



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL
RFP Number: RFP01 OGC-17-003

AFFIRMATIVE ACTION PLANS

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time (CT) on October 28, 2016

MAIL, HAND DELIVER, OR EXPRESS MAIL PROPOSAL TO:

Attention: Jeff Zimmermann
The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, Suite 366
College Station, TX 77840

**Show RFP Number, Opening Date and Time on Response
Envelope**

NOTE: PROPOSAL must be time stamped at **The Texas A&M University System Office of HUB & Procurement Programs** before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

REFER INQUIRIES TO:
Jeff Zimmermann, Director
The Texas A&M University System
Office of HUB & Procurement Programs
Email: jzimmermann@tamus.edu

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 2.7 for more regarding public information.

Table of Contents

SECTION 1.	INTRODUCTION	3
	1.1 Introduction.....	3
	1.2 Background.....	3
	1.3 Scope of Services.....	3
	1.4 Proposer Requirements.....	3
	1.5 Priorities/Expectations.....	4
	1.6 Performance Period.....	4
SECTION 2.	GENERAL INFORMATION	5
	2.1 Calendar of Events.....	5
	2.2 Submittal Instructions.....	6
	2.3 Proposal Components.....	6
	2.4 Inquiries and Interpretations.....	6
	2.5 Definitions.....	7
	2.6 Selection Process.....	7
	2.7 Public Information Act.....	8
	2.8 HUB Subcontracting Plan.....	8
SECTION 3.	SCOPE AND PROPOSAL REQUIREMENTS	9
	3.1 Respondent’s General Responsibilities.....	9
	3.2 Scope of Work.....	9
	3.3 Provider Guarantees.....	11
	3.4 Plan Completion.....	12
	3.5 Initial Data File.....	12
	3.6 Travel.....	12
	3.7 Technical Proposal.....	12
	3.8 Cost Proposal.....	12
	3.9 References.....	13
SECTION 4.	GENERAL TERMS AND CONDITIONS	14
EXHIBIT A – EXECUTION OF OFFER		20
EXHIBIT B – NON-COLLUSION AFFIDAVIT		22

SECTION 1 INTRODUCTION

1.1 Introduction

The Texas A&M University System (“A&M System”) is requesting proposals from firms to provide consulting services for the development of Affirmative Action Plans (AAPs) for members of the A&M System which decide to utilize these services.

By submitting responses, each RESPONDENT (also referred to herein as “Provider”) certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each RESPONDENT also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the RESPONDENT.

1.2 Background

The Texas A&M University System is one of the largest systems of higher education in the nation, with a statewide network of 11 universities, seven state agencies and a comprehensive health science center. More information about the A&M System can be found at <http://www.tamus.edu/about/>.

Each A&M System member maintains its own applicant tracking system, and most are using a version of PeopleAdmin. All A&M System members’ employee and employment transaction data is on a legacy mainframe system that is standardized for all A&M System members. Respondents should be aware that the A&M System is currently implementing a new Human Capital Management (HCM) system with Workday, Inc. that is scheduled to launch December 2017. The new HCM system will incorporate employee data and employment transactions for all A&M System members, and recruiting and applicant tracking activities for participating A&M System members.

Currently, A&M System members produce a calendar year AAP, with transaction data covering January 1 through December 31. There may be a need to extract data from two systems to produce the AAP for calendar year 2018.

1.3 Scope of Services

The intent of this RFP is establish a Master Agreement with the awarded RESPONDENT to provide services for the development of Affirmative Action Plans (AAPs) per the scope of work defined in Section 3 for the universities and agencies (Member(s)) of the A&M System. Each Member may choose to utilize these services and would issue a purchase order referencing the terms of the Master Agreement.

1.4 Proposer Requirements

1.4.1 The successful proposer shall be responsible for carrying out the Scope of Services outlined in Section 1.3 above.

1.4.2 No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of the A&M System.

The proposer shall be fully responsible for all work performed under any agreement resulting from this RFP. The proposer shall describe in its proposal who will be, if any, subcontractor(s) for the contract. No subcontract, which the proposer enters into, with respect to performance of the scope of services identified in this RFP, shall in any way relieve the proposer of any responsibility for the performance of its duties under the terms of any resultant agreement.

1.5 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of the A&M System establishing a contractual relationship with any RESPONDENT:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all A&M System customers in a timely, cost effective manner. The A&M System is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.
- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by the A&M System. RESPONDENT shall provide information describing the RESPONDENT'S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within the Texas A&M University System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required solution in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research System.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required solution.

1.6 Performance Period

Should the A&M System, in its sole discretion, enter into a Master Agreement with the successful RESPONDENT as a result of this RFP, the initial agreement shall be effective upon execution for a period of five (5) years. The agreement may be extended for one additional five (5) year term, providing all parties mutually agree in writing on the extension for any services proposed. Any extension shall be at the same terms and conditions plus any approved changes to be determined by the A&M System and negotiated in writing with the successful RESPONDENT.

SECTION 2 GENERAL INFORMATION

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

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

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

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

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of RESPONDENT's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the offer requirements. Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to the A&M System. All supporting documentation and manuals submitted with this submittal will become the property of the A&M System unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by the A&M System.

All technical questions concerning this RFP are to be directed to Jeff Zimmermann, Director, Procurement and Business Services, in writing, at zimmermann@tamus.edu. RESPONDENT may not contact other individuals at the A&M System to discuss any aspect of this RFP, unless expressly authorized by the Procurement Office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP, should be presented in writing. **Deadline for submission of questions is by 5:00 P.M. October 20, 2016.** The A&M System will publish all questions with responses according to the schedule in Section 2.1 below.

2.1 Calendar of Events

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	October 13, 2016
Release of Addendum 1 (if applicable)	October 18, 2016
Deadline to Submit Questions	October 20, 2016
Release of Addendum 2 (if applicable)	October 21, 2016
RFP Responses Due	October 28, 2016 by 2:00 PM CT
Anticipated Award Date	November 30, 2016

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

2.2 Submittal Instructions

All submittals must be received by the A&M System, no later than **2:00 p.m. CT, October 28, 2016** in a sealed envelope or box marked **“RFP01 OGC-17-003”**.

Submittals are to be submitted to:

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL SUBMITTAL TO:
The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, 3rd Floor, Suite 366
College Station, TX 77840
Attn: Jeff Zimmermann**

Late submittals will not be considered under any circumstances. Late submittals properly identified will be returned to RESPONDENT unopened.

Telephone and/or facsimile (Fax) submittals are not acceptable under any circumstances.

2.3 Proposal Components

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

- 2.3.1 **Signed** Execution of Offer (Exhibit A)
- 2.3.2 **Signed and notarized** Non-Collusion Affidavit (Exhibit B)
- 2.3.3 Proposal Requirements (Section 3)
- 2.3.4 HUB Subcontracting Plan (only if applicable, refer to Section 2.8)

RESPONDENT shall provide one (1) original copy, one (1) additional hard copy, and two (2) electronic copies of the complete RFP response as specified above. Note: The electronic copy shall be combined in a single file.

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response.

NOTE: The original signature on the ONE (1) original hard copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm under a contract.

Submittal response package (envelope/box/carton) must indicate on the lower left-hand corner the RESPONDENT's company name and address, and the RFP number and opening date.

Hard copy submittals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT's service, approach and ability to meet the A&M System needs as stated in this RFP. Schedules and Exhibits must be clearly identify and defined.

2.4 Inquiries and Interpretations

Responses to all inquiries which directly affect an interpretation or change to this RFP will be issued in writing by amendment/addendum and posted to the Electronic State Business Daily (ESBD) website. The

amendment/addendum will include a list of all questions submitted by all firms, with responses, and will be available to all firms. All such amendments/addendums shall be considered part of the RFP, and the Respondent shall be required to consider such in its response. Only those inquiries replied to by formal written amendment/addendum shall be binding. Oral and other interpretations or clarification will be without legal effect. It is the responsibility of interested Respondents to regularly check the ESDB for any possible amendment/addendum to this RFP.

In the event an amendment/addendum is posted to the ESDB, Respondents shall acknowledge receipt of such amendment/addendum in the Addenda Acknowledgment section of the Execution of Offer.

2.5 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

The A&M System shall mean The Texas A&M University System.

Respondent/Proposer shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Provider (Firm/Company/Agent) shall mean the individual, partnership, corporation, or other entity awarded an agreement for services provided under this RFP in accordance with the terms, conditions, and requirements herein.

2.6 Selection Process

The A&M System will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the related services; and if other considerations are equal, give preference to a RESPONDENT whose principal place of business is in the state or who will manage the contract wholly from an office in the state.

The RESPONDENT selected will be the one whose experience and qualifications, as presented in response to this RFP, establish them, in the opinion of the A&M System, as well qualified and offering the greatest benefits, experience and value to the A&M System. The A&M System may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the A&M System determine in its sole discretion that only one RESPONDENT is fully qualified, or that one RESPONDENT is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that RESPONDENT. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.

Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the A&M System during the evaluation process.

The selection of the successful proposal may be made by the A&M System on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by the A&M System on the basis of negotiation with any of the RESPONDENTS. The A&M System shall not disclose any information derived from the proposals submitted by competing RESPONDENTS in conducting such discussions.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, the A&M System alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

The A&M System may perform reference checks and seek further information, as needed, from all Respondents whose proposals the A&M System, at its discretion, considers viable, based on the initial evaluation and scoring. The Proposer's response to this requirement officially authorizes the A&M System to contact these organizations

to discuss the services and other considerations which the Proposer has provided to such organizations and authorizes the organizations to provide such information to the A&M System and Proposer shall and hereby does release and hold harmless the A&M System, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

The A&M System reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive RESPONDENT.

2.7 Public Information Act

- (a) RESPONDENT acknowledges that the A&M System 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 RFP, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon a the A&M System written request, RESPONDENT will provide specified public information exchanged or created under this RFP that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to the A&M System in a non-proprietary format acceptable to the A&M System. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which the A&M System has a right of access.
- (c) RESPONDENT acknowledges that the A&M System 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*.

2.8 HUB Subcontracting Plan

It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

Based on the scope of this RFP, RESPONDENTs must determine if they can perform the entire scope with their own resources or if it will be necessary to subcontract any portion of the scope. Subcontracting opportunities are defined as those opportunities contracted with a Respondent to provide services, supply commodities, or contribute toward completing work for a governmental entity.

Subcontracting opportunities are NOT anticipated for this RFP and therefore a HUB Subcontracting Plan (HSP) is NOT required.

However, if a subcontractor will be used to provide any commodity or service as part of this scope, the Respondent WILL BE required to make a good faith effort and complete the state of Texas HSP. Complete the HSP as found at <http://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/> and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the respondent will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the respondent will be expected to make a good faith effort according to the HSP instructions and provide supporting documentation.

For information regarding the HUB Subcontracting Plan requirements, please contact Jeff Zimmermann from the A&M System’s HUB Program at (979) 458-6410 or jjzimmermann@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Zimmermann.

Failure to submit a comprehensive, acceptable HUB subcontracting plan (**only** if subcontractors will be used by respondents for these services) will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the response.

SECTION 3 SCOPE & PROPOSAL REQUIREMENTS

3.1 Respondent's General Responsibilities

The Respondent selected by the A&M System shall assume responsibility for all services offered in its proposal, and shall be the sole point of contact on contractual matters, including payment of any and all fees under the terms of the Agreement resulting from this RFP. The A&M System will establish a method by which to review or audit Respondent's performance to determine sufficiency of performance and compliance with the requirements of the Agreement. The Respondent selected by the A&M System shall be totally responsible for management of the services provided under the Agreement resulting from this RFP (if any).

3.2 Scope of Work

The scope of work shall include the following:

- 3.2.1 Conference calls, email, fax and letters of transmittal with each contracting A&M System member to establish the framework of their AAPs
- a. Executive level calls to discuss plan structure and key contacts
 - b. Calls with key stakeholders, human resources professionals, information technology and human resource information systems contacts
 - c. Annual webinar to advise of new regulations or other updates affecting the scope and content of AAPs
 - d. Discussion with human resource offices and/or key personnel to
 - i. Discuss importance of complete and accurate data
 - ii. Discuss the importance of data reconciliation between applicants and hires files; i.e., "who is an applicant?"
 - iii. Discuss who should be captured as promotions
 - iv. Discuss voluntary vs. involuntary terminations
 - v. Discuss the variation and pros and cons of equal employment opportunity (EEO) job groups
 - vi. Discuss referral sources and tracking of applicants who are protected veterans and/or individuals with disabilities
 - vii. Provide information on recent Office of Federal Contract Compliance Programs (OFCCP) audits and potential impact on development of AAPs
 - e. Summary, pre-plan review of data files
 - f. Miscellaneous EEO/AA related calls and e-mails
- 3.2.2 Data Collection and Preparation
- a. Collection
 - i. Initial request for AAP data (as determined by the A&M System member)
 - ii. Vendor will provide to each A&M System member an MS Word template with required narrative content to be customized by the A&M System member for their responsible individuals and action-oriented programs
 - iii. Vendor will provide to each A&M System member the MS Excel template files for preparing and transmitting data
 - iv. Employees (Snap-shot data as of December 31st of each year)

- v. Applicants, hires, promotions and terminations
 - vi. Direct communication with human resource or other appropriate offices
 - 1. Additional email, conference calls to clarify data needs
 - 2. Reminders and follow-up communications to solicit/refine data
 - vii. Data preparation status updates provided to A&M System member contact
 - b. First data checks by vendor
 - i. Ensure the data contains all of the required fields.
 - ii. Assign/Check Job Groups - All job codes must be assigned to a single job group and EEO Category.
 - iii. Filter the entire the data file to identify and correct blank records and incorrect data in each column.
 - iv. Ensure that job title names are spelled correctly and consistently throughout the document.
 - v. Ensure there are no duplicate entries in any of the files. Note: Applicants can be listed more than once if they applied for more than one job.
 - vi. Ensure that the employee file contains a list of employees based on the employee snapshot date, and that the other files (hires, promotions and terminations) contain data for transactions that fall within the transaction date range. Date ranges are typically 12 months for transactions within an AAP, except for six-month updates and other analyses using shorter time frames. The only exception to the date range rule is applicants. All applicants associated with hires in the chosen date range should be used.
 - vii. Ensure employees terminated before the employee snapshot date are not included in the employee data unless they were re-hired and are a current employee as of the snapshot date.
 - viii. Ensure all new hire records are in the applicant file. A hired candidate's sex and race/ethnicity will be reconciled against the applicant file's sex and race/ethnicity designation.
 - ix. Review EEO Categories.
 - x. Review Census Codes.
 - xi. Review job groups.
 - xii. Assign jobs to EEO categories, job groups and census codes as needed.
 - xiii. Provide a comprehensive list of observed data concerns for verification and/or data revisions.
 - xiv. Provide suggestions to address observed data concerns (e.g., job groups that contain more than one EEO code duplicate records).
 - c. Second data checks by vendor
 - i. Repeat steps outlined in Item "b" above, as necessary.
 - ii. Verify suggested changes have been completed.
 - iii. Provide suggestions to address observed data concerns.
 - d. Repeat data checks until data is clean and ready for analysis, repeat as needed.
 - e. Provide workforce analysis with employee headcount by Job Title/Group/EEO Category.
 - f. Each A&M System member must approve final data file prior to conducting analyses.
- 3.2.3 Ensure all reports and analyses are in compliance with Executive Order 11246, 41 CFR § 60-2, as amended, and Office of Federal Contract Compliance Programs regulations
- a. Job Group Analysis

- b. Organization Profile – Departmental analysis using workforce analysis
 - c. Availability Analysis:
 - i. External Availability Analysis
 1. Customized labor areas
 2. Census Code weighting by job title
 - a. ZIP-code analyses to identify local labor area
 - b. CIP-code analyses if elected by A&M System member for availability of faculty jobs that will be obtained from the National Opinion Research Center data (identify any separate fees)
 - c. Additional availability data that may be identified and provided by an A&M System member.
 - ii. Internal Availability Analysis
 1. Customized by job title and movement from Job Group
 - d. Compare Incumbency to Availability
 - e. Placement Goals
 - f. Goals Progress Report (where previous goals exist)
 - g. Adverse Impact Analysis - Statistical analyses of overall selection processes by movement between Job Groups (most current 12 months of data) using 2 Standard Deviations, Chi Square, and Fisher's Exact
 - i. Applicants vs. Hires
 - ii. Promotions vs. Available to be Promoted
 - iii. Terminations vs. Available to be Terminated
 - h. Analysis of Compensation Data – Compare average salary of men/women and White/Minority by Job Title.
 - i. Mirror current OFCCP desk audit practices. Provider will also include an element of tenure/seniority based on data provided in the AAP employee file.
 - ii. Provide recommendation for additional analyses (e.g., Fisher's Exact, Cohort)
 - iii. Do not include expected pay.
 - i. Narratives for:
 - i. Women/Minorities
 - ii. Section 503 of the Rehabilitation Act
 - iii. The Vietnam ERA Veterans Readjustment Assistance Act (VEVRAA) as amended
- 3.2.4 Wrap-up Conference Call with each A&M System member
- 3.2.5 Executive Summary and Trend Analysis
- 3.2.6 Comprehensive Pre-submittal Audit Support (identify any separate fees)

3.3 Provider Guarantees

Unless otherwise stipulated within this Agreement:

- If the OFCCP has a technical issue with any of the statistical methods within the Plan(s), Provider will correct the issue at its expense.

- If the OFCCP requires modifications or revisions to any portion(s) of the completed Plan, Provider will re-run the at-issue portion(s) at its expense (if said revisions are required per 41 C.F.R. Section 60-1, 60-2).

This guarantee is for Affirmative Action Plan development only and does not include providing services to defend any A&M System member against lawsuits. Should the A&M System member elect a reporting process that specifically opposes the recommendations of Provider, Provider will not guarantee compliance based on the results and will not be held accountable in the event of an audit or other review process by the OFCCP or other governing body.

3.4 **Plan Completion**

Upon finalization of the import data file and plan elements (finalization being defined as mutual agreement between the A&M System member and Provider that data file and plan requirements are complete and ready to use in the creation of AAP reports), Provider will begin generating reports. Should A&M System members seek to change any plan-related components used for report generation once the report generation has begun, Provider may impose additional fees. Fees will not be charged without the A&M System member's prior knowledge and approval.

3.5 **Initial Data File**

A&M System members will deliver their initial data file on a mutually established calendar date.

3.6 **Travel**

We do not anticipate the need for the Provider to travel to member locations to perform the scope of work.

3.7 **Technical Proposal**

Proposer must address each of the following items within their proposal response:

- 3.3.1 Provide a brief description of your firm, its history, and general experience.
- 3.3.2 List previous similar experience within the State of Texas, with particular emphasis on Texas systems and university issues. Indicate in what capacity your firm served.
- 3.3.3 Name the individuals and provide resumes for those individuals who would be assigned to act as Provider(s) to the A&M System. Please indicate the role the individuals assumed in Provider relationships. Indicate their particular expertise and how it would benefit the A&M System.
- 3.3.4 Provide any other information about the firm that you feel is relevant to the consideration of your firm being chosen as Provider.

3.8 **Cost Proposal**

- 3.5.1 Provider agrees to provide the aforementioned goods and services for a sum per Member. The amount may vary depending on the number of employees per each Member (e.g., 0-5000, 5001-10,000, over 10,000). Provide a cost proposal per these requirements with suggested employee ranges.
- 3.5.2 Specify an additional fee for use of National Opinion Research Center data, if requested.
- 3.5.3 **Audit Rush Fees**
 - Member data delivered to Provider subsequent to the Member's receipt of an OFCCP Desk Audit notification may incur additional rush fees. Specify the amount of rush fees per plan.

- Six Month Reporting - When an AAP is six months into the current AAP cycle and updated analyses are required per OFCCP auditing procedures, specify the amount to be charged to re-run the statistical analyses.

3.5.4 Maintenance – Provide an hourly rate to be used for work outside the scope defined in Section 3.2 or work after the termination date of this Agreement.

3.9 References

RESPONDENT must furnish at least three (3) references with preference of at least two being from an institution of higher education with a similar engagement opportunity. Each reference shall contain at least the following:

- Company/Agency name & address:
- Contact Person Name & Title:
- Contact phone number:
- Contact email:
- Summary of services provided

SECTION 4 GENERAL TERMS AND CONDITIONS

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

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

The RESPONDENT must include a formal copy of any RESPONDENT terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the A&M System Office of General Counsel are essential prior to the award of the contract. In the event the RESPONDENT does not supply terms and conditions with their submittal, the A&M System terms and conditions will govern this transaction.

- 4.2 **GOVERNING LAW:** RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- 4.3 **NON-DISCRIMINATION:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, sexual orientation, gender identity, or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTS certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- 4.4 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a state of qualification, the RESPONDENTS certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- 4.5 **DEBARMENT STATUS:** By submitting a statement of qualification, RESPONDENTS certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
- 4.6 **INDEMNIFICATION AND HOLD HARMLESS:** The RESPONDENT shall defend, indemnify and hold harmless the A&M System, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under the contract. The RESPONDENT agrees to protect the State from claims involving infringement of patents or copyrights.
- 4.7 **RESPONDENT LIABILITY:** The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other the A&M System property caused by the negligence of the RESPONDENT's employees.
- 4.8 **EARLY TERMINATION:** The A&M System shall have the right to terminate the contract with the RESPONDENT without penalty after a (30) days written notice of termination to the RESPONDENT under the following circumstances:

1. **Default of RESPONDENT**

It shall be considered a default whenever the RESPONDENT shall:

- (a) Disregard or violate material provisions of the contract documents or the A&M System instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
- (b) Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of the A&M System

Termination of the contract services is construed by the A&M System to be in its best interest for serving the community and its students, faculty, and staff.

Note: Any contract cancellation notice shall not relieve the RESPONDENT of the obligation to deliver and/or perform prior to the effective date of cancellation.

- 4.9 RESPONDENT PAYMENT/BILLING TERMS: Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the applicable department within the A&M System.
- 4.10 CIVIL RIGHTS REQUIREMENTS: All RESPONDENTS must comply with applicable civil rights laws.
- 4.11 NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **APPENDIX B** must be executed as a part of the RESPONDENT's submittal.
- 4.12 ENTIRE AGREEMENT: A contract agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the contract agreement. Any amendment or modification to the contract agreement must be in writing and signed by the parties hereto.
- 4.13 SEVERABILITY: It is understood and agreed that if any part, term, or provision of the contract agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract agreement did not contain the particular part, term, or provision held to be invalid.
- 4.14 MODIFICATION OF SERVICE: The A&M System reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by the A&M System.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.

- 4.15 PUBLICITY: RESPONDENTS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from the A&M System.

Information provided to RESPONDENT by the A&M System, including but not limited to information from the members, officers, agents, or employees of The Texas A&M University System or any of its members, and information provided to RESPONDENT by members of the public or any other third party shall belong to the A&M System.

- 4.16 INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with the A&M System will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the A&M System or incur any obligation on the part of the A&M System without written authority of the A&M System. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the A&M System relative to conduct on its premises.
- 4.17 CONFIDENTIALITY: In accordance with the Texas Public Information Act, Submittals could be subject to

public review after the contracts have been executed. RESPONDENTS responding to this RFP are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and the A&M System accepts, in writing, the information as proprietary.

Information created, derived, or otherwise independently produced by RESPONDENT outside any resultant agreement under this RFP shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which RESPONDENT believes is confidential under Texas law will be clearly designated as such by RESPONDENT. In the event the A&M System receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, the A&M System will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

4.18 **OWNERSHIP OF DOCUMENTS:** Upon completion or termination of any contract agreement, or after payment by any Member, all documents prepared by the RESPONDENT for the benefit of the A&M System or its Members shall become the property of the A&M System or the respective Member. At the A&M System’s option, such documents will be delivered to the A&M System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the RESPONDENT.

4.19 **SUBCONTRACTING:** No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of the A&M System. Upon written request, the RESPONDENT shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.

The RESPONDENT shall be fully responsible for all work performed under any contract resulting from this RFP. The RESPONDENT shall describe who will be, if any, subcontractor(s) for the contract. No subcontract, which the RESPONDENT entered into with respect to performance under this contract, shall in any way relieve the RESPONDENT of any responsibility for the performance of its duties under the terms of this contract. The RESPONDENT shall notify the agency in writing of any changes in subcontracting.

4.20 **INSURANCE:** The RESPONDENT shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to the A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to RESPONDENT under this Agreement. RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. RESPONDENT 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 the A&M System at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

1. **Worker’s Compensation**

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$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 the A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

2. **Commercial General Liability**

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

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

Additional Endorsements

The Commercial General Liability Policy shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

3. RESPONDENT will deliver to the A&M System:

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

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

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

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

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following the A&M System contact:

The Texas A&M University System
301 Tarrow Street, Suite 361
College Station, TX 77840
Attn: Jeff Zimmermann

Facsimile Number: 979-458-6101
Email Address: zimmermann@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by the A&M System in writing.

- 4.21 **DISPUTE RESOLUTION:** The resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the A&M System and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and Chief Financial Officer for the A&M System, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.
- 4.22 **VENUE:** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against the A&M System shall be in the county in which the primary office of the chief executive officer of the A&M System is located. At the time of this RFP, such county is Brazos County, Texas.
- 4.23 **STATE AUDITOR'S OFFICE:** RESPONDENT 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*. RESPONDENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. RESPONDENT will include this provision in all contracts with permitted subcontractors.
- 4.24 RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of the A&M System.
- 4.25 RESPONDENT hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- 4.26 **WARRANTIES:** In addition to all warranties established by law, RESPONDENT hereby warrants and agrees that:

All goods and services covered by the agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by the A&M System, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. The A&M System shall have the right of inspection and approval, and may, at RESPONDENT's expense, reject and return nonconforming goods or require re-performance of services which are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by the A&M System's failure to notify RESPONDENT upon receipt of goods or completion of services, or by payment of invoice.

All goods and/or services provided under the agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations effect or proposed as of the date of the agreement.

All goods delivered pursuant to the agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the agreement.

- 4.27 **ACCEPTANCE OF SERVICES:** All services performed under this agreement shall be to the satisfaction of each System member and in accordance with the specifications, terms, and conditions of the agreement. The A&M System reserves the right to review the services performed and to determine the quality and acceptability of such

services.

- 4.28 SALES AND USE TAX: The A&M System, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The RESPONDENT may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

- 4.29 NON-WAIVER OF DEFAULTS: Any failure of the Agencies at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the Agencies at any time to avail itself of same.

EXHIBIT A
EXECUTION OF OFFER

RFP01 OGC-17-003
DATE:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's proposal. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted proposal or any agreements or other contractual arrangements, which may result from the submission of respondent's proposal. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "N/A" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the RESPONDENT hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at the A&M System' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the RESPONDENT under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of the A&M System;
- (v) RESPONDENT has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) RESPONDENT complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the RESPONDENT's disqualification;
- (xi) under Section 231.006, Family Code, the RESPONDENT or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.006, Government Code, the RESPONDENT certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT should give Payee Identification Number (PIN) (Formally RESPONDENT ID), full firm name and address of RESPONDENT (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

RESPONDENT/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFP, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of the A&M System or any employee thereof, or any person, firm or corporation under contract with the A&M System whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said the A&M System, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or the A&M System.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this
_____ day of _____, 2015.

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

_____. My commission expires: _____

THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.