shall keep areas under machines at the same level of cleanliness as floor areas around the machines. This may require occasional moving of machines and cleaning of accumulated dust, wax, grease and food or drink products. Failure to maintain machine cleanliness as described will subject the contract to cancellation.

2.4.19 Customer Relations: Customer relations are very important to the University. The University expects the Contractor to deal with problems promptly, and to promote the use of vending machines through special promotions:

(a) When carrying out the terms and conditions of this Contract, the Contractor and its representatives must wear neat and clean attire. When servicing, stocking, inspecting, auditing, installing, removing and/or collecting monies from vending machines, the Contractor and its representatives must wear clearly visible identification, including company and individual's name. Contractor shall maintain a staff of personnel trained to the satisfaction of the University to ensure prompt, efficient service to the equipment. Personnel will be readily identifiable as contractor's employees by appropriate attire and/or by identification badges. Contractor's personnel who successfully complete the University's criminal background check will be provided card access to the residence halls Monday through Friday from 8:00 a.m. to 5:00 p.m.

(b) The Contractor is responsible for the behavior of its representatives on Campus. Professional, courteous behavior is required. Behavior including, but not limited to, obscene language or gestures; racist or sexist remarks; fighting; rude or excessive noises; and/or physical contact with students, faculty or staff while on duty is unacceptable. Vending contract personnel shall at all times adhere to all University regulations in effect at TAMU-CC.

(c) Decals approved in advance by the Contract Administrator shall be affixed to all equipment, adjacent to coin slots, providing refund and service complaint information. The Contractor shall keep all decals neat and clean. Telephone numbers shown on the decals shall be connected to a twenty-four hour answering device, to allow customer contact during times other than Business Day.

(d) The Contractor shall report to the Contract Administrator monthly on type and frequency of service complaints received by machine location. The type of vandalism and/or theft reported to the University Police shall be included.

(e) Any promotions of products involving the posting of signage on machines require

prior approval in writing by the Contract Administrator. After completion of each promotion, all signs affixed to machines shall be removed promptly and completely, without leaving residue on machines.

2.4.20 Governmental Relations: The Contractor must be familiar with, and have a working knowledge of, and comply with all federal, state, and local laws, statutes, ordinances and regulations as applicable to the Contract. These shall include the rules, regulations, and interpretations of the Texas Department of Labor relative to Occupational Safety and Health Standards pertinent to the Contract. The Contractor certifies its compliance with all applicable local, state and federal laws and regulations. At the request of the University, the Contractor will provide evidence of compliance.

2.4.21 Taxes: The Contractor shall be responsible for remission of all taxes (federal, state and local) and all license fees, or any other necessary expenses to the operation under the Contract and should conform to all laws, regulations, and ordinances applicable to the performance of this Contract. Notwithstanding the foregoing, the Contractor shall not be responsible for any taxes assessed upon or otherwise derived from the net income of the University.

2.4.22 Contractor's Suppliers: While equipment, goods and services of more than one vendor may be offered, it must be done so through the Contractor. The Contractor shall be responsible for the acts and/or omissions of Contractor's suppliers of equipment, goods or services. The Contractor shall cause its suppliers to conform to the requirements of the Contract and failure by such suppliers to adhere to the Contract shall be deemed a breach of Contract by the Contractor.

2.4.23 Right of Approval of Subcontractors: This Contract shall not be assigned or subcontracted by the Contractor in whole or in part without the written consent of the University. In the event, where the Contractor wishes to subcontract the work, it shall state to the University, in writing, the name and address of such subcontractor, work to be performed or material to be furnished, place of business, and such other information as the University may require in order to determine whether the University shall consent to the subcontract.

2.4.24 Contractor Activity on Campus: This section refers to all activity which the Contractor performs on campus in carrying out the terms of the Contract, including but not limited to installing and removing machines; servicing machines and stocking machines:

- (a) All such activity shall be in compliance with the terms and conditions of the Contract.
- (b) The Contractor shall operate snack vending machines 365 days a year. The Contractor shall schedule and coordinate all activity on campus so as to cause the least possible interference with or interruption of the activities in a particular building, many of which contain classrooms, or other University activities. It is the intent, however, that work on campus be performed on business days.
- (c) The Contractor shall exercise due care for persons and property on campus when operating vehicles and/or moving heavy or awkward loads.

- (d) Installation of all equipment shall be in accordance with the manufacturer's instructions, and with the applicable standards and requirements of the National Electric Code and University Physical Plant policy. The Contractor will make every reasonable effort to stabilize machines so they will not be pushed, pulled or otherwise fall over.
- (e) The Contractor shall be totally responsible for any damage done to any part of University property while carrying out the terms of this Contract, and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to the University, within two weeks from the occurrence of such damage unless Contract Administrator agrees, in writing, to an alternate proposal. Should the University elect to repair such damage, the Contractor shall reimburse the University for its cost of repair.
- (f) The Contractor shall routinely clean up after its operation under the terms of this Contract to prevent any accumulation of debris, equipment, etc., and shall maintain exit ways free and clear at all times. The laws of the State of Texas shall apply in all disputes arising out of this RFP and subsequent contract.
- (g) The Contractor shall make every effort to recycle the packaging materials in which products placed in vending machines are brought to campus.
- (h) The Contractor agrees that it shall be responsible for the custody and care of any State-owned property furnished it for use in connection with the performance of the Contract, and will reimburse the State for its loss or damage.
- (i) The Contractor shall have a representative on call twenty-four hours a day to handle emergencies.
- (j) The Contractor shall require its employees, agents and subcontractors to abide by the parking and standing policy under which the University allows its vendors to conduct business on campus, including the purchase of any required parking permits. The Contractor shall contact the University's Parking Office at 361-825-2460 at the beginning of the Contract and arrange to obtain all necessary parking permits.
- (k) The Contractor shall meet with the Contract Administrator weekly during the Contract implementation period and quarterly thereafter.
- (l) The University shall have no obligation to make on campus storage space available to the contractor.
- (m) The contractor shall service vending machines five days per week (Monday thru Friday between the hours of 8am and 5pm) in buildings designated by the Contract Administrator where sales justify.

2.5 DUTIES AND OBLIGATIONS OF TEXAS A&M UNIVERSITY CORPUS CHRISTI:

2.5.1 University Responses: The University will respond to requests from the Contractor in a timely manner. All requests shall be submitted in writing to the University Contract Administrator, and all Contractor's verbal requests shall be confirmed by the Contractor through written communication within twenty-four (24) hours of the verbal request.

2.5.2 Rights of the Vending Contractor: Should this Contract be terminated, the Contractor shall have the right to remove all vending machines installed from the premises of the University in accordance with the contract extension provision herein.

2.5.3 University Responsibilities:

The University shall be responsible for the following:

- (a) **Contact:** Providing one (1) single point of contact to serve as the liaison between the University and the Supplier's Account Manager.
- (b) **University Liability:** It is understood and agreed that all vending machines are property of the Contractor and that the University shall not be liable or held responsible for any damage or destruction to or by any of the vending machines or their contents. The University does not carry insurance coverage for Contractor's equipment. It will be Contractor's responsibility for any prosecution or litigation arising out of loss, theft, damage or destruction to or by its machines and their contents.
- (c) **Other Causes:** The Contract may be terminated by the University as provided elsewhere in the Contract.
- (d) **University's Breach of Contract and Remedies:** In addition to any other legal or equitable remedy available to Contractor, should the University at any time violate any material conditions of the Contract, or fail to comply with any of the University's material contractual obligations, the Contractor may, by written notice to the University, demand that the University remedy such violation or failure. If, after receipt of the notice from the Contractor specifying each failure, the University does not cure such failure within a period of thirty (30) business days, the Contractor may terminate the whole of the Contract violation in question. In addition to the foregoing, the Contractor may terminate this Contract upon entry of a judgment of bankruptcy or insolvency by or against the University.

SECTION 3

PROPOSAL INFORMATION

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

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

<u>Event</u>	<u>Date</u>
Issue RFP	11/02/2022
Deadline for Submission of Questions	11/14/2022
Deadline for Submission of Proposals	12/06/2022
Opening	12/06/2022
Expected Award of Contract (anticipated)	12/16/2022
Expected Contract Start Date (anticipated)	06/01/2023

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 4.5 for URL.

3.3 PROPOSAL REQUIREMENTS.

(a) Submissions: Respondents shall submit one (1) original of Exhibit A, HUB Subcontracting Plan, and one (1) original Section 6, Execution of Proposal, along with one (1) original and **5 digital copies** (ie. USB thumbdrive) 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. Each original must be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

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

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

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

- (1) **Respondent Information: Section 6 - Respondent's Questionnaire**
Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.
- (2) **Historically Underutilized Businesses (HUB) Sub- Subcontracting Plan: Section 8** – The HUB Subcontracting Plan (the “Plan”) shall be completed, signed, and returned with the Proposal. Include all subcontractors on the Plan; state whether each subcontractor has been certified as a HUB by the State of Texas; and if certified, provide the most recent date of certification. Complete the remainder of the Plan forms as directed. Failure to complete and return the Plan with the submitted Proposal will result in rejection of the Proposal.
- (3) **Signed Execution of Proposal: Section 5** – Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.
- (4) **References: Section 7** – Provide list of three (3) current college and or commercial accounts in Texas that you are providing snack vending services, and three (3) past references (including contact name, telephone number, services rendered, and length of service) for which you provided services within the past five (5) years.
- (5) **Company Profile:** This section should provide a detailed description of its background information on the organization, and should give details of experience and qualifications in the operation of card reader operated snack vending services especially with other Universities. Provide an organizational chart as it relates to this project.
 1. Provide the name of the firm, a brief overview and history of your firm, the location of its headquarters, the location of the primary office providing services to the University and the location of any branch offices. Include the name, title, address, telephone number, e-mail address, and fax number of the individual(s) who will serve as the key contact for this RFP process.
 2. Provide the number and title of positions of relevant professionals in the firm and in the primary location providing services.
 3. Describe the corporate structure. Include any significant developments or organization, ownership, or financial structure

changes that have occurred within the last five (5) years or that you anticipate within the next five (5) years.

4. Describe the physical facilities that would support the contract, to include the size of parts inventory and distribution to the field staff as well as the communication system used to handle all customer requests for service.
- (6) **Financial Information:** Provide audited balance sheets for the past two (2) years, or other acceptable evidence of financial stability. If two (2) years of financial information are not available, this information shall be provided to the fullest extent possible, but not less than 12 months. If an offeror has less than two (2) years, offeror must explain the reason why they are not available. Copies of income tax returns are **not** acceptable.
- (7) **Project Staff:** Provide the name, title, qualifications and experience of the individual(s) who may be assigned to plan, design, manage, and maintain the facilities as covered under the Scope of Work. A criminal background check must be provided for each person servicing the residence halls. Anyone with a felony conviction will not be allowed access to the facilities. Supplier personnel who successfully complete the University's criminal background check will be provided card access to the residence halls Monday through Friday from 8:00 a.m. to 5:00 p.m. The provided access card is not transferable to other supplier personnel.

Please disclose whether the firm, or any of its partners, members, associates or employees, has within the last ten (10) years, been convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether any of the firm's partners, members, associates or employees, has within the last five years, been convicted of any crime or offense. If so, please describe any such convictions and surrounding circumstances in detail. Failure to provide this information may result in the response to the request for proposal (qualifications) being deemed non-responsive.

- (8) **Technical Proposal:** This information should address how your company can and will provide the installation, procedures, methods of operation, marketing plan and customer service specifications outlined in the Scope of Work. The areas of specifications should be organized and responded to in the exact order in which the requirements are presented in the RFP

Procedures, Marketing and Customer Service:

1. Implementation of the card reader system plan for the University.
2. Detail procedures and methods to operate the beverage machines and maintain a high level of service to the University and the patrons. Detail the resources and actual plan of follow-through of service to be provided to this account.
3. Procedures to provide refunds to patrons that have lost funds in the

beverage machines will be mutually agreed upon by the successful Offeror and the University. The procedures must be approved by the University.

4. Describe procedures to report inoperable machines, repair/servicing schedules, response time to service calls and procedures for providing replacement equipment when machines cannot be repaired on-site.
5. Include in the Technical Proposal a description of the company's internal accounting programs for:
 - Card operated beverage service personnel accounting controls
 - Methods of recording, checking and reporting sales
 - Internal Audit Systems
6. Include samples of regular accounting and inventory control forms used with detailed explanation of each and their importance. List current accounts that have experienced your on-site auditing procedures.
7. Provide a plan to enhance the beverage vending areas that would support recycling and energy saving practices.
8. Supplier shall propose an aesthetically pleasing décor package such as mechanical upgrades the company is willing to make or fund that will enhance the performance of machines for the patrons.
- (9) **Snack Products/Vending Prices:** Please provide a sample list of thirty (30) snack products and their corresponding vending price. Include also the types of machines to be furnished as well as the voltage required for these machines.
- (10) **Certificates/Licenses:** Please attach this information to the RFP response.
- (11) **W9:** Please attach a copy of your most current W9 form to the RFP response.
- (12) **Experience and Qualifications:** Describe services your organization has provided in the past 5 years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP.

3.4 INQUIRIES

- (a) All inquiries shall be submitted in writing to **William Felsberg** at facsimile **361-825-3434** or by e-mail to **William.felsberg@tamucc.edu** by **11/14/2022 by 2:00 pm** Central Standard Time, the date listed as the deadline for submission of questions as specified in Section 4.1 above.
- (b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <https://www.txsmartbuy.com/esbd>, and the TAMU-CC Purchasing website at <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/bid-opportunities.php>. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- (c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- (d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a "blanket exception" to this entire RFP. If any Respondent takes a "blanket exception" to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration.

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

3.5 PROPOSAL SUBMISSION.

- (a) All Proposals shall be received and time stamped at TAMU-CC prior to **2:00 pm**, Central Standard Time, on the date specified in the Schedule of Events above. TAMU-CC reserves the right to reject late submittals.
- (b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver the Proposal to TAMU-CC by the specified date.
- (c) Telephone and facsimile Proposals will not be accepted.
- (d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

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

<p>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL</p> <p>Texas A&M University-Corpus Christi Purchasing Department 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 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731 Hours- M-TH prior to 5pm (Fri 3pm)</p>
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4.8 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.

4.9 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:

SNACK VENDING SERVICES	Points Assignment		Comments
	Maximum Points	Minimum Points	
Contractor Qualifications, Reference and Relevant Information			
Background: Has experience and extensive qualifications in the operation of collegiate vending services.	5		
Background: Has knowledge and experience in the operation of coin/debit card system services.	5		
Company Profile: Outlines the company organization and each person's qualification in providing services.	4		
References: Ability to meet/exceed expectations of services as verified by customers	6		
Financial: Strong financial company	6		
Subtotal	26		

Technical procedures, methods of operation, marketing, and customer service	Points Assignment		Comments
Transition: Contractor outlines a clear and concise plan in the transition of services from the current provider with timetables, dates, and contingency plans.	4		
Equipment: Provided manufacturer's literature for proposed vending machines to be provided under the contract.	4		
Marketing: Provided a detailed marketing plan that includes but is not limited to instructions for operation of machines, procedures for reporting damages, and filing claims.	6		
Customer Service: Provided detail procedures for reporting inoperable machines, repair and service schedules, response time, procedures and methods for replacing equipment which cannot be repaired.	6		
Reports: Provided proposed procedures for collecting revenue, processing collections, verifying revenue and the reports used to provide information.	6		
Sanitation: Outlined procedures in maintaining clean and sanitary vending machines.	4		
Products: Included a list of 30 brands of products and proposed price for each.	4		
Subtotal	34		
Commission to the University	Points Assignment		Comments
Exclusivity Commission: Proposed an annual exclusivity commission to the University.	20		
Commission: Provide a proposed computation that clearly demonstrates providing a percentage of the gross monthly revenue collections from all snack vending machines during the term of the contract.	20		
Subtotal	40		
Total Points	100		

- (d) TAMU-CC may, at its discretion, request oral presentations or discussions with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal.
- (e) 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
- (f) 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).

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

**between TEXAS A&M UNIVERSITY – CORPUS CHRISTI
and _____**

[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:

3 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"

4 TERM OF THE CONTRACT: This Contract shall become effective upon final signature for an initial term of twelve (12) months. An option to renew on an annual basis may occur with executed renewal letters. Overall term may not exceed five (5) years.

5 COMPENSATION AND METHOD OF PAYMENT:

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

[OR]

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

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

(8) 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.

Contractor shall submit invoices to:

Texas A&M University – Corpus Christi
attn.: Accounts Payable
6300 Ocean Drive, USC 121
Corpus Christi, Texas 78414

Copy of invoice to:

Texas A&M University – Corpus Christi
attn.: Business Coordinator
6300 Ocean Drive, _____
Corpus Christi, Texas 78412

(9) Reimbursement for travel:

- 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 (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.

(10) The total of all payments made against this Contract shall not exceed \$_____.

6 CONTRACT DOCUMENTS

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

7.2 This Executed Contract;

- 7.3 Exhibit “A” – Statement of Work;
- 7.4 Exhibit “B” – The RFP and Addenda;
- 7.5 Exhibit “C” – Contractor’s Proposal; and,
- 7.6 Exhibit “D” – Other Attachments.

8 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.

9 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.

10 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.

11 INSURANCE

- 4 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:**Coverage****Limit****4.5 Worker's Compensation**

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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

B. Automobile Liability

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

C. Commercial General Liability

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

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

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

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

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

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

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically, hand delivered, or 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 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.]

12 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.

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

14 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.

15 FORCE MAJEURE: For purposes of this Contract, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's

not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Contract, that inability to comply will not constitute breach if (a) that party uses reasonable efforts to perform those obligations, (b) that party's inability to perform those obligations is not due to its failure to (1) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (2) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (c) that party complies with its obligations under this Section. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

16 **DISPUTE RESOLUTION:** [ALTERNATIVE 1] The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU- CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to Director of Contracts of TAMU-CC, who shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

[ALTERNATIVE 2]

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

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

- (A) Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, *Texas Government Code*. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to Director of Contracts. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter
- (B) 2260, subchapter C, *Texas Government Code*.
- (C) The contested case process provided in Chapter 2260, subchapter C, *Texas Government Code*, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (D) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the *Texas Civil Practices and Remedies Code*. Neither the execution of this Contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this

Contract shall be considered a waiver of sovereign immunity to suit.

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

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

17 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 2252.903, *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:

- (i) 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.
- (ii) Upon TAMU-CC's written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (iii) Contractor acknowledges that TAMU-CC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (iv) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Contractor agrees that the agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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.

3 **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 78412
Attention: Contracts Administration

E-mail: contracts@tamucc.edu

Contractor: _____

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

19 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. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2271 applies to this Contract, Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Contract. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

18. CERTIFICATION REGARDING BUSIESS WITH CERTAIN COUNTRIES AND ORGANIZATION: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Contract may be terminated if this certification is inaccurate.

19. RECORDS RETENTION: Contractor will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Contract and for seven years after the conclusion of the Contract.

20. **PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING:** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this 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.

20. **CONFLICT OF INTEREST:** By executing this Contract, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Contract, or in the services to which this Contract relates, or in any of the profits, real or potential, thereof.

21. **LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Contract, including, but not limited to, those terms and conditions relating to liens on TAMU-CC’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Contract constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.

22. **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.

23. **NOT ELIGLE FOR REHIRE:** A designation of Not Eligible for Rehire will disqualify a former employee from being (a) employed or retained by a member as an independent contractor, consultant or volunteer, or (b) assigned to perform work for a member while an employee of a business entity for the duration of the specified term. Any former employee acting as an independent contractor, consultant, or volunteer must disclose their designation of Not Eligible for Rehire to the member for whom they are proposing to perform work. A business entity employing a former member employee designated as Not Eligible for Rehire is responsible for ensuring that its employee is not involved in any work for the System.

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: _____
Name: _____

By: _____
Name: _____

Title: _____
Dated: _____

Title: _____
Dated: _____

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

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

ACCESS BY INDIVIDUALS WITH DISABILITIES:

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

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

**Section 5
EXECUTION OF PROPOSAL**

By signature hereon, the respondent certifies that:

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

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

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

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

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

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

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

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

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

RESPONDENT (Company) _____

SIGNATURE (INK): _____

NAME (PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP _____

TELEPHONE AND FAXSMILE 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**RESPONDENT'S QUESTIONNAIRE**

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

7.1 Company Profile

- Number of Years in Business: _____

Type of Operation: Individual ___ Partnership ___ Corporation ___ Government ___

Number of Employees: _____ (company wide)

Number of Employees: _____ (servicing location)

Annual Sales Volume: _____ (company wide)

Annual Sales Volume: _____ (servicing location)

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

Section 7
REFERENCES

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

Company Name _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

SECTION 8 HUB SUBCONTRACTING PLAN

A downloadable pdf version is available at <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/hub-program/assets/documents/hub-subcontracting-plan-hsp-fy22-template.pdf>.



Rev. 2/17

HUB Subcontracting Plan (HSP) QUICK CHECKLIST FY22

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

1. If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

2. If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

3. If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

4. If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

"Continuous Contract": Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Rev. 2/17

Enter your company's name here: Requisition #:

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Rev. 2/17

Enter your company's name here: <input style="width: 95%;" type="text"/>	Requisition #: <input style="width: 95%;" type="text"/>
--	---

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: <input style="width: 90%;" type="text"/>	Requisition #: <input style="width: 90%;" type="text"/>
--	---

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description:

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b.** List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 2/17

Enter your company's name here: Requisition #:

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: Description:

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbllsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

Rev. 2/17

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: <input style="width: 95%;" type="text"/>	State of Texas VID #: <input style="width: 95%;" type="text"/>
Point-of-Contact: <input style="width: 95%;" type="text"/>	Phone #: <input style="width: 95%;" type="text"/>
E-mail Address: <input style="width: 95%;" type="text"/>	Fax #: <input style="width: 95%;" type="text"/>
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <input style="width: 95%;" type="text"/>	
Point-of-Contact: <input style="width: 95%;" type="text"/>	Phone #: <input style="width: 95%;" type="text"/>
Requisition #: <input style="width: 95%;" type="text"/>	Bid Open Date: <input style="width: 95%;" type="text"/> <small>(mm/dd/yyyy)</small>
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than <input style="width: 100px;" type="text"/>	on <input style="width: 100px;" type="text"/>
<small>Central Time</small>	<small>Date (mm/dd/yyyy)</small>
<p><i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
<input style="width: 100%; height: 100%;" type="text"/>	
3. Required Qualifications:	<input type="checkbox"/> - Not Applicable
<input style="width: 100%; height: 100%;" type="text"/>	
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
<input style="width: 100%; height: 100%;" type="text"/>	
5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
<input style="width: 100%; height: 100%;" type="text"/>	