



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

REQUEST FOR PROPOSAL

RFP Number:
TAMU-CC-RFP-26-0002
Website Redesign

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time 6/25/26

MAIL PROPOSAL TO:

Texas A&M University-Corpus Christi
TAMU-CC-RFP-26-0002
Purchasing Department
6300 Ocean Drive Unit 5731
Corpus Christi TX 78412-5731

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

Texas A&M University-Corpus Christi
TAMU-CC-RFP-26-0002
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: 5/21/2026

REFER INQUIRIES TO:

Will Hobart, Director
Texas A&M University-Corpus Christi
Purchasing Department
361-825-3434
Email: will.hobart@tamucc.edu

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SECTION I GENERAL

1.1 SCOPE

The Harte Research Institute at Texas A&M University-Corpus Christi (TAMU-CC) seeks proposals to host, maintain, and redesign its public-facing websites. The project scope includes information architecture, a new visual design suite, content development, front-end web development and implementation of a new CMS. The project likely will consist of several phases of work. It is the intent of HRI and the University to award Phase 1, as described in paragraph XXX, and at the sole discretion of HRI future phases may be included in contract renewals.

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

1.2 CONTRACT TERM

Initial term limited to time as required to complete Phase 1, anticipated to be completed within six (6) months from effective date of Contract. Under no circumstances, shall initial term exceed twelve (12) months. An option to renew on annual basis for additional phases at the University's discretion. Initial term with renewals shall not exceed five (5) years.

1.3 DEFINITIONS

For purposes of this RFP, the following definitions apply:

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

- 1.4 **Important Notice – HUB Subcontracting Plan (HSP) 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 Mr. Ruben Gonzalez, HUB Coordinator at (361) 825-5822.

SECTION II 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.

2.2 ABOUT TEXAS A&M UNIVERSITY CORPUS CHRISTI

Texas A&M University-Corpus Christi has a rich history in the Coastal Bend region and has more than 50,000 alumni in Texas and beyond. It became part of The Texas A&M University System in 1989 and completed a downward expansion to offer freshmen and sophomore classes in 1994. Enrollment has grown nearly every year since the expansion and the University is poised for continued growth under a new leadership team.

In 2018, Texas A&M-Corpus Christi enrolled more than 12,000 students with approximately 20 percent at the graduate level. The University offers 43 undergraduate programs, 31 graduate programs and nine terminal degrees including an MFA in fine arts. The University’s programs in communications, music, marine sciences and nursing are well-known and respected.

2.3 CONTEXT FOR THE WEBSITE REDESIGN

The Harte Research Institute’s web sites comprise 10 different sites with more than 1,000 active pages and currently utilizes the Drupal and Decap content management platforms. The web content management systems are hosted on cloud platforms by amaze.io.

HRI’s Marketing and Communications Department maintains the web pages and holds administrative rights over all pages. It is a patchwork of access for the sites as HRI managers have full access to some sites, while others must go through the contracted maintenance company for things as simple as changes in text.

HRI websites lack cohesion and consistency as some use different content management systems and have different looks from the main HRI website. Some of the sites were built as separate projects and when they were built there were not specific standards for new sites under the HRI brand. It is not known when the last redesign of websites took place.

Over the last six months of 2025 and into 2026, a new web administrator is in place at HRI, and the desire is to create a stronger, more cohesive web presence for HRI-affiliated sites.

HRI is seeking a vendor who can help establish workflows and make recommendations regarding an optimal balance between a centralized and decentralized structure.

HRI also seeks a vendor to modernize our web presence and create a more unified and user-friendly brand across all our websites. Our main goal is to improve the overall user experience for both internal and external clients to improve accessibility and offer a better way to gain access to our science.

The new website must meet the needs and expectations of current employees, students (prospective and current), donors, and the general public. We would like to find a balance between a website that is a robust marketing and storytelling platform as well as an information directory. The current site structures are difficult to navigate and need an overhaul to improve content access points.

We believe the primary purpose of HRI-aligned sites are to engage donors, students, faculty, and the broader public, guiding visitors from initial interest to a deeper connection, and telling the story of HRI and its programs.

Audience priorities include:

- Donors, students, faculty, general public

Primary calls-to-action (CTAs)—request information, how to donate, etc.—should be prominent, pervasive, and strategic.

Secondary CTAs should promote giving, participation in events, and continuing a relationship with HRI, particularly for donors, alumni, students, and community members.

In addition, the redesign is an opportunity to build a strategic, lean site to address the ever-changing digital marketing landscape.

2.4 PHASED ROLL OUT TO HELP FOCUS PROGRESS

HRI is committed to a phased rollout approach to help ensure our timeline objectives are met within the predetermined guidelines. By identifying key interest points within areas of focus, we hope to maintain a positive momentum forward without jeopardizing the overall timeline.

The two phases will consist of:

Phase 1 - These items are detailed in paragraph 2.6.

- Discovery
- Content Audit and Strategy
- Information Architecture
- Experience/Design

Phase 2 - These items are detailed in paragraph 2.7.

- CMS Implementation and Build-Out
- Web Development
- Content and Migration Work

It will be at the discretion of the University to move into Phase 2 upon the successful completion of Phase 1.

2.5 PROJECT OBJECTIVES

This project is a large-scale renewal of HRI's overall web presence. The goal is to redesign HRI-aligned websites to be modern and compelling and places the needs of our users first. This will create a cohesive user experience for internal and external users, employ a logical, easy-to-understand navigation scheme and feature content that supports HRI's messaging strategy. Additional high-level goals include:

- (a) **Creating an Accessible Website.** HRI is committed to facilitating access to its web presence regardless of ability. The re-designed HRI websites should employ all principles of design and recognized standards for content and technology to ensure they are usable and accessible to everyone. The new website must meet Section 508 and WCAG 2.1 AA standards for accessibility.
- (b) **Expressing Individuality and Institutional Cohesion.** HRI has a long-standing commitment to individuality, intellectual independence and academic freedom. The redesigned HRI websites must allow departments and units to express their individuality while simultaneously creating a cohesive brand and experience for visitors browsing the sites. This goal applies not only to the site's visual design and layout, but the updated websites should have the capability to simultaneously support the HRI's communication objectives and the unique communication and marketing goals of the institute's multiple programs and labs.
- (c) **Featuring Outstanding Visual and User Experience Design on the Web.** The new visual design of HRI-aligned websites need to be modern, beautiful, compelling, accessible, mobile friendly and easily navigable. The visual design should also be highly flexible and modular and reflect the University's and HRI's visual identity guidelines.
- (d) **Eliminating Digital Fragmentation.** One key objective for rebuilding HRI sites is eliminating digital fragmentation by building a platform for creating websites that supports continuous improvement and sustained success.
- (e) **User/Manager accessibility and website dashboard.** Create a dashboard of all HRI websites that allows HRI administrators access to all sites. It currently is fragmented between multiple content management systems and log ins. A goal is that each individual would have access to specific content through their individual login, and have full rights across all through your single login
- (f) **Update URLs for sites to start with harteresearch.org.** Currently HRI-aligned sites have different unique URLs, a goal is to have them all have the same URL to start with extensions signifying their sites. HRI will continue to maintain all existing URLs, which would then be directed to the new URLs.
- (g) **Same CMS for all websites.** Currently HRI uses two different content management systems (Drupal and Decap), and a goal is to put all the websites under one CMS for a better and easier experience in updating and maintaining.
- (h) **Standardize look of HRI-aligned websites.** Design headers and footers that look similar among all HRI websites.

The platform should enforce best practices related to accessibility, SEO optimization, accurate analytics and needs to facilitate content sharing between websites. The template structure should also be easy to use for web content editors to simplify the support, security and technical maintenance of the sites.

The long-term goal is a consistent and unified web presence that offers a modern, best-in-class user experience for HRI's digital constituents.

2.6 PHASE 1 - SCOPE OF WORK

To accomplish the Phase 1 project objectives outlined in paragraph 2.5, the Harte Research Institute and Texas A&M University-Corpus Christi is requesting that the following deliverables be included in the scope of work.

Discovery

- Meet with Marketing & Communications (MarCom) and IT to get a clear understanding of project requirements, goals, and vision
- Meet with MarCom and key stakeholders to outline process, gather feedback, and discuss appropriate resourcing for project success (include travel costs)
- Review necessary background information on our current websites, sub-domains, evolving creative strategy, and competitive landscape
- Develop a master project schedule with timeframes, responsibilities and estimated costs

Content Audit and Strategy

- Understand our target audiences and their needs through research
- Audit existing content and analytics; identify whether it meets established goals or if action is needed to support the overall content strategy
- Develop a roadmap for new content generation and who's responsible for creating and managing it post-launch
- Identify old or orphaned content and make recommendations whether to retain or migrate to new site

Information Architecture

- Establish new structure and hierarchy based on HRI's goals, audience priorities, and content strategy
- Analyze and recommend labeling for top three levels of navigation with SEO and usability in mind
- Consider and integrate unique content types, such as events, profiles, call-outs, and news stories to influence template designs
- Give special consideration to presentation of academic colleges and programs—and their respective landing pages

Experience/Design

- Design concepts must be mobile first, responsive within a modular design model
- Produce three homepage design concepts to establish direction of overall tone
- Provide designs for up to 8-10 additional page types/templates, including programfinder, program/research landing page, internal page, news and events landing page, event, profile, education page, and development, etc.
- Integrate multimedia options for video, photo galleries and social media
- Adhere to TAMU-CC's evolving brand guidelines

2.7 PHASE 2 - SCOPE OF WORK

To accomplish the Phase 2 project objectives outlined in paragraph 2.5, Texas A&M University-Corpus Christi and HRI is requesting that the following deliverables be included in the scope of work.

HRI-Aligned Website Addresses

Current addresses for HRI-aligned websites. A goal is to use these as extensions for new URL or addresses that begin with harterresearch.org. Example, harterresearch.org/sportfishcenter. The idea would be to house all under one URL and create seamless redirection.

- Harterresearch.org
- Sportfishcenter.org
- Gulfbase.org
- Bluevalue.org
- Geored.org
- Griidc.org
- Txoystertraining.org
- Texascoastreportcard.org
- Freshwaterinflow.org (static)
- Texasonegulf.org (static)
- Birdislands.org

CMS Implementation and Build-Out

- Build out website in its entirety, including all page designs/templates, content types, etc. while working with MarCom and IT
- Accommodate and integrate third party applications, including SAML-based authentication (e.g. Shibboleth or ADFS), TouchNet, etc.
- Outline and execute testing plan on all applicable platforms prior to launch (with MarCom's help) and ensure all browser requirements are met
- Support SEO best practices/optimization through proper HTML structure, meta tags, URL structure, and clean/content-first templates
- Implementation of Google Tag Manager and Google Analytics tracking code, including configuration of GA segments, events and goals
- Optimize for increased multimedia and social media presence, including native video players, native photo galleries, and templates that feature large/high resolution images
- Set up permission and workflow structure for select distributed authors/editors
- Assist with content migration effort (number of pages to be migrated is roughly 350)

Web Development

- Develop responsive front-end code (including HTML, CSS and JS) for the entire visual design suite. Front-end code must meet Section 508 and WCAG 2.1 AA standards for accessibility and work consistently across operating systems, browsers and devices. The front-end code must be valid HTML5 markup, based on W3C standards.
- Deploy the site in a soft launch using hosting services provided and maintained by the vendor, complete final testing, and resolve any errors or issues.
- Verify function of donation links currently on websites.
- Provide detailed documentation for HRI IT and MarCom
- Provide support and troubleshooting once site is fully deployed
- Provide estimate (hourly rate, minimum hourly requirements, etc.) and outline ongoing, proactive support plan for front- and back-end web development, new or modified

templates, etc.

- Develop workflow rules and define user roles to help govern content management and compliance
- Include ongoing production and test server environment

2.8 ADDITIONAL REQUESTS

- Dedicated liaison/project manager and on-call Customer service to ensure a central point of contact is available in real time during the project lifecycle to solve technical issues or requests.
- Ability to track website performance and search visibility for all HRI sites through Google Analytics, SEO, and Tag Manager Services

2.9 POST-PROJECT SUPPORT

Provide ongoing post-project support to ensure continued assistance after project delivery, including addressing issues and help maintain and optimize outcomes.

- **Service Level Agreement (SLA) guarantee percentage**
The vendor should provide hosting and support services with a minimum uptime guarantee of 99.9% availability per calendar month, excluding scheduled maintenance. The vendor will define monitoring methods, reporting frequency, and procedures for addressing service interruptions.
- **Notification of Maintenance**
The vendor shall provide notification of scheduled maintenance in accordance with a mutually agreed-upon notification timeframe.

2.9 CONTENT AND MIGRATION WORK

HRI will collaborate with the selected vendor to:

- Explore content migration options in regard to vendor participation/cost versus internal facilitation
- Discuss content creation and messaging options to optimize the effectiveness of our overall message

2.10 PROJECT TIMELINE

Develop a preliminary timeline working under the assumption the project will initiate by August 1, 2026 and the new homepage and top-level website for HRIxxxxxxx should launch by September 1, 2026.

2.11 RATES

While the project will be billed in totality rather than by the hour, proper assessment of the RFP requires a way of measuring each vendor based on like criteria. Vendors should submit a maximum per-hour rate upon which the price of the project is based.

Any work that is unsatisfactory in quality will be returned for correction at no cost to the University.

2.12 OUT OF SCOPE ITEMS

Extensive discovery and market research, brand development and photography are outside the scope of work.

2.13 ADDITIONAL SITE DEVELOPMENT

HRI currently has a page that manages internal information and documentation. This page is a password accessible platform to host documents for various purposes. This would include the following:

- Internal PDF forms for information management (HR, Procurement, etc.)
- Faculty and Staff documentation
- Business processes
- Service request forms

2.14 OWNERSHIP OF WORK

Ownership of web design, development code and all related intellectual property, will belong exclusively to Harte Research Institute and Texas A&M University-Corpus Christi unless otherwise agreed upon.

2.15 SUBCONTRACTORS

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

2.16 PERFORMANCE TRACKING

Harte Research Institute and TAMU-CC will monitor the performance of the Contract issued under this RFP. All services under the contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

SECTION III PROPOSAL INFORMATION

3.1 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule: Texas A&M University-Corpus Christi reserves the right to change the dates shown below upon written notification.

<u>Event</u>	<u>Date</u>
Issue RFP	May 21, 2026
Deadline for Submission of Questions	June 04, 2026
Deadline for Last Addendum	June 11, 2026
Opening - <u>2:00 p.m. Central Time</u>	June 25, 2026
Presentations (as needed and requested)	July, 2026
Expected Award of Contract (anticipated)	July 17, 2026
Expected Contract Start Date (anticipated)	August 1, 2026

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 as an Addendum. See paragraph 3.5 for URL.

3.3 PRE-PROPOSAL CONFERENCE

A Pre-proposal conference is not needed or required for this RFP.

3.4 PROPOSAL REQUIREMENTS**(A) SUBMISSIONS:**

1. Respondents shall submit one (1) original of Section V, Execution of Proposal and four copies (USB's) 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. Unsigned proposal will not be considered.
2. Texas A&M University-Corpus Christi (TAMU-CC) reserves the right to award the contract to the vendor whose proposal will, in the opinion of TAMU-CC, provide full and adequate services to TAMU-CC and its students at reasonable prices. The contract will not be awarded on price alone but on all aspects of the company's proposal: the technical proposal of the RFP, oral presentation (if applicable), product quality, guarantee/warranty, service, marketing, promotions, etc. TAMU-CC reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of TAMU-CC.

3. Each proposal in one original and **four copies** (USB's) are to be received from each offeror in sealed packages. Each original must be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered (Section IV).
4. All proposals must be received by TAMU-CC Purchasing Office no later than the date and time specified on the cover sheet of this RFP.
5. During or shortly after that date and time the package containing the technical and revenue and cost proposals from each responding firm will be opened.
6. The evaluators may request additional 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. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to multiple factors such as completeness, content, experience with similar contracts, financial stability, revenue and cost, craftsmanship, and ability of the offeror and its staff to provide the best products and services. Award of a contract to an offeror does not mean that the other proposals lacked merit but that, all factors considered, the selected proposal was deemed to provide the best value and interest to TAMU-CC.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and TAMU-CC reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of TAMU-CC.

(B) PROPOSAL FORMAT:

Proposals should provide straightforward, concise descriptions of the vendor's ability to meet the requirements set forth in this RFP. Vendors are solely responsible for costs incurred in the preparation of their proposals. The proposal must be submitted in the following format:

Section 1: Cover Letter. Submit a cover letter on your letterhead signed by an authorized representative of your organization, certifying the accuracy of all information in your proposal. Provide the name, title, address and email address of the primary contact for the purposes of this RFP. Submit an executive summary of your proposal, covering the main features and benefits that distinguish your company.

Section 2: Company Background. Describe your company's industry presence, capabilities and strengths, and your experience with other institutions of higher education. Provide a brief history of your firm and include any other relevant information about the company.

Section 3: Project Team. Describe your proposed staffing plans and provide bios for each principal and for each member of the proposed project team.

Section 4: Approach. Provide a detailed description of your methodology and approach to discovery, digital strategy, creative development and technical implementation for the redesign of <https://www.TAMUCC.EDU/>.

Section 5: Schedule. Provide a high-level project timeline to complete the redesign process. Milestones should allow suitable time for review and approval by TAMU-CC (minimally 5 days).

Section 6: Services and Cost Proposal. Include a detailed scope of work and itemized cost proposal for each deliverable requested in Section II, paragraphs 2.6 and 2.7 of this RFP. Provide line item pricing for each major section of the proposed work. Please include the fee structure for additional work that may be added through change orders and a proposed schedule for invoicing.

Section 7: Portfolio and References. Include a sample of relevant projects from your company's portfolio and provide at least three references from recent clients (at least one being an educational institution) for which you provided similar services, see Section VIII.

Section 8: Project Management and Performance. Describe your methodology for allocating resources and ensuring that deliverables are consistently completed on time and within budget.

Section 9: Subcontractors. Please specify any proposed subcontractors and the services they will provide. The selected vendor shall be responsible for services provided to TAMU-CC by third parties or subcontractors.

Section 10: Financial Performance. Complete and return Section VII, Respondent's Questionnaire so that TAMU-CC can evaluate each vendor's financial stability and ability to support the commitments set forth in response to the RFP.

(C) COSTS:

Respondents to this RFP are responsible for all costs of Proposal preparation.

(D) 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**.

(E) CONTENTS:

Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. TAMU-CC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

The following documents must be submitted with the response.

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

- (2) **Section VI – Pricing and Delivery Schedule:** Provide requested information as directed.
- (3) **Section VII – Respondent’s Questionnaire:** Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent’s primary contact.
- (4) **Section VIII – References:** Provide requested information as directed.
- (5) **Section IX – HUB Subcontracting Plan:** 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.
- (6) **Proposed Products/Services:** With respect to each of the services outlined in Section II, provide the detailed description of proposed (type of product/services). Provide separate Section for each product/services provided.

3.5 INQUIRIES

- (a) All inquiries shall be submitted in writing to **Will Hobart, Director of Procurement & Disbursements** by e-mail to will.hobart@tamucc.edu by **April 24, 2026 at 2:00 PM CST**, the date listed as the deadline for submission of questions as specified in paragraph 3.1 above.
- (b) All inquiries will result in written responses with copies posted to the TAMU-CC purchasing website at:
http://adminsServices.tamucc.edu/procurement_disbursements/Bid-opportunities.html
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.
- (e) Respondents are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFP and whether TAMU-CC may negotiate that provision under this particular RFP.

3.6 PROPOSAL SUBMISSION

- (a) All Proposals shall be received and time stamped at TAMU-CC prior to **June 25, 2026 at 2:00 PM CST** as 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, facsimile and email Proposals **will not** be accepted.
- (d) Receipt of all addenda to this RFP should be acknowledged by returning **a signed copy of each addendum with the submitted Proposal.**

3.7 DELIVERY OF PROPOSALS

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

<p>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL:</p> <p>Texas A&M University-Corpus Christi TAMU-CC-RFP-26-0002 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 TAMU-CC-RFP-26-0002 Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731</p>
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3.8 PROPOSAL OPENING

- (a) Proposals will be opened at:

Texas A&M University-Corpus Christi
 Purchasing Building
 6300 Ocean Drive, Room 110
 Corpus Christi, TX 78412

- (b) All submitted Proposals become the property of TAMU-CC after the RFP submittal deadline/opening date.

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

3.9 PROPOSAL EVALUATION AND AWARD

- (a) TAMU-CC shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov't Code, Section 2155.074.
- (b) A committee will be established to evaluate the Proposals. The committee will include employees of TAMU-CC and other persons invited by TAMU-CC to participate.
- (c) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:
- Proposed services, approach and methodology – 35%
 - Compensation and fees – 30%
 - Experience and qualifications – 20%
 - References and company information – 10%
 - Value added features – 5%
- (d) The evaluation committee will determine if Best and Final Offers (BAFO) are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing.
- (e) In evaluating Proposals to determine the best value for the State, TAMU-CC may consider information related to past contract performance of a Respondent including, but not limited to, TPASS' Vendor Performance Tracking System (available at http://www.window.state.tx.us/procurement/prog/vendor_performance).

**SECTION IV
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.



SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into and effective _____ (the “Effective Date”), by and between _____, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (hereafter referred to as “MEMBER”), and _____, a _____ (hereafter referred to as “PROVIDER”). MEMBER and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

MEMBER and PROVIDER hereby agree as follows:

1. SERVICES

- A. PROVIDER will perform the services as set forth in Exhibit A, Statement of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.

2. PROVIDER OBLIGATIONS

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will perform the Services substantially in accordance with PROVIDER’s documentation, including without limitation, any marketing materials, user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to MEMBER.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER’s performance of this Agreement.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER’s performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues through _____ (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for _____ () additional _____ () year periods upon mutual written agreement executed by the Parties; provided that the total term of the Agreement shall not exceed five (5) years from the Effective Date.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon _____ () days’ prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such _____-day period.
- C. MEMBER may immediately terminate this Agreement if (i) the PROVIDER’s insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

- D. MEMBER may terminate this Agreement without cause upon ____ () days' prior written notice to PROVIDER.
- E. In the event that MEMBER terminates this Agreement for cause, MEMBER shall receive a pro-rata refund of any pre-paid amounts.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by PROVIDER under this Agreement, MEMBER shall pay PROVIDER in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to PROVIDER under this Agreement will not exceed ____ dollars (\$ ____) without an amendment to this Agreement.
- B. PROVIDER will submit monthly invoices to MEMBER. Each invoice must reference the MEMBER purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that MEMBER may reasonably request to support the invoice amount. MEMBER will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by MEMBER in advance, PROVIDER will be reimbursed by MEMBER according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, PROVIDER will submit to MEMBER receipts, invoices and other documentation as required by MEMBER. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to MEMBER a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>
- E. As an agency of the State of Texas MEMBER is tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

5. OWNERSHIP OF CREATED WORKS

The Parties intend that all works prepared by PROVIDER under this Agreement ("Deliverables") will be works made for hire and the copyrights and all other rights in the Deliverables will be the sole and exclusive property of MEMBER. If, for any reason, the Deliverables would not be works made for hire, then PROVIDER irrevocably assigns, transfers and conveys to MEMBER, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to the Deliverables, including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by MEMBER. PROVIDER shall secure for MEMBER all consents, releases, and contracts and perform other reasonable acts as MEMBER may deem necessary to secure and evidence MEMBER's rights in any Deliverable.

6. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to disclose information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party. Confidential Information shall include all information, data or other content that MEMBER, its affiliates, and their

employees, contractors, students, or end-users enter, submit or upload to Services or otherwise provide to PROVIDER through use of the Services under this Agreement (collectively, the “Customer Data”).

- B. “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party; provided, however, that the above exclusions do not apply to Customer Data that is personally identifiable information or other personal or private data that is protected under applicable laws or regulations.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party’s employees, contractors, agents, and other representatives (“Representatives”) having a need to know the Confidential Information to fulfill the Receiving Party’s obligations under this Agreement; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives’ compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party’s obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of one (1) year.

7. CUSTOMER DATA PRIVACY

- A. MEMBER shall retain all right, title, and interest in and to Customer Data. Furthermore, if the Services provided include content generated by artificial intelligence (“AI”), MEMBER shall retain all right, title, and interest in and to the AI generated outputs.
- B. PROVIDER shall, within two (2) days of discovery, report to MEMBER any use or disclosure of Customer Data not authorized by this Agreement or in writing by MEMBER. PROVIDER’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Customer Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by MEMBER.
- C. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by MEMBER, shall return in acceptable electronic format all Customer Data in its possession (or in the possession of any of its subcontractors or agents) to MEMBER or, at MEMBER’s option, delete all such Customer Data, if return is not feasible. PROVIDER shall provide MEMBER with at least ten (10) days’ written notice of PROVIDER’s intent to delete such Customer Data and shall confirm such deletion in writing.

8. COMPLIANCE WITH LAWS

- A. **General.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. **FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”), MEMBER hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or MEMBER in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.
- C. **Payment Card Industry (PCI) Compliance.** For purposes of this Agreement, “PCI DSS” means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. If applicable, PROVIDER acknowledges and agrees that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of MEMBER, or to the extent that PROVIDER could impact the security of the cardholder data environment and agrees as follows:
- i. PROVIDER represents and warrants that, as of the Effective Date of this Agreement, it has complied with all PCI DSS requirements and has performed the necessary steps to validate its compliance with PCI DSS. PROVIDER shall maintain such compliance for the Term of this Agreement and send documentation of its most recent validation of compliance to MEMBER annually during the Term of this Agreement. In the event that PROVIDER learns that it is no longer PCI DSS compliant, PROVIDER will notify MEMBER within two (2) business days of discovery and immediately remediate such non-compliance.
 - ii. PROVIDER acknowledges that unauthorized access to the cardholder data environment (a “cardholder data breach”) resulting from a lapse in PROVIDER’s security obligations is grounds for early termination of this Agreement, without penalty and with immediate effect, at MEMBER’s discretion. PROVIDER agrees to comply with all laws, rules, and regulations applicable to cardholder data services, including without limitation, those laws requiring notification of individuals in the event of a cardholder data breach.
 - iii. PROVIDER agrees to indemnify and hold harmless MEMBER from and against any third-party claims, damages, or other harm related to a cardholder data breach. This provision survives termination of this Agreement.

9. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless MEMBER, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnitees (each, a “Claim”) arising out of or related to (i) an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

10. INSURANCE

PROVIDER shall obtain, and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Exhibit C, attached hereto.

11. INFORMATION TECHNOLOGY

- A. **Access by Individuals with Disabilities.** PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the Texas Administrative Code and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content

Accessibility Guidelines 2.1, level AA (available at <http://w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the “Accessibility Warranty”). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, MEMBER may immediately terminate this Agreement, and PROVIDER will refund to MEMBER all amounts prepaid by MEMBER under this Agreement within thirty (30) days following the effective date of termination.

12. AUDIOVISUAL RECORDINGS OF MEMBER PROPERTY

- A. MEMBER grants to PROVIDER and its employees, contractors, agents, licensees and assigns the right to enter, remain on, and occupy [INSERT PROPERTY DESCRIPTION] (the “Property”) at a date and time agreed in advance by MEMBER with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Services and undertaking related activities including making and editing audio and video recordings (including without limitation photographs) on and of the Property.
- B. PROVIDER shall have access and egress from the Property to place all necessary facilities, equipment, and temporary sets and structures on the Property. Upon completion of production activities, the PROVIDER shall remove all its facilities, equipment, and temporary sets and structures from the Property and PROVIDER shall restore the Property, including but not limited to landscaping, buildings, fixtures, or utilities altered by virtue of this Agreement, to its original condition reasonable wear and tear excepted and such restoration shall be to the satisfaction of MEMBER and under its supervision.
- C. MEMBER has not inspected the Property as to any existing defects or hazards and specifically does not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon said Property or as to the suitability or non-suitability of the Property for PROVIDER’s purposes. Any person entering upon Property enters at his or her own risk and impliedly accepts Property in the existing conditions.
- D. Notwithstanding this Agreement, the day-to-day operation, use, and management of the Property remains the responsibility and function of the MEMBER and its staff. The MEMBER reserves the right to make final decisions relating to the use of the Property and its equipment, furnishings, and fixtures.
- E. **Releases from Other Rights Holders.** As between PROVIDER and MEMBER, PROVIDER has the sole responsibility for securing any and all necessary releases, which includes releases for all students, staff, and parents, location agreements, licenses and permits, provided MEMBER will cooperate in good faith and provide assistance as needed. All releases will require the releasing party to hold MEMBER, its officers, officials, employees, and agents harmless in connection with PROVIDER’s activities hereunder. PROVIDER will also obtain specific releases (in a form to be provided by MEMBER) before any non-directory information on a MEMBER student under FERPA (20 U.S.C. §1232g) will be released by MEMBER to PROVIDER. PROVIDER shall provide copies of all releases to MEMBER within a reasonable period of time after securing such releases or prior to completion of the Services.
- F. **Use of Unmanned Aircraft Systems.** If PROVIDER intends to use an unmanned aircraft system (“UAS”) or model aircraft over MEMBER property, PROVIDER must first receive prior approval through MEMBER’s UAS supervising authority and be bound by all requirements as described in the UAS supervising authority approval document.

13. MISCELLANEOUS

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. **Entire Agreement.** This Agreement, together with the exhibits hereto, constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties. The express terms hereof control in the event of a conflict with any other documents constituting part of this Agreement.
- C. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s

reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s Service to MEMBER. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. PROVIDER and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of MEMBER and A&M System, including those applicable to conduct on its premises.

E. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER. Any purported assignment in violation of this Section will be void.

F. **Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

G. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: [Insert MEMBER’s complete legal name]
[Insert MEMBER’s address]
Attention: _____
Phone: _____
Email: _____

PROVIDER: [Insert PROVIDER’s complete legal name]
[Insert PROVIDER’s address]
Attention: _____
Phone: _____
Email: _____

H. **Organization.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER. Upon MEMBER’s request, PROVIDER shall promptly deliver to MEMBER (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

I. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically

incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

- J. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- K. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.
- L. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

14. STATE AGENCY CLAUSES

- A. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System’s Board of Regents, nor any officer of MEMBER or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- B. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- C. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER’s claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER’s sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.
- D. **Executive Order GA-43.** To the extent that PROVIDER is providing goods to MEMBER under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- E. **Executive Order GA-48.** PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of MEMBER or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER for all prepaid costs.
- F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- G. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- H. **HUB Subcontracting Plan.**

- I. **Loss of Funding.**
- i. Performance by MEMBER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, MEMBER will issue written notice to PROVIDER and MEMBER may terminate or cancel this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- J. **Non-Waiver of Privileges and Immunities.** MEMBER is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that MEMBER is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by MEMBER of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of MEMBER.
- K. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.
- L. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- M. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of MEMBER that was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.
- N. **Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- O. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- P. **Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- Q. **Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

- R. **Public Information.** PROVIDER acknowledges that MEMBER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon MEMBER’s written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- S. **Record Retention.** To the extent that Section 552.372, Texas Government Code applies to this Agreement, PROVIDER must (i) preserve all “contracting information”, as defined under Section 552.003(1-a), Texas Government Code, related to this Agreement for the duration of this Agreement as provided by the A&M System’s records retention requirements; (ii) promptly provide to MEMBER any contracting information related to this Agreement that is in the custody or possession of PROVIDER on request of MEMBER; and (iii) on completion of this Agreement, either (a) provide at no cost to MEMBER, all contracting information related to this Agreement that is in the custody or possession of PROVIDER, or (b) preserve the contracting information related to this Agreement for seven (7) years after the conclusion of this Agreement as provided by the A&M System’s records retention requirements. Furthermore, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- T. **State Auditor’s Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- U. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER’s governing officer is located.

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

Texas A&M University-Corpus Christi

[Insert Provider’s complete legal name]

By: _____
 Name: _____
 Title: _____
 Dated: _____

By: _____
 Name: _____
 Title: _____
 Dated: _____

- Exhibit A – Statement of Work
- Exhibit B – Payment Terms
- Exhibit C – Insurance

EXHIBIT A – STATEMENT OF WORK

[NOTE: This Statement of Work should include sufficient detail regarding the services and deliverables and clearly state what will occur, when it will occur and how it will occur.]

SAMPLE

EXHIBIT B – PAYMENT TERMS

MEMBER will compensate PROVIDER as follows:

SAMPLE

EXHIBIT C – INSURANCE

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

A. Worker’s Compensation

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

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

Workers’ compensation policy must include under Item 3.A., on the information page of the workers’ compensation policy, the state in which work is to be performed for MEMBER. 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

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

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

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

D. Excess/Umbrella Liability Insurance \$5,000,000

PROVIDER shall maintain excess/umbrella liability insurance providing coverage in excess of all insurance required under this Agreement. Such coverage shall apply on a follow-form basis, or at a minimum, provide coverage no less broad than the underlying primary policies, including coverage for additional insureds where required. The policy shall be written with limits sufficient to ensure a combined total limit of not less than \$5,000,000 per occurrence and in the aggregate, as applicable, for the underlying policies.

- E. PROVIDER shall deliver to MEMBER the evidence of insurance on a Texas Department of Insurance approved certificate form, Acord form, letter of self-insurance or its equivalent verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services and/or Services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on an approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

- F. Commercial General Liability and Auto Liability policies must be endorsed to name the Board of Regents for and

on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations. Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance upon request.

- G. PROVIDER hereby waives any and all rights of subrogation against the Board of Regents, The Texas A&M University System and its member institutions, universities, and agencies. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies. Vendor's waiver under this Section shall apply regardless of whether Vendor has obtained the required waiver of subrogation endorsement from its insurer.
- H. PROVIDER shall send written notice to Certificate Holder ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required hereunder.
- I. PROVIDER shall pay any deductible or self-insured retention for any loss.
- J. Certificates of insurance and additional insured endorsements as required by this Agreement must be submitted/mailed to the following Certificate Holder and/or MEMBER contact:
- Certificate Holder: Texas A&M University-Corpus Christi
6300 Ocean Drive
Corpus Christi, Texas 78412
- Email Address: contracts@tamucc.edu
- K. The insurance coverage required by this Agreement must be kept in force until all services and/or Services have been fully performed and accepted by MEMBER in writing.
- L. MEMBER reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[End of Exhibit C]

2. PROVIDER shall deliver to MEMBER evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
3. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents (“Board of Regents”), The Texas A&M University System (“A&M System”) and MEMBER as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
4. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and MEMBER.
5. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to MEMBER ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
6. Any deductible or self-insured retention must be declared to and approved by MEMBER prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
7. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to:
8. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by MEMBER in writing.

**SECTION V
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 FAX/SCMILE NO.: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

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

<p>Check below if preference claimed under Rule 1 T.A.C. 113.8</p> <p>() 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders</p> <p>() 2. Agricultural products produced or grown in TX</p> <p>() 3. Agricultural products and services offered by Texas bidders</p> <p>() 4. USA produced supplies, materials or equipment</p> <p>() 5. Products of persons with mental or physical disabilities</p> <p>() 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel</p> <p>() 7. Energy efficient products</p> <p>() 8. Rubberized asphalt paving material</p> <p>() 9. Recycled motor oil and lubricants</p> <p>() 10. Products produced at facilities located on formerly contaminated property</p> <p>() 11. Products and services from economically depressed or blighted areas</p>
<p>NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.</p>

<p style="text-align: center;">SECTION VI PRICING AND DELIVERY SCHEDULE</p>

6.1 Proposal Pricing Summary

- (a) TAMU-CC anticipates awarding a fixed price contract.
- (b) TAMU-CC will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- (c) The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

**SECTION VII
RESPONDENT'S QUESTIONNAIRE**

The Respondent recognizes that in selecting a company/agent, Texas A&M University-Corpus Christi will rely, in part, on the answers provided in response to this Section VII. 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 three (3) 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 VIII
REFERENCES**

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

Company Name _____

Address: _____

City, State, Zip code: _____

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: _____



State of Texas Subcontracting Plan

When is a subcontracting plan required?

A subcontracting plan is required for state of Texas contracts when the contracting agency has determined that subcontracting opportunities are probable with prospective vendors certified by the Texas Comptroller through the Veteran Heroes United in Business (VetHUB) program, for a contract with an expected value of \$100,000 or more. ([Texas Government Code Chapter 2161, Subchapter F](#); [34 Texas Administrative Code Section 20.285](#).)

When a state agency requires a subcontracting plan as part of the contract solicitation, a bid, proposal, offer or other applicable expression of interest must contain a completed plan to be considered responsive.

Who completes a subcontracting plan?

Every responding vendor — whether a prime contractor or self-performing with no subcontractors — must submit a complete subcontracting plan.

A vendor who intends to use subcontractors must demonstrate their good faith effort to recruit certified VetHUBs, whether or not they ultimately award business to them. *A state agency will not use the subcontractors' VetHUB status to select the winning vendor.* All subcontractors must be listed in the subcontracting plan.

A self-performing vendor who will not subcontract any of the work on the contract must indicate that it will complete the contract with its own resources and submit the completed subcontracting plan.

Does a subcontracting plan have to be followed?

The subcontracting plan forms part of the contract. Subcontractors may not be dropped or replaced without amending the subcontracting plan with approval by the agency. A self-performing contractor may not use subcontractors without amending the subcontracting plan.

SUBCONTRACTING PLAN INSTRUCTIONS

The contracting agency must complete this section and include this form in the solicitation.

_____ Solicitation Number	_____ Solicitation Title
_____ Agency Number	_____ Agency Name

AGENCY COORDINATOR FOR COURTESY REVIEWS (OPTIONAL)

_____ Name	
_____ Email Address	_____ Phone Number: (Point of Contact)

SOLICITATION POINT OF CONTACT

_____ Name	
_____ Email Address	_____ Phone Number: (Point of Contact)

The contracting agency must describe the subcontracting goal and provide examples of potential subcontracting opportunities. This information may also be included in the solicitation document.

Texas A&M University - Corpus Christi (TAMU-CC) established Agency Specific VetHUB Goals (FY2026):

- 1% for all building construction, including general contractors and operative builders' contracts
- 1% for all special trade construction contracts
- 1% for professional services contracts
- 1% for all other services contracts
- 1% for commodities contracts

Section 1: Respondent Information

 Respondent (Company) Name

 State of Texas Vendor ID Number

 Point of Contact

 Email Address

 Phone Number

 Is your company a state of Texas Certified VetHUB? Yes No

 Requisition/Solicitation No.

 Bid/Response Due Date (mm/dd/yyyy)

Section 2: Declaration of Self-performing or Subcontracting

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. 34 Texas Administrative Code Section 20.282 defines a "Subcontractor" as an entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. *The term does not include employees of the contractor but includes contracted workers who will work on the contract.*

Will your company fulfill the entire contract with its own resources, including employees, goods and services?

Yes, my company will self-perform the entire contract.
Submit pages 1 and 2 only.

No, my company will subcontract portions of the contract.
Go to Section 4: Respondent's Subcontracting Opportunities

Section 3: Affirmation of Self-performing Contractor

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 subcontracting plan is true and correct. Respondent understands and agrees that, if awarded any portion of the contract:

- The respondent must seek approval from the contracting agency prior to making any modifications to its subcontracting plan, including hiring subcontractors to perform any work under this contract. If the subcontracting plan 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.

**sign
here** ➔

 Signature

 Title

**print
here** ➔

 Printed Name

 Date (mm/dd/yyyy)

Section 4: Respondent’s Subcontracting Opportunities

This section must be completed by all respondents who propose to subcontract portions of the contract work.

List below all opportunities (commodities, services or contractor staffing) you will subcontract. Also, based on the total value of the contract, provide the percentage of the contract you expect to subcontract to certified VetHUBs, and the percentage of the contract you expect to award to other subcontractors.

Search NIGP Code Book at <https://commbook.app.cpa.state.tx.us/>

Item Number	Subcontracting Opportunity Description	NIGP Code	VetHUB-certified subcontracted percentage of total contract	Other subcontracted percentage of total contract
1			%	%
2			%	%
3			%	%
4			%	%
5			%	%
6			%	%
7			%	%
8			%	%
9			%	%
10			%	%
11			%	%
12			%	%
13			%	%
14			%	%
15			%	%
16			%	%
17			%	%
18			%	%
19			%	%
20			%	%
21			%	%
22			%	%
23			%	%
24			%	%
25			%	%



Section 5: Subcontracting Plan – Good Faith Effort

Section 5.1: Subcontracting Opportunity

Submit a copy of Section 5 for each subcontracting opportunity you listed in Section 4. Download additional forms at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

Enter the item number and description of the subcontracting opportunity you listed in Section 4.

Item Number	Subcontracting Opportunity

Section 5.2 Mentor Protégé Program

If respondent is participating as a mentor in a state of Texas Mentor Protégé Program, submitting a protégé (protégé must be a state of Texas certified VetHUB) as a subcontractor to perform the subcontracting opportunity listed in **Section 5.1** constitutes a good faith effort for 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.

No. Go to Section 5.3: Notification of Subcontracting Opportunity.

Yes. Go to Section 5.4: Subcontractor Selection.

Section 5.3 Notification of Subcontracting Opportunity

Demonstrate your good faith effort to notify Texas certified VetHUBs by communicating each subcontracting opportunity you listed in Section 4.

Search the [VetHUB Directory](#) by business category or NIGP code to identify appropriate VetHUBs that work in the area where you are seeking subcontractors. Certified VetHUBs can be sourced using the VetHUB-only search and will be marked with the Active Bidder (A-Approved) VetHUB status.

Send either the [Subcontracting Opportunity Notification template](#) or an email notice that includes at minimum:

- Scope of work
- Location to review plans and specifications (if applicable)
- Bonding and insurance requirements
- Required qualifications
- Name of state agency
- State agency's point of contact
- State agency point of contact's phone number
- Requisition/solicitation number
- Prime contractor's contact name
- Prime contractor's contact email
- Prime contractor's contact phone number
- Date response required; allow at least seven business days for response excluding weekends and state holidays.

Save copies of emails sent to VetHUBs and the responses received and attach to your subcontracting plan to document the good faith effort. A contract shall not be awarded to a prime contractor whose subcontracting plan good faith effort does not contain accurate supporting documentation.

List two VetHUBs you notified of the subcontracting opportunity listed in Section 5.3. Include the company's Texas Vendor Identification (VID) Number, the date of the notice and indicate whether the HUB responded.

Company Name	Texas VID (Do not enter Social Security Nos.)	Date Notice Sent (mm/dd/yyyy)	VetHUB Response
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 5.4 Subcontractor Selection

A copy of Section 5 must be completed for each subcontracting opportunity you listed in Section 4. Download additional forms at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

Company Name	Certified VetHUB	Texas VID or Federal EIN (Do not enter Social Security Nos.)	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		\$	%

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the [Comptroller's website](#).
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.

**sign
here** ➤

Signature

Title

**print
here** ➤

Printed Name

Date (mm/dd/yyyy)



Subcontracting Opportunity Notification Form

If your business is interested in bidding on the subcontracting opportunity identified in Section C, please reply by the date listed.

Section A: Prime Contractor's Information

Company Name _____

Point of Contact _____

Email Address _____

Phone Number _____

Section B: Contracting State Agency Information

Agency Name _____

Solicitation No. _____

Section C: Due Date and Description

Subcontracting Opportunity _____

Time and Date Response Due (minimum seven business days):

Time _____ a.m. p.m. on Date (mm/dd/yyyy) _____

Subcontracting Opportunity Scope of Work:

Not Applicable

Required Qualifications:

Not Applicable

Bonding and insurance requirements:

Not Applicable

Other contract requirements:

Not Applicable

Location to review plans/specifications:

Not Applicable