



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL
RFP Number: RFP01 TRSY-18-012
Custody Services

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time (CST) on March 9, 2018

EMAIL RFQ RESPONSES TO:
SOPROCUREMENT@TAMUS.EDU
SUBJECT LINE: RFP01 TRSY-18-006
Attn: Jeff Zimmermann

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

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 information regarding confidential and proprietary information.

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SECTION 1 – INTRODUCTION

1.1 Scope

The Texas A&M University System (A&M System or TAMUS) is seeking proposals from interested vendors to provide custody services for the A&M System. This would include, but not be limited to, safekeeping of assets, transaction settlement, income collection, and portfolio accounting and reporting. The current provider is The Bank of New York Mellon and the contract will expire on June 30, 2018. Refer to the attached “Service Requirements and Volumes” document for a more detailed scope and additional information.

By submitting responses, each RESPONDENT (also referred to herein as “Vendor”) 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 A&M System is one of the largest systems of higher education in the nation, with System Administrative and General Offices located in College Station, a statewide network of eleven universities (located in College Station, Prairie View, Stephenville, Kingsville, Commerce, Corpus Christi, Laredo, Texarkana, Canyon, Killeen and San Antonio), seven state agencies (located statewide), two service units (located in College Station) and a comprehensive health science center (located in College Station). The A&M System educates more than 148,000 students and reaches another 22 million people through service and outreach programs each year.

Investments of the A&M System are pooled into two commingled investment funds: the Cash Concentration Pool and the System Endowment Fund.

The Cash Concentration Pool (“CCP”) was established in 1990, for the management of institutional funds of the A&M System. The Pool is composed of six asset classes with a total market value at September 30, 2017, of \$4.5 billion. The Pool’s six asset classes are divided as follows:

◇ Short-Term Portfolio:	6-12% plus debt proceeds
◇ Domestic Equity:	15-25%
◇ International Equity:	15-25%
◇ Liquidity Portfolio:	8-12%
◇ Fixed Income:	17-27%
◇ Absolute Return:	15-25%

The Short-Term Portfolio is invested in 2a-7 money market funds with an external manager. The remaining asset classes are managed externally by thirteen investment management firms. Under its current structure, the Pool requires eight separate investment safekeeping accounts for active managers. In addition, the Pool requires separate accounting for six passive investments for money market, international equity, and absolute return with multiple managers per category. The Pool also uses two clearing accounts. All accounts included in the Pool will be summarized and ownership of those assets is allocated among 25 current participants in the Pool utilizing a structure similar to a mutual fund.

The System Endowment Fund (“SEF”) consists of endowment funds donated to the members of the A&M System, with the exception of Texas A&M University in College Station, which generally invests new endowment funds with the Texas A&M Foundation. The goal of the SEF is to support distributions for endowment beneficiaries while maintaining the purchasing power of the endowment in perpetuity. The asset allocation of the \$1.1 billion SEF is as follows:

◇ Domestic Equity:	15-25%
◇ International Equity:	15-25%
◇ Private Equity:	10-25%
◇ Fixed Income:	10-20%
◇ Absolute Return:	10-20%
◇ Real Assets:	10-20%

The SEF assets are currently managed externally by 37 investment management firms. Under its current structure, the SEF requires seven separate investment safekeeping accounts for active managers. In addition, the Pool requires 31 separate accounts for passive investments for international equity, real assets, private equity and absolute return with multiple managers per category. The SEF also uses one clearing account.

Currently the SEF is owned by more than 3,200 different endowment accounts. The custodian is responsible for summarizing the manager accounts and then allocating income and expenses on a unitized basis to the individual endowment accounts.

The Board of Regents has granted to the Chancellor of the A&M System authority for the purchase, sale, assignment, transfer, and management of all investments of the A&M System or its members. With approval of the Board, the Chancellor has delegated this authority to the Chief Investment Officer & Treasury and her staff, collectively known as Treasury Services. The administration of investments and implementation of Board policy is handled by Treasury Services. For further information regarding the A&M System and its members, please visit <http://www.tamus.edu/>.

1.3 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 A&M 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.

1.4 Performance Period

Should A&M System, in its sole discretion, enter into an agreement with the successful RESPONDENT as a result of this RFP, the agreement shall be effective from July 1, 2018 through June 30, 2023. The Agreement may be extended for an additional five (5) 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 the A&M System and negotiated in writing with the successful RESPONDENT. The A&M System reserves the right to amend the terms of the Agreement as necessary to meet state or federal requirements.

SECTION 2 – INSTRUCTIONS TO PROPOSERS

The A&M System) is seeking proposals from interested vendors to provide custody services for the A&M System as specified in Section 3 of this RFP. While it is the intent of the A&M System to effectively establish an agreement with a qualified provider for these services, there is no guarantee that a contract will be awarded.

Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 180 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 provides the information necessary to prepare and submit a proposal for consideration. The A&M System may select as many companies as needed to ensure coverage.

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.

Expenses for developing and presenting proposals 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, in writing, to Jeff Zimmermann, Director, Procurement and Business Services, in writing, at jzimmermann@tamus.edu. RESPONDENT may not contact other individuals at 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 and attachment, should be presented in writing. **Deadline for submission of questions is by 5:00 p.m. CST February 13, 2018.** A&M System will publish all questions with responses according to the schedule in Section 2.1.

2.1 Calendar of Events *

Activity	Date
Release and Posting of RFP	February 1, 2018
Deadline to Submit Questions	February 13, 2018
Release of Addendum (if applicable)	February 16, 2018
Deadline for Receiving Proposals	March 9, 2018 by 2:00 p.m. CST
Evaluation of Proposals	TBD
Selection of RESPONDENT (estimated date)	TBD

* 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 A&M System and/or in the event A&M System 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 the A&M System requirements outlined in this RFP, 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 the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions and Delivery of Submittals

All proposals must be received by A&M System, no later than **2:00 p.m. CST, March 9, 2018** electronically via email to soprocurement@tamus.edu with the subject line of **"RFP01 TRSY-18-012 – Custody Services"**. The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. Late proposals will not be considered under any circumstances.

Submittal Format: Electronic file shall be saved, as a single file, in Adobe Portable Document Format (PDF) and named **"company name – RFP01 TRSY-18-012"**.

2.4 Proposal Components

The following documents and all responses from noted section(s) are to be returned as part of your proposal response and labeled accordingly for easy reference. Failure to include these documents will be basis for response disqualification.

- I. Signed Execution of Offer (Exhibit A)
- II. Non-Collusion Affidavit (Exhibit B)
- III. Questionnaire (Section 3.2)
- IV. Fees and Expenses (Section 3.3)
- V. Accessibility Documents (Section 3.4)
- VI. HUB Subcontracting Plan (Section 3.5)
- VII. RESPONDENT Agreement Documents (Section 3.1.2)

RESPONDENT shall provide one (1) electronic copy of the complete RFP response as specified above.

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 posted to the Electronic State Business Daily (ESBD) at the following site; <http://www.txsmartbuy.com/sp>. Search with "Posted" as the Status for Agency number 710.

It is the responsibility of the RESPONDENT to check the ESBD for any and all addenda issued for this RFP. All such addenda issued by A&M System 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 A&M System replied to inquiries which are addressed by a formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 Selection Process

A&M System 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 who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of A&M System, as well qualified and offering the greatest benefits, experience and value to A&M System. 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 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 A&M System during the evaluation process.

The selection of the successful proposal may be made by 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 A&M System on the basis of negotiation with any of the RESPONDENTS. A&M System shall not disclose any information derived from the proposals submitted by competing RESPONDENTS in conducting such discussions. A&M System reserves the right to award to more than one RESPONDENT to create a pool for Members to choose from.

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, 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.

A&M System will perform reference checks and seek further information, as needed from all RESPONDENTS whose proposals A&M System, at its discretion, considers viable, based on the initial evaluation and scoring. The RESPONDENT's response to this requirement officially authorizes A&M System to contact these organizations to discuss the services and other considerations which the RESPONDENT has provided to such organizations and authorizes the organizations to provide such information to A&M System and RESPONDENT shall and hereby does release and hold harmless 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.

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(S).

2.7 Public Information Act

- (a) RESPONDENT acknowledges that 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 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 A&M System in a non-proprietary format acceptable to 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 A&M System has a right of access.

- (c) RESPONDENT acknowledges that A&M System may be required to post a copy of the fully executed Agreement(s) as a result of this RFP on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 Proposal Package Instructions

- 3.1.1 To be responsive, the sections below (3.2 through 3.5) must be submitted as part of your proposal package. For the **Questionnaire**, all questions/items must be addressed. For the **Fees and Expenses**, RESPONDENT must include all relevant prices as the A&M System will not pay any fees, which have not been included in the proposal package. RESPONDENT must include fees, if any, for all elements of each service requested.
- 3.1.2 Other items to be included in proposal:
- All RESPONDENT agreement documents that the A&M System will be expected to sign

3.2 Questionnaire

3.2.1 Company Overview and Experience

- A. Briefly describe the organizational structure of the bank and custody area. Provide an organization chart showing the operating relationships and authority within the custody area and within the organization.
- B. Describe the history of the firm's custody services.
- C. Describe any merger, acquisition, or divestment activities related to custody services and to the extent possible, include information related to planned mergers and acquisitions and the anticipated effect on the firm's operations (i.e., changes to the delivery of services, changes to technology or platform, discontinued business lines, etc.)
- D. What percentage of your parent firm's total revenue did fees from custody and related services represent in 2015 and 2016?
- E. Please comment on your organization's financial strength. Please provide most recent S&P and Moody's ratings and reports.
- F. Describe your ongoing strategy and commitment in providing custody services. Discuss briefly your overall business objectives with respect to future growth and product research and development related to custody.
- G. Briefly summarize your firm's competitive advantages within the custody industry.
- H. Provide the following information regarding your current custody client base:
 - total number of clients
 - total market value of assets
 - breakdown of the number of clients by type (i.e. endowment/foundation, public, corporate, etc.) and include # of assets in each
- I. Describe your experience with endowment/foundation clients.
- J. Provide three endowment/foundation client references whose size and service needs are similar to ours. Include contact person and telephone number.
- K. List any services that are outsourced to third party providers and the names of the providers. Please disclose if any changes are in process or anticipated. This information also shall be included as part of the required HUB Subcontracting Plan (Section 3.5).

3.2.1. Client Service

- A. Describe your approach to client service. Do you have a dedicated endowment/foundation group? Do you have a dedicated group for handling limited partnership accounts?
- B. Identify the key individuals and specific responsibilities of those who would be assigned to our account. Provide professional biographies including the number of years each has been with your firm.
- C. Describe the procedures which your firm utilizes to ensure continuity of services during vacations or other absences occurring within your account administration area.
- D. Describe how your organization interacts with investment managers.
- E. What methods do you use to assess your client's evaluation of your service and how are comments provided by clients acted upon by senior management?
- F. In what ways does your firm distinguish itself from other Master Trustee/Custodians in the area of client relations?
- G. Do you have a dedicated custody legal staff?
- H. Describe any ongoing educational seminars, publications or other services you provide for keeping clients abreast of new developments in your organization and the custody industry.
- I. Does your firm provide its clients the ability to participate in client user groups?
- J. How do you monitor legislative and/or regulatory changes affecting custody administration? How are these changes communicated to clients?

3.2.2. Custody and Safekeeping of Assets

- A. Describe your system for registration and custody of assets including all depositories used.
- B. Detail your procedures for physical delivery settlements. How do you ensure that the securities are properly registered and in good deliverable form?
- C. How do you process trades automatically? List the different methods. Do you have a proprietary trade transmission platform that clients may use? If so, please describe.
- D. Does your organization employ actual or contractual settlement date?
- E. Do you subcontract global custody to another provider or do you provide this service in-house?
- F. Specify all countries with which your firm has a contractual settlement arrangement.
- G. List all depositories, agents, and sub-custodian banks used in each country.
- H. Describe the procedures in place for monitoring your sub custodian network.
- I. How often do you reconcile cash and securities? Describe the process.
- J. Describe your organizations trade settlement communication with investment managers.

3.2.3. Cash Management

- A. What short-term investment vehicles, including external funds, are available for client use?
- B. Describe your procedures concerning:
 - Collection, monitoring, and crediting of interest and dividend income
 - Automatic investment of cash balances (sweep vehicles)
 - When and how is cash availability reported to the client or investment manager? Do you have

real-time cash reporting capabilities?

- Describe your process for failed trades. How is this monitored? How do you minimize float impact? How frequently are managers advised of fails? How do you compensate for income lost due to fails?
- C. Describe your foreign exchange (FX) service capabilities. Include reporting and management. What are your key differentiators?
- D. Describe your tax reclaim procedures for international securities.
- E. Describe any other tax relief efforts and countries where you have such arrangements.
- F. Describe any on-line transaction (i.e. wire transfers) entry available to clients. Provide details on types of transactions that can be handled in this manner, review processes, approval requirements, etc.

3.2.4. **Accounting and Reporting**

- A. Provide an overview of your accounting system. What reporting methods are available (trade date or settlement date, accrual or cash)?
- B. Are your domestic and global accounting systems on the same platform?
- C. What is your method for handling amortization/accretion?
- D. What is your source and how do you account for pay down information for asset-backed securities?
- E. Do you have the capacity to capture and report brokerage commissions generated by an account and by transaction?
- F. What steps are taken to ensure the accuracy of your reports? What reconciliations are performed? Are reports audited before they are available to clients? If so, by whom?
- G. Describe your plan accounting/unitization capabilities. What are the benefits to the client?
- H. Describe how your system could handle the Long-Term Pool accounting and the Endowment accounting as discussed in Section 1 of the RFP.
- I. Describe your standard monthly accounting reporting packages including availability schedules for standard, year-end, and audited reports. Provide a detailed list of all reports available with your standard client reporting packages, along with samples of each report. Are these reports available for the client to run on-line?
- J. Describe the flexibility and limitations of custom reporting. Can clients retrieve on-line information in a customized reporting format? How is this accomplished? Are there extra costs associated?
- K. Do you have drill-down capabilities?
- L. Do you provide consolidated reports in addition to individual investment manager reports?
- M. How long is client data maintained on-line?
- N. What type of FX reporting is available?

3.2.5. **Valuation/Pricing**

- A. Please provide a pricing matrix listing the source of your pricing data for all domestic and global securities, including the frequency of pricing updates.
- B. How do you price securities which are not available from pricing services, such as private placements?

- C. Can the client specify alternative pricing sources?
- D. What procedures do you have to detect and address unusual or significant pricing changes from the previous pricing period? Do you have a centralized pricing team?
- E. What are your materiality standards and client notification/escalation procedures for pricing/valuation errors?
- F. How are valuation differences resolved between an investment manager and the custodian?
- G. What pricing services or other sources do you use to obtain pricing on derivatives?
- H. Describe special procedures for processing, valuing, and reporting of alternative assets such as real estate, private equity, venture capital, and other non-traditional assets. What verification procedures are used to ensure fair representation of the investment value? How are calls and distributions handled?
- I. Do you support Private I for tracking limited partnership activity, valuations and holdings? If so, do you offer pass-through billing?

3.2.6. Technology

- A. Discuss the hardware and software systems in place that support your custody department.
- B. How long has the current software been in place?
- C. What major enhancements are planned at this time?
- D. Do you have a dedicated systems support staff? If not, describe how the system is maintained?
- E. What systems security do you have in place?
- F. Is there a back-up facility? Briefly describe your custody disaster recovery plans.
- G. Describe initial and on-going training and support to client personnel for your on-line systems. What manuals (hard copy or on-line) are available to clients?
- H. Do you offer any new software in the following areas? If yes, please provide an overview of what you have today, what you are working on, and when you plan to introduce new capabilities.
 - Compliance monitoring
 - Risk management

3.2.7. Corporate Actions, Proxy Voting, and Class Actions

- A. Describe your corporate actions processing procedures for domestic and foreign securities. Include the sources used for corporate action announcements. Is there a dedicated unit handling this activity?
- B. Is class action monitoring and filing of claims performed in-house or subcontracted? Are there additional charges for this service?
- C. How does your firm handle class action suits? Does your firm handle filing of claim notices and other documents in connection with such proceedings? Can clients access information on-line?
- D. Describe your proxy service capabilities.

3.2.8. Audit and Risk Controls and Procedures

- A. Is there a general audit system in place? Is it certified by an outside public accounting firm?
- B. Describe the internal audit function.

- C. What levels of management review audit reports and what level is required to implement changes to correct audit deficiencies noted?
- D. Do you perform an SSAE 16 exam? If yes, please describe?
- E. Does your firm maintain a code of ethics?
- F. How much fiduciary insurance do you carry? Describe any and all insurance that would benefit a client.

3.2.9. Conversion/Transition

- A. Describe the conversion process (who is responsible for coordinating activities, who participates, what activities must occur, etc.). Please specify if you have a dedicated “conversion team”. Describe your procedures and controls for ensuring the conversion occurs timely and accurately.
- B. Provide a sample timetable including the required resources to be provided by the client.
- C. Provide a summary of reasonable expected problems during conversion and your approaches to those anticipated problems.
- D. Describe how on-going portfolio activity is handled during the conversion.

3.3 Fees and Expenses

Provide a fee schedule for your custody services. All fees will be paid in hard dollars. This should include account charges, security settlement, income receipts, sweep fees, and any other charges. Proposer must include all relevant prices - **the A&M System will not pay any fees, which have not been included in the proposal package. Proposer must include fees, if any, for all elements of each service requested.**

3.4 Accessibility

Under Texas Government Code Chapter 2054, Subchapter M, Texas Administrative Code 206.70 and Texas Administrative Code 213 and implementing policy of the Texas A&M Systems Regulations 29.01.04, Texas A&M University System must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, the Respondent must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards. Respondent shall provide one of the following methods of accessibility information:

- a. The URL to a completed VPAT or equivalent reporting template; (enter text).
- b. An accessible, electronic document that addresses the same accessibility criteria in substantially the same format as a VPAT or equivalent reporting template; ITIC VPAT 2.0 (<https://www.itic.org/policy/accessibility/>); or (enter text).
- c. The URL to a web page which explains how to request a completed VPAT or equivalent reporting templates for any product under contract; (enter text).

3.5 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 vendor to provide services, supply

commodities, or contribute toward completing work for a governmental entity.

Subcontracting opportunities are possible for this RFP and therefore a HUB Subcontracting Plan (HSP) is **required**. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted **with** the RFP response by the date and time specified.

Complete the HSP as found at <https://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 vendors 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. Don't forget to include any backup documentation and sign the HSP form.

If the Respondent is completing as **self-performing** a statement which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources is required. The sections in the HSP form to be completed for self-performing are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4.

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 zimmermann@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.

SECTION 4 – GENERAL TERMS AND CONDITIONS

- A. **TERMS AND CONDITIONS:** 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 A&M System determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. 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 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 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 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, A&M System terms and conditions will govern this transaction.

- B. **GOVERNING LAW:** The validity of any resultant Agreement and all matters pertaining to any resultant Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- 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, 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, RESPONDENT certifies 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, RESPONDENT certifies 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 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.
- G. **RESPONDENT LIABILITY:** The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other A&M System property caused by the negligence of the RESPONDENT's employees.
- H. **EARLY TERMINATION:** A&M System shall have the right to terminate the contract with the RESPONDENT without penalty under the following circumstances:

1. Default of RESPONDENT

In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, the A&M System may terminate this Agreement upon ten (10) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the ten-day period), provided that said failure is through no fault of the A&M System. Default considerations include but not limited to the following:

- i. Disregard or violate material provisions of the contract documents or 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.
- ii. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of A&M System

Termination of the Agreement at any time without reason or cause upon thirty (30) days prior written notice if 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.

- I. 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 A&M System.
- 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: 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 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.

- O. PUBLICITY: RESPONDENT 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 A&M System.

Information provided to RESPONDENT by 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 A&M System.

- P. INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with 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 A&M System or incur any obligation on the part of A&M System without written authority of 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 A&M System 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 A&M System 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 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, 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.

- R. OWNERSHIP OF DOCUMENTS: Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of A&M System shall become the property of A&M System. At A&M System' option, such documents will be delivered to A&M System Procurement Office. A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, A&M System 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 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.

- T. CONFLICT OF INTEREST. By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this

agreement, or in the services to which this agreement relates, or in any of the profits, real or potential, thereof.

- U. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL. By executing the resultant agreement, RESPONDENT certifies it does not and will not, during the performance of the resultant agreement boycott Israel. RESPONDENT acknowledges the resultant agreement may be terminated if this certification is inaccurate.
- V. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, RESPONDENT certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. RESPONDENT acknowledges the resultant agreement may be terminated if this certification is inaccurate.
- W. 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 A&M System. By requiring such minimum insurance, 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 A&M System at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

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

B. Automobile Liability

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

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures 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 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 and the RESPONDENT as additional insured's.

- D. Errors and Omissions (Banker's Professional Liability) \$100,000,000
- E. Cyber Liability \$50,000,000
- F. Excess/Umbrella \$15,000,000

G. RESPONDENT will deliver to 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, The Texas A&M University System and A&M 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, The Texas A&M University System and A&M System. No policy will be canceled without unconditional written notice to 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 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 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 A&M System contact:

The Texas A&M University System
301 Tarrow Street

College Station, TX 77840
Attn: Jeff Zimmermann
Facsimile Number: 979-458-6101
Email Address: jzimmermann@tamus.edu

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

- 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 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 A&M System, 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 A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located. At the date of this RFP, such county is Brazos County, Texas.
- 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 A&M System.
- Y. RESPONDENT hereby assigns to A&M System, 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: A&M System 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:
 - 1. 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 A&M System, and shall be merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. 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 A&M System's failure to notify RESPONDENT upon receipt of goods or completion of services, or by payment of invoice.
 - 2. 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.

3. 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 the resultant agreement shall be to the satisfaction of A&M System and in accordance with the specifications, terms, and conditions of the agreement. A&M System reserves the right to review the services performed and to determine the quality and acceptability of such services.
- CC. SALES AND USE TAX: 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.
- DD. NON-WAIVER OF DEFAULTS: Any failure of A&M System 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 A&M System at any time to avail itself of same.
- EE. 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 physical disabilities or impairments. Accordingly the RESPONDENT represents and warrants to A&M System that the technology provided to A&M 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 visually or physically 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 A&M System Office for HUB and Procurement Programs has recently established.

EXHIBIT A**EXECUTION OF OFFER****RFP01 TRSY-18-012****DATE: _____, 2018**

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 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 A&M System;
- (v) Respondent has not been an employee of 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 shall provide Federal EIN/Tax ID number, full VENDOR name and address of Vendor in the spaces below. Failure to either manually or electronically (DocuSign) sign in the Authorized Signature line below will disqualify the submission. The person signing shall show title and have authority to bind his/her firm into a contractual relationship.

Federal EIN/Tax ID: _____

Vendor/Company Name: _____

Authorized Signature: _____

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 A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said 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 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 A&M System, nor any employee, or person, whose salary is payable in whole or in part by 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 _____

Notary _____

Subscribed and sworn to before me this
_____ day of _____, 2018.

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.