



**THE TEXAS A&M UNIVERSITY SYSTEM
OFFICE OF HUB & PROCUREMENT PROGRAMS**

**REQUEST FOR PROPOSAL
MERCHANT CARD SERVICES**

RFP NUMBER: RFP01 TRSY-15-002

**PROPOSAL MUST BE RECEIVED PRIOR TO:
2:00 P.M. Central time on November 25, 2014**

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

**The Texas A&M University System
HUB & Procurement Programs
301 Tarrow 3rd Floor, Suite 366
College Station, TX 77840
Attn: Patty Allison, Project Coordinator**

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **The Texas A&M University System** Office of HUB 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:

**Patty Allison, Project Coordinator
The Texas A&M University System
HUB & Procurement Programs
301 Tarrow 3rd Floor
College Station, TX 77840**

Email: pallison@tamus.edu

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SECTION 1 - INTRODUCTION

1.1 Scope

The Texas A&M University System (TAMUS) is seeking proposals from interested respondents to provide merchant card services for transactions in accordance with the requirements of this RFP. It is the intent of TAMUS to effectively establish an agreement with a qualified company for the requirements listed. Upon award, successful RESPONDENT shall provide all software, training, documentation, and merchant card services as specified and listed in this proposal.

By submitting responses, each RESPONDENT 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

TAMUS is one of the largest systems of higher education in the nation, with a statewide network of eleven universities, seven state agencies, two service units, and a comprehensive health science center.

TAMUS members educate more than 131,000 students and reach another 22 million people through service each year. With more than 28,000 faculty and staff, TAMUS has a physical presence in 250 of the state's 254 counties and a programmatic presence in every one. In 2012, externally funded research expenditures exceeded \$820 million to help drive the state's economy.

Each of the 21 members of TAMUS has its own mission, history and goals. The oldest institution and founding member of TAMUS is Texas A&M University, established in 1876. Many of the member universities and agencies joined TAMUS decades after being established. Together, they strive to provide educational programs, outreach and community enhancement services as well as research that will improve the lives of people in Texas and beyond.

1.3 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of TAMUS 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 TAMUS customers in a timely, cost effective manner. TAMUS 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 service as determined by TAMUS.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required services 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 services. At a minimum, the RESPONDENT shall provide the two most current audited financial statements.

1.4 Performance Period

Should TAMUS, in its sole discretion, enter into an agreement with the successful RESPONDENT as a result of this RFP, the agreement shall be effective upon execution of an agreement by TAMUS for a five year period with firm pricing. The agreement may be extended for five (5) additional years, providing all parties mutually agree on the extension. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful respondent.

SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

TAMUS is soliciting submittals from qualified firms, hereafter referred to as RESPONDENT(s) and/or RESPONDENT(s), who can provide Payment Card Processing Services to TAMUS.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of TAMUS.

This RFP outlines requirements as specified in the Sections 3 and 4. Submittals are to be in accordance with the outline and specifications contained herein, 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.

The RESPONDENT selected shall have an excellent track record for providing these services relative to the size and scope of TAMUS and shall agree to provide these services to TAMUS with a top priority commitment. 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 TAMUS. All supporting documentation and manuals submitted with this submittal will become the property of TAMUS unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by TAMUS.

All technical questions concerning this RFP are to be directed to Patty Allison, Project Coordinator, HUB & Procurement Programs, in writing, at pallison@tamus.edu. RESPONDENT may not contact other individuals at TAMUS 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 and attachment, should be presented in writing. **Deadline for submission of questions is by 4:00 P.M. Thursday, November 13, 2014.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

2.1 Calendar of Events *

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	November 7, 2014
Deadline to Submit Questions	November 13, 2014 by 4:00 PM

Release of Response to Questions	November 18, 2014
Responses Due	November 25, 2014 by 2:00 PM
Evaluation of Submittals	TBD
Selection of Respondent	TBD

- * TAMUS 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 TAMUS and/or in the event TAMUS requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

2.2 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined TAMUS requirements outlined in Sections 3 and 4, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the RESPONDENT has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions and Delivery of Submittals

All submittals must be received by TAMUS, no later than **2:00 p.m. Central Time, November 25, 2014**, in a sealed envelope or box marked "**RFP01 TRSY-15-002.**"

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: Patty Allison**

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

2.4 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.

- ✓ Signed Execution of Offer (Appendix A)
- ✓ Non-Collusion Affidavit (Appendix B)
- ✓ HUB Subcontracting Plan (Only If Applicable, See Section 2.7)
- ✓ Merchant Card Services– Sections 3 and 4, all requested information and requirements
- ✓ Proposal Pricing – Section 5

RESPONDENT shall provide one (1) original copy, and two (2) electronic copy 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) 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.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc. 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.

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 TAMUS' needs as stated in this RFP. Schedules and Exhibits must be clearly identify and defined.

2.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by TAMUS as having attended the pre-proposal conference. All such addenda issued by TAMUS prior to the time that proposals are received shall be considered part of the RFP, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal.

Only those TAMUS replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 Selection Process

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the 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 TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS 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 TAMUS 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 awarded to that RESPONDENT. The award document 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 TAMUS during the evaluation process.

The selection of the successful proposal may be made by TAMUS 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 TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS 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, TAMUS 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.

TAMUS reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

TAMUS 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.

TAMUS reserves the right to select the most qualified RESPONDENTS to present their qualifications during an interview. TAMUS will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, evaluations or demonstrations that may be made.

2.7 The Texas A&M University System HUB Policy and HUB Subcontracting Requirements

It is the policy of TAMUS 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 TAMUS contracting and purchasing.

2.7.1 HUB Subcontracting Plan (Required if Subcontractors will be used during Services)

Subcontracting opportunities are not anticipated for this RFP; therefore a HUB Subcontracting Plan (HSP) is NOT required. In the event that the RESPONDENT determines a subcontractor(s) will be used, the RESPONDENT WILL BE required to make a good faith effort and complete the State of Texas HUB Subcontracting Plan attached as a bid package with this RFP.

FAILURE TO SUBMIT A COMPREHENSIVE, ACCEPTABLE HUB SUBCONTRACTING PLAN (only if subcontractors will be used by RESPONDENTS these services) WILL BE CONSIDERED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE RFP AND WILL RESULT IN REJECTION OF THE RESPONSE.

Please contact TAMUS's HUB Program Director, Jeff Zimmermann, at zimmermann@tamus.edu for assistance with completion of requirements as stated.

SECTION 3 – MERCHANT CARD SERVICES

3.1 Introduction to Merchant Accounts

TAMUS currently has 334 merchant accounts allocated among 21 universities and agencies. Merchant accounts are grouped by university/agency for reporting purposes. Although the overall relationship with the processor is managed by The Office of the Chief Investment Officer and Treasurer (Treasury Services), each university/agency manages its own merchant accounts. Each university/agency has its own bank accounts for ACH settlement and fees. Treasury Services coordinates annual PCI DSS compliance certification with each university/agency responsible for completing its assessments and scans.

3.2 Desired Results

The primary objective for Merchant Card Services is to increase efficiency through timely processing of transactions resulting in cost reductions to the State. As part of this program, TAMUS also intends to increase the reporting of business conducted with small and Texas Certified Historically Underutilized Businesses (HUB).

3.3 Merchant Card Services

The Texas A&M University System is accepting proposals for merchant card services. The requirements of service are as follows:

3.3.1 Electronic authorization and data capture of all bank card transactions. Specify whether the transaction information is captured at the terminal and transmitted at the end of the day, or captured at the transaction network service. In addition, specify how and when batches are closed including both “manual” and “force” options. Batch processing must include the ability to close batches daily using batch settlement or host initiated settlement. Specify the maximum number of transactions per batch. TAMUS accepts the following transaction types:

- Card swipe
- Internet Payments
- Telephone Payments
- Mail Payments
- P.O.S. Systems

3.3.2 Electronic settlement of transactions through the automated clearinghouse network for credit to bank account within one or two business days of capture. Provide pricing for one-day ACH credit and two-day ACH credit. Indicate all cut-off times for settlement. Currently one ACH credit is processed for each merchant number. It is anticipated that TAMUS will combine two or more merchant numbers’ transactions into one ACH credit transaction.

3.3.3 Ability to accept debit cards as a method of payment for services or merchandise. Include the name of the debit cards or cards the network service can process. In addition, provide information on capture of ACH debits as a method of payment.

3.3.4 Ability to accept EMV cards as a method of payment. Include EMV version numbers supported.

3.4 Service Requirements

Prompt and accurate customer service is extremely important. Failure to respond within the stated time may result in termination of the agreement. A direct contact and phone number of the selected respondent and the processor are required at all times. Questions related to equipment problems must be addressed within 24 hours. Notification of a change in the processor or any change in personnel with direct responsibility for the system or

any questions regarding invoice billings must be addressed within 48 hours.

3.4.1 Bank cards for which transactions must be processed:

Bank cards to be processed include Visa, MasterCard, American Express and Discover. Differences among acceptance terms and processing conditions for each must be specified in detail.

Debit cards with a Visa or MasterCard logo are currently accepted and processed as credit transactions without requirement for use of a PIN.

3.4.2 Equipment required to process bankcard transactions:

Proposals must address the availability and associated fees for the following services and equipment. Proposals must specify maintenance and/or replacement services provided for all covered equipment. Indicate charges applicable to maintenance and replacement services, including costs for supplies. The processing system must be compatible with standard industry equipment. Please provide a listing of the compatible equipment, including the manufacturers' names and model numbers. TAMUS may elect to purchase equipment from the merchant processor, but may also purchase from other vendors if better terms are available.

3.4.2.1 P.O.S. Terminals

3.4.2.2 Terminals (with printers and PIN pads) for electronic authorization and draft capture

3.4.2.3 Hand-held wireless terminals

3.4.2.4 Each P.O.S. terminal must perform the following functions:

3.4.2.4.1 On-line review of all stored transactions in terminal memory

3.4.2.4.2 Display of daily totals and subtotals

3.4.2.4.3 Merchandise return and credit functions controlled and restricted to specified operator ID numbers

3.4.2.4.4 On demand transaction totals and detail by clerk

3.4.2.4.5 System requirements for transaction communication such as TCP/IP used for:

3.4.2.4.5.1 Internet initiated transactions

3.4.2.4.5.2 P.O.S and terminal-related initiated transactions

3.4.2.5 List of Current Equipment – See Exhibit C

Proposal must include accessibility information for EIR products listed – See Section 3.7.2.

3.4.3 Software and Technical Support Services

3.4.3.1 RESPONDENT to provide software for processing credit card services. RESPONDENT may be requested to demonstrate their software and services and TAMUS reserves the right to use the evaluation/demonstrations in the evaluation processes.

3.4.3.2 RESPONDENT to provide all necessary software to process credit card transactions for POS/Cash Receipting products as well as transactions entered manually. Software shall interface effectively with all current accounting programs required by the qualified participating entity. Software to be provided at no charge. Software upgrades are to be provided at no charge. Different entities have already implemented use of software and shall indicate to the RESPONDENT the “software of choice” for their entity.

3.4.3.3 RESPONDENT shall provide assistance on the use of the software for cards, report, query capabilities, and accounting capabilities.

3.4.3.4 Exhibit C - includes a sample list of software used by Texas A&M at the present time. Actual software requirements may vary from the attached list.

3.4.3.5 Describe support for technologies for security and risk mitigation, including tokenization and point-to-point encryption. Provide examples of specific technologies supported.

Proposal must include accessibility information for EIR products listed – See Section 3.7.2.

3.4.4 System downtime backup procedures:

Proposals must specify procedures for obtaining authorization codes in the event of down-time in any areas of electronic authorization services.

3.4.5 Reports (Sample reports must be provided with the proposal):

TAMUS includes eleven universities, seven state agencies and the Health Science Center. Each entity is a separate agency of the State of Texas and a member of TAMUS. (See EXHIBIT D for a complete listing.) Currently the account hierarchy includes 18 System members with a total of 223 merchant accounts. A hierarchy structure that groups merchant accounts by System member is required. Activity reports for each System member as well as combined reports for the entire System will be required. The RESPONDENT must provide, on a monthly basis, a statement to each entity that includes, for each merchant number, the total number of transactions and total dollar volume and appropriate related details. In addition, online transaction reports shall be available daily. Proposals must specify the availability, method of display, distribution cycle, means of distribution (electronic preferred) and format of data in each report *available for individual merchant numbers* including but not limited to:

- 3.4.5.1 Numerical and textual descriptors of department initiating transaction;
- 3.4.5.2 Descriptor of terminal processing transaction;
- 3.4.5.3 Descriptor of data batch of transaction;
- 3.4.5.4 Invoice number and authorization code;
- 3.4.5.5 Date and Time of the transaction;
- 3.4.5.6 Type of transaction (e.g., sale, reversal, merchandise returns, etc.);
- 3.4.5.7 Descriptor of staff member initiating transaction;
- 3.4.5.8 Bank card type, account number, and card holder name;
- 3.4.5.9 Transaction amount;
- 3.4.5.10 Daily summary reports presenting the following data for each terminal;
 - Total number and amount of Visa/MasterCard transactions;
 - Total number and amount of American Express transactions and Discover transactions;
 - Total number and amount of Visa/MasterCard, American Express and Discover transactions;
 - Detail to include invoice number, account number and amount for Visa/MasterCard;
 - Detail to include invoice number, account number and amount for American Express and Discover;
 - Date and time of transaction;
 - Batch number;
 - Numerical and time of transaction;
 - Descriptor of terminal processing transaction.
- 3.4.5.11 Monthly statements presenting the following data:
 - Date and total dollar amount of sales transactions captured by the system and deposited into the bank account;
 - Date and total dollar amount of merchandise return and charge reversal transactions captured by the system and withdrawn from the bank account;
 - Total number of transactions and amount;
 - Description and amount of any fees charged.
- 3.4.5.12 Preferred Reporting Options
 - Internet based reports and statements and access to chargebacks
 - Ability to retrieve through electronic means
 - Ability to pass batch reference codes to the bank

Proposal must include accessibility information for EIR products listed – See Section 3.7.2.

3.4.6 Chargebacks

It is desired that charge backs be completed in a timely manner with written notice to agencies. Proposals must specify all chargeback conditions and procedures in detail. Include a processing timeline.

3.5 Training

RESPONDENT shall provide training on use of equipment and software as proposed to each agency at no cost. Training documentation is preferred to be online. In addition, training manuals written in English must also be available at no cost if requested. All training will be on-site or online, as requested by each agency.

3.6 Potential Services Desired

It is anticipated that equipment will be utilized for the purpose of processing debit card transactions using a PIN. Please include information on how your system facilitates the debit card process. Include applicable procedures, hardware and software requirements, and any applicable fees for implementation and operation of the program.

It is anticipated that terminals will be utilized for the purpose of check conversion. Please include information on how your system facilitates the check conversion process. Include applicable procedures, hardware and software requirements, and any applicable fees for implementation and operation of the program.

3.7 Supporting Documentation

3.7.1 Equipment and Utilities Requirements:

Proposals must specify all utilities and other support services which are required for operation of RESPONDENT's system and which will not be provided by the RESPONDENT. These specifications must present data of the following types:

- 3.7.1.1 Telephone line requirements for data transmission (specify type of lines required);
- 3.7.1.2 Electrical outlet and the voltage required for operating P.O.S. terminals (specify whether outlet must be dedicated or equipped with surge protector).
- 3.7.1.3 System requirements for internet initiated transactions

3.7.2 Electronic and Information Resources Requirements (EIR):

EIR accessibility requirements and technical standards from Texas Administrative Code, Title 1, Chapter 206 and Chapter 213 have been determined to apply to this Request for Proposal. RESPONDENTS must describe how the EIR product deliverables included as part of the service requirements meet at least those technical provisions identified as applicable in the attached Voluntary Product/Service Accessibility Templates (VPATs).

For EACH applicable EIR product, RESPONDENTS should provide the following accessibility information by way of Voluntary Product Accessibility Templates (VPATs) (See EXHIBIT E & F) or other equivalent reporting templates. RESPONDENTS must describe how the EIR product deliverables included as part of the service requirements meet the following requirements.

- 1) The appropriate Technical Accessibility Standards based on EIR Category (see table below)
- 2) Functional Performance Criteria described in 1 TAC §213.35 (i.e., Section 508 equivalent - 36 CFR Part 1194 Subpart C)

- 3) Information, Documentation, and Support described in 1 TAC §213.36 (i.e., Section 508 equivalent - 36 CFR Part 1194 Subpart D)

EIR Category	Technical Accessibility Standards	Section 508 equivalent
Software Applications and Operating Systems	<u>1 TAC §213.30</u>	36 CFR §1194.21
Websites	<u>1 TAC §206.70</u> <u>Web Content Accessibility Guidelines (WCAG) 2.0, Level AA</u>	36 CFR §1194.22
Telecommunications Products	<u>1 TAC §213.31</u>	36 CFR §1194.23
Video and Multimedia Products	<u>1 TAC §213.32</u>	36 CFR §1194.24
Self-Contained, Closed Products	<u>1 TAC §213.33</u>	36 CFR §1194.25
Desktop and Portable Computers	<u>1 TAC §213.34</u>	36 CFR §1194.26

Only proposals which contain adequate information to document their responsiveness to the EIR accessibility requirements (e.g. VPATs or equivalent and supporting documentation) will be eligible for consideration.

3.7.3 Costs and Fees

Proposals must specify all costs and fees involved in establishing and maintaining services provided by RESPONDENT.

Discount fees will be paid monthly via ACH debit to each System member's bank account. Detailed statements shall be delivered promptly to each System member with merchant number and fee amount detail.

The proposal shall include discount rates for Visa and MasterCard and be applicable to all merchant numbers within TAMUS. Please provide a chart or table showing the types of transactions applicable to the various discount rates.

Explain how fees are handled on refunds. Are the interchange fees on refunded transactions returned to TAMUS? Are refunds deducted from total transactions at month-end prior to calculating charges? If there are different methods for handling refunded transactions, please provide pricing for each method.

3.7.4 Network Downtime

Service is of extreme importance, proposals must include a record of the time RESPONDENT's system was not able to issue authorization codes, due to regular maintenance, server maintenance, or equipment failure, for the last twelve months. RESPONDENT will also indicate alternative procedures during network downtime to facilitate processing of payments and charges.

- 3.7.5 Proposal must name an individual to serve as the relationship manager for the RESPONDENT. This individual will be the primary contact for TAMUS regarding all services provided by the RESPONDENT. If it becomes necessary to replace the primary contact, TAMUS must have the opportunity to review and provide input on potential replacements.

3.8 Information for Merchant Card Services

For the 12 months ending August 2014: The net number of transactions for the combined 223 merchant accounts was 1,913,497. The total dollar volume was \$183,265,724 and the average ticket was \$95.78. Pricing should be based on volumes and average ticket for TAMUS, not individual members or agencies. Refer to EXHIBIT D – Annual Payment Card Volume for more details.

3.9 Qualifications – Merchant Card Services

The following areas will be considered in determining the qualifications of the Merchant Card Service provider. RESPONDENTs shall address all other areas described below:

- 3.9.1 The RESPONDENT's overall experience and expertise in processing bank card transactions using electronic draft capture.
- 3.9.2 The RESPONDENT's overall experience and expertise in processing transactions for the higher education market.
- 3.9.3 The qualifications and experience of the RESPONDENT's personnel in servicing merchants using electronic authorization service.
- 3.9.4 The ability to handle technological advances for payments by bank cards (including, but not limited to the Internet/World Wide Web, and E-Mail).
- 3.9.5 The overall cost of service and number of services available.
- 3.9.6 The RESPONDENT'S ability to address EIR accessibility requirements.

3.10 Technical Proposal of Merchant Card Services

In its proposal, RESPONDENTs shall address all of the areas described under the heading "Service Requirements." Additionally, the following items must be included in each proposal:

- 3.10.1 A detailed explanation of the proposed system, including a comprehensive description of the settlement process.
- 3.10.2 The name and location of the third party electronic authorization service the RESPONDENT will utilize in electronically authorizing credit and debit card transactions and the batching and processing of completed transactions.
- 3.10.3 An implementation plan including a time schedule.
- 3.10.4 A description of the components (banks, networks, merchants, etc.) comprising the RESPONDENT's system.
- 3.10.5 Describe any enhanced payment technologies supported (i.e. EMV, tokenization, Apple Pay, BitCoin, etc.)

Full disclosure of the "cost of doing business" is required. It is imperative that all applicable costs related to bank card services be clearly indicated in the proposal.

Any deviation in these costs may result in the termination of the bank card services agreement.

3.11 Payment Card Industry Data Security

- 3.11.1 The merchant card services provider (acquirer) will be responsible for providing services and equipment that are fully compliant with Payment Card Industry Data Security Standards (PCI DSS) and partnering only with providers of payment applications that are fully compliant with the Payment Application Data Security Standard.
- 3.11.2 The merchant card services provider (acquirer) will be responsible for providing written notification to TAMUS of the merchant levels for each merchant and the PCI DSS validation requirements and deadlines.
- 3.11.3 The merchant card services provider (acquirer) will assist each merchant, as necessary, with determining which Self-Assessment Questionnaire must be completed and any other assistance necessary to document or validate compliance with the PCI DSS.
- 3.11.4 TAMUS includes eleven universities, seven state agencies, two service units and the Health Science Center. Each merchant account is operated as a separate business and, for compliance purposes, each merchant account has been considered a DBA and treated as a separate entity. Please explain how your company would classify the relationship from a PCI DSS perspective. Using the provided volumes please determine merchant level designations for TAMUS.
- 3.11.5 Please describe the level of compliance support offered to merchants and any programs designed to assist merchants in achieving and maintaining compliance.

3.12 Conversion Issues

In their proposals, RESPONDENTS shall acknowledge that setup costs will be waived by the RESPONDENT and that conversion will be completed no later than 90 days from the date of the signing of the agreement.

- 3.12.1 Existing equipment that is not compatible with RESPONDENT's product will be replaced with compatible equipment providing, at a minimum, the features of the incompatible equipment. RESPONDENT will specify the cost of replacing the equipment; however, TAMUS reserves the right to procure the equipment using other sources.
- 3.12.2 Existing equipment will be reprogrammed for compatibility as needed at no cost to TAMUS.
- 3.12.3 Software for processing bank card transactions will be provided and installed as required at no cost to TAMUS.

SECTION 4 – RESPONDENT’S QUESTIONNAIRE

The Respondent recognizes that in selecting a supplier, TAMUS will rely, in part, on the answers provided in response to this Section. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. TAMUS reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry. A negative reference may be grounds for disqualification.

4.1 Company Profile

4.1.1 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)

4.1.2 State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by TAMUS, the Texas Higher Education Agencies, or other State Agencies.

4.1.3 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 TAMUS, the Texas Higher Education Agencies, or other State Agencies.

4.1.4 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.

4.1.5 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 the Agencies.

4.1.6 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.

4.2 References

RESPONDENT must furnish at least three (3) references from current customers for this service. References must be from corporations and/or government agencies. Each reference must contain the company or agency name, address, telephone number, name of contact person, and total dollar volume of charges processed per year.

NOTE: One reference must be a current account of at least \$60 million in annual charges.

- Company name & address:
- Contact Person Name & Title:
- Contact phone number:
- Contact email:
- Total Dollar Volume of charges processed per year:

SECTION 6 - GENERAL TERMS AND CONDITIONS

- A. **TERMS AND CONDITIONS:** TAMUS 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 TAMUS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. TAMUS 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 TAMUS 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 TAMUS without penalty or obligation at any time prior to the signing of a contract agreement.

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 TAMUS 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, TAMUS terms and conditions will govern this transaction.

- B. **GOVERNING LAW:** RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- C. **NON-DISCRIMINATION:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, genetic information, veteran status 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.
- D. **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.
- E. **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.
- F. **INDEMNIFICATION AND HOLD HARMLESS:** The RESPONDENT shall defend, indemnify and hold harmless TAMUS, 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 agreement. The RESPONDENT agrees to protect the State from claims involving infringement of patents or copyrights.
- G. **RESPONDENT LIABILITY:** The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.
- H. **EARLY TERMINATION:** TAMUS 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 TAMUS 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 TAMUS

Termination of the contract services is construed by TAMUS 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.

- I. RESPONDENT PAYMENT/BILLING TERMS: Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the Chancellor's Office.
- J. CIVIL RIGHTS REQUIREMENTS: All RESPONDENTS must comply with applicable civil rights laws.
- K. NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **APPENDIX B** must be executed as a part of the RESPONDENT's submittal.
- L. 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.
- M. 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.
- N. MODIFICATION OF SERVICE: TAMUS 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 TAMUS.

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.

- O. 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 TAMUS.

Information provided to RESPONDENT by TAMUS, 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 TAMUS

- P. INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of TAMUS or incur any obligation on the part of TAMUS without written authority of TAMUS. 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 TAMUS relative to conduct on its premises.

- Q. **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 submittal 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 TAMUS accepts, in writing, the information as proprietary.

Information created, derived, or otherwise produced by RESPONDENT 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 TAMUS receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS 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.

- R. **OWNERSHIP OF DOCUMENTS:** Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.
- S. **SUBCONTRACTING:** No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of TAMUS. 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.

- T. **INSURANCE:** The RESPONDENT shall obtain and maintain, for the duration of this project or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the RESPONDENT under this Agreement. The RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The 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. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

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

Coverages

Limit

A. **Worker's Compensation***

Statutory Benefits (Coverage A)

Employer's Liability (Coverage B)

Statutory

\$500,000 Each Accident

\$500,000 Disease/Employee

\$500,000 Disease/Policy Limit

** If this coverage is no any reason waived, the contractor, employees thereof, and sub contractors must sign a hold harmless and indemnification agreement.*

B. Automobile Liability

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

C. Commercial General Liability

Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Products / Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to Premises	\$100,000
Medical Payments	\$5,000

D. Cyber Liability & Data Breach \$5,000,000

To include third party liability, notification and credit monitoring and government regulatory fines, penalties and remediation expenses coverage

E. Crime Policy \$10,000,000

Additional Endorsements

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

- U. **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 TAMUS 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 Mr. Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine RESPONDENT’s claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.
- V. **VENUE**: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.
- W. **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.
- X. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.
- Y. 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).

Z. ALTERNATE PROPOSALS: TAMUS reserves the right to consider alternate proposals submitted by respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

AA.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 TAMUS, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TAMUS 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 TAMUS'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.

BB.ACCEPTANCE OF SERVICES: All services performed under this agreement shall be to the satisfaction of each agency and in accordance with the specifications, terms, and conditions of the agreement. TAMUS reserves the right to review the services performed and to determine the quality and acceptability of such services.

CC.SALES AND USE TAX: TAMUS, 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.

DD.RECALL NOTICE: RESPONDENT shall, immediately upon discovery of same, advise TAMUS of any or all required replacement/modifications to equipment or component part thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty-four (24) hours of such verbal notification. All such formal notices will be submitted to the ordering department and to Purchasing Services.

EE. 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.

FF. TECHNOLOGY ACCESS CLAUSE: The RESPONDENT expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly the RESPONDENT represents and warrants The Texas A&M University System that the technology provided to The Texas A&M University System for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing visual and non-visual

means; (2) presenting information, including prompts used for interactive communications, in formats intended for non visual use; and (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired for purposes of the paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by TAMUS Office for HUB and Procurement Programs has recently established.

EXHIBIT A**EXECUTION OF OFFER****RFP01 TRSY-15-002****DATE: November 25, 2014**

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 qualifications. 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 qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. 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 "0" 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 TAMUS' 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 TAMUS;
- (v) Respondent has not been an employee of TAMUS within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFQ (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) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) 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;
- (xii) 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,
- (xiii) 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 RFQ, 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).

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

**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 TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, 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 TAMUS.

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 TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, 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 _____, 2014.

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

_____. My commission expires: _____