



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

**REQUEST FOR PROPOSAL  
RFP NUMBER: RFP01 RISK-20-062  
BROKER SERVICES**

**PROPOSAL MUST BE RECEIVED BEFORE:  
2:00 P.M. Central Time (CDT) on May 7, 2020**

**EMAIL RFP RESPONSES TO:  
[SOPROCUREMENT@TAMUS.EDU](mailto:SOPROCUREMENT@TAMUS.EDU)  
SUBJECT LINE: RFP01 RISK-20-062  
Attn: Jeff Zimmermann**

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 as stated within section 2.3.

Note: After the due date and time, only the names of Respondents will be made public.

**REFER INQUIRIES TO:**

Jeff Zimmermann, Director  
The Texas A&M University System  
Procurement & HUB Programs  
email: [soprocurement@tamus.edu](mailto:soprocurement@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 5.13 for more information regarding public information.

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## SECTION 1 – INTRODUCTION

### 1.1 Introduction

The Texas A&M University System (“A&M System”) is seeking proposals to establish a pool of qualified and experienced insurance agents, brokers and direct writers for the performance of high quality insurance services. It is the intent of the A&M System to effectively establish an agreement with the selected firms for the requirements listed.

This RFP provides detailed information about the A&M System, its insurance needs and provides the required format for the vendor’s response. 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.

Proposals shall be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

### 1.2 Background

The A&M System is one of the largest systems of higher education in the nation, with a budget of \$6.3 billion. Through a statewide network of 11 universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus, the A&M System educates more than 153,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$996 million in FY 2017 and helped drive the state’s economy. More information about the A&M System and all of its members can be found at <http://www.tamus.edu/about/>.

### 1.3 Insurance Background

Insurance is purchased by System Risk Management and/or System Benefits Administration on behalf of the A&M System and its members. The types of insurance policies the A&M System currently carries or anticipates carrying include, but are not limited to, the following:

| <b>Policy and/or Coverage Type</b>                               |
|--|
| General liability for various summer camps                       |
| Accident medical for summer camps & retreats                     |
| Play/Practice and travel accidental medical for NCAA athletes    |
| Property – residential and commercial Housing                    |
| Property (System-wide and Individual)                            |
| Directors and officers liability, including employment practices |
| Inland marine  |
| General liability  |
| Maritime underwater exposures                                    |
| Foreign worker’s compensation                                    |
| Boat hull and operational liability                              |
| Aircraft property and operational liability                      |
| Fine Arts  |
| Commercial Crime   |
| Special events liability   |
| Professional medical malpractice liability                       |

| <b>Policy and/or Coverage Type</b>                          |
|---|
| Cyber liability   |
| Property and liability package policy for foreign exposures |
| Boiler and machinery  |
| Pollution liability   |
| Professional liability for students                         |
| Accident insurance for students or event participants       |
| Foreign travel accidental medical/repatriation/return home  |
| Special niche coverage for research exposures               |
| Student health insurance and other related products         |

The A&M System does not represent or guarantee that the A&M System will renew or purchase all policies and coverage included on the above list.

#### **1.4 Qualifications**

All entities responding to this RFP must certify they are licensed to do business in the State of Texas and permitted to contract with the State or any of its subdivisions. In addition, all entities must be able to demonstrate sufficient financial stature and operational capacity to accommodate the needs of the A&M System.

The organization must also certify in that it is in good standing with the Texas Department of Insurance (TDI) and disclose any actions that are pending or in process with TDI.

#### **1.5 Priorities/Expectations**

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

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to the A&M System 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 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 project as determined by the A&M System.
- (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.

#### **1.6 Calendar of Events**

| <b>Activity</b>                     | <b>Date</b>                         |
|-------------------------------------|-------------------------------------|
| Release of Request for Proposal     | April 6, 2020                       |
| Deadline to Submit Questions        | April 14, 2020                      |
| Release of Addendum (if applicable) | April 17, 2020                      |
| Responses Due                       | <b>May 7, 2020 by 2:00 p.m. CDT</b> |
| Selection of Respondent             | 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.

**1.7 Period of Performance**

Should A&M System, in its sole discretion, enter into an agreement with the successful RESPONDENT(S) as a result of this RFP, the agreement shall be effective upon execution for an initial term of three (3) years. The agreement may be extended for up to two (2) additional two-year terms, 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 A&M System and negotiated in writing with the successful RESPONDENT(S).

## SECTION 2 - INSTRUCTION FOR RESPONDENTS

### 2.1 General Information

This RFP outlines the services and proposal requirements in Section 3. Proposals 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 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 or 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 submitted with this submittal will become the property of the A&M System.

By submitting a proposal, Respondent agrees that Respondent and Respondent's employees and agents are independent vendors and have no employer-employee relationship with the A&M System. The A&M System shall not be responsible for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers' Compensation Insurance payments, or any other insurance payments, nor will the A&M System furnish any medical or retirement benefits or any paid vacation or sick leave.

### 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 Proposal Submission Instructions

All proposals must be received by the A&M System, no later than **2:00 p.m. CDT, May 7, 2020** electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "**RFP01 RISK-20-062 – BROKER SERVICES**". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. A file sharing tool may be used to submit the proposal response if large file sizes are an issue. If opting to use a file sharing tool it is recommend to send a test file prior to the due date.

It is each Respondents responsibility to ensure that the entire proposal response is received by the A&M System by the deadline stated above regardless of submission method. **Late proposals will not be considered under any circumstances.**

Submittal File Format: Submission shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below and named as such; **I) “company name – Proposal”** and **II) “company name – Forms”**.

- All proposals must include all sections as described below. Each of these divisions should be clearly marked and titled to match each of the underlined titles i.e. “4.1 – Company Profile”
- Schedules and Exhibits must be clearly identify and defined.
- Information or exhibits provided that are not specifically requested should be included at the end of the proposal in a section entitled “Supplemental Information.”

## 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.**

### **I. Proposal**

- ✓ Cover Letter to include a brief introduction with interest and capability of the Respondent.
- ✓ Table of Contents
- ✓ Proposal (response to sections 4.1 – 4.8)

### **II. Forms**

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ HUB Subcontracting Plan (section 4.9)

Proposal format: The proposal response shall be presented in the order listed above with sections noted accordingly for easy reference. Failure to use the stated format or failure to provide complete responses, may, at the A&M System’s option, disqualify the Respondent. The Table of Contents shall provide page numbers for each section of the proposal.

### **NOTE the following for the Execution of Offer and Non-Collusion Affidavit:**

Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.

Non-Collusion Affidavit: The Respondent signature on this document may be done electronically with DocuSign, Adobe or another similar tool. While the document must also me notarized, this may be done at a later date due to the COVID-19 pandemic. An agreement may not be executed with the awarded Respondent until this document is fully signed and notarized.

## 2.5 Inquiries and Interpretations

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann at [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu). Respondent may not contact other individuals at the A&M System to discuss any aspect of this RFP, unless expressly authorized by the A&M System Procurement & HUB Program 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 April 14, 2020.** The A&M System will publish all questions with responses according to the schedule in Section 1.6.

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).

<http://www.txsmartbuy.com/sp> (Input Agency Number "710" and select "Posted" for the Status)

All such addenda/amendments issued by the 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 Exhibit A. Only those A&M System 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**

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(s) 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 is not required to select the lowest priced proposal, but will take into consideration other factors such as ability to service contracts, past experience, financial stability, flexibility, and other relevant criteria.

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 may 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.

A&M System, at its discretion, reserves the right to have the most qualified RESPONDENTS present their qualifications during an interview. A&M System 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 Services Agreement**

The RESPONDENT(S) (collectively "Successful RESPONDENTS") selected by A&M System in accordance with the requirements and specifications set forth in this RFP, to provide insurance services to A&M System will be required to enter into a master services agreement (the "Agreement") with A&M System. The Agreement is non-exclusive and A&M System intends to enter into one or more agreements with various parties covering the same or similar services.

## SECTION 3 – SCOPE & REQUIREMENTS

It is the intent of the A&M System to effectively establish a pool of qualified and experienced insurance agents, brokers and direct writers for the performance of high quality insurance services. An agreement will be executed with each of the selected firms for the full scope and requirements listed below.

### 3.1 Implementation of Insurance Program

- Notify the A&M System of new insurance products.
- Provide marketing recommendations
- Provide access to necessary insurance markets
- Prepare program specifications and underwriting submissions
- Assist in the selection of the insurers most suitable for risk
- Awareness and access to specialty insurance markets
- Assemble and format the A&M System's data for consideration by insurance carriers.
- Upon System Risk Management and or System Benefit Administration's request, identify carriers who can provide the insurance coverage and programs required by the A&M System.
- Provide a written summary of quotations and declinations from insurance carriers including analysis and comparison of program alternatives with best recommendation
- Facilitate negotiations with insurance carriers who submit the most favorable quotes to maximize the System's coverage and to minimize its costs. Broker shall maintain complete records of the quote solicitation process and shall provide copies of such records to System Risk Management and/or System Benefits Administration.
- Confirm policies issued conform to specifications.
- Provide written policy outlines including but not limited to coverage type, policy number, insurance carrier, renewal date, and exclusions.
- If requested by System Risk Management, bind coverage and maintain insurance policies and coverage without lapses.
- Verify that rates and premiums are properly calculated and charged.
- Communicate information between System Risk Management and/or System Benefits Administration and selected insurance carriers including information regarding policy renewals, premium pay-ins, audit returns and buy-out provisions.
- Schedule meetings between the A&M System and selected insurance carriers.
- Request, implement and monitor coverage changes requested by the A&M System.
- Prorate insurance premiums by component institution.
- Contractor shall pay all premiums to the insurance carrier and then be reimbursed by System Risk Management and/or System member institutions

### 3.2 Policyholder Services Provided by Respondent

- Organize and attend meetings as requested by the A&M System and document meeting discussions.
- Communicate with and secure all data required by insurance carrier or requested by the A&M System.
- Thoroughly review all existing coverage and make written recommendations to System Risk Management and/or System Benefits Administration regarding any changes in coverage based on such things as unintentional self-insurance, gaps in coverage, overlapping coverage, restrictive limits, higher education industry trends and projections and cost of coverage.
- Issue insurance binders, certificates, and policies when requested or required.
- Provide additional support through the A&M RMIS, including but not limited to the collection of data from and into RMIS.
- Coordinate ongoing insurer services among parties

- Verify the accuracy of any bills, audits, and other premium adjustments.
- Provide annual comprehensive loss history for all policies during renewal process
- Answer phone calls and field questions during regular business hours and be available during non-business hours for emergency claim submission and other services.

### **3.3 Safety and Loss Prevention Services**

- When designated by the A&M System prior to the purchase of a policy, conduct inspections, tests and other safety and loss prevention services.
- Have the capacity to secure safety and loss prevention services from carriers for application with the System and its member institutions

### **3.4 Claims Handling**

- When requested by the A&M System, communicate information to insurance carrier, report and monitor claims activity.
- Provide or obtain from carrier periodic loss runs as requested by the A&M System.
- Provide third party administrator claim functions if requested by System Risk Management and/or System Benefits Administration.

### **3.5 Information and Services Carriers**

- The company must agree to furnish the insured: (sample reports requested with your proposal)
  - Reports on cost of claims on a monthly basis, including reserves status
  - Status report on any claim as requested by the insured
  - Reports of its investigation of claims to include statements from injured and/or witnesses, when requested
  - Photographs along with the appraisal of damages relating to the claim, when requested
- RESPONDENT shall be capable of electronic data submission. The RESPONDENT's system shall be capable of interfacing with the System Risk Management and/or System Benefits Administration and this service will be provided at no charge. Any software or upgrades will also be provided at no charge. The Company shall provide on-line access that allows the A&M System's Risk Management and/or System Benefits Administration to monitor pending claims, reserves, adjuster notes, final settlements, and etcetera. RESPONDENTS shall provide training as needed to the A&M System Risk Management and/or System Benefits Administration in the utilization of software.
- The carrier is expected to represent and defend the named insured in any matter of litigation covered by the policy. However, the carrier and its designated counsel will keep System Risk Management and/or System Benefits Administration and the System General Counsel informed of the status of any and all litigation claims filed under the policy.
- Successful company shall upon award provide insurance cards for all fleet and scheduled vehicles covered under all policies. The cards are to be forwarded express mail to Risk Management and Safety prior to the effective date and shall be collated in stacks of 25 for easy distribution.
- Deductible billings shall be individually invoiced per claim on a monthly basis. The billings shall include but not be limited to the following: name of claimant; date of accident; system driver; System Member; Department; Amount of Invoice; and Insurance Company federal Tax Identification Number. A summary listing each invoice should accompany the billings. The bill amount shall be supported by individual claim records. A sample deductible bill shall be submitted with each proposal.
- Verification of Qualifications - Provider to verify information of RESPONDENT of carriers and insurance

companies.

- All companies submitting proposals must meet the following minimum qualifications:
  - Shall be licensed by the State of Texas and permitted to contract with the State of Texas or any of its Subdivisions.
  - Be recommended in the latest edition of Best's Key Rating Guide and have at least a policyholder's rating of "A" and a Financial Size Category Rating of at least XI.
  - Any agents of record must be appointed by the A&M System.
  - Agents of record and carrier shall have toll free "800" number for accessibility during the policy period.

**SECTION 4 – PROPOSAL**

The RESPONDENT recognizes that in selecting a supplier, A&M System 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. A&M System 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 Provide information to assist the A&M System in assessing RESPONDENT's financial resources to provide the services described in this RFP, including but not limited to company brochures and annual reports.

4.1.3 State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by A&M System.

4.1.4 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 A&M System.

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 Has RESPONDENT, RESPONDENT's parent corporation, or any partner or principal of RESPONDENT or RESPONDENT's parent corporation (a) filed a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, (b) made an assignment for the benefit of creditors, (c) voluntarily suspended transaction of business, become insolvent or unable to pay its debts as they mature, or (d) applied for or consented to the appointment of any receiver or trustee for any such entity or person or of all or any substantial portion of the property of any such entity or person? If so, please provide a detailed explanation.

4.1.9 Provide evidence of RESPONDENT's insurance coverage provided by an insurance carrier rated A

or better in the limits and types specified by Section 5.15 of the RFP.

## **4.2 Organization**

- 4.2.1 Organizational Chart – Provide an organizational chart identifying the chain of authority through the company's CEO for this account. Include names, addresses, titles, email addresses, and telephone numbers for each individual.
- 4.2.2 Staffing – Describe the staff involved in the management of this group account. Include names, titles, addresses, email addresses, and brief biographies of the following individuals or their organizational equivalents who will be assigned to the A&M System account(s):
- Chief account executive for major group accounts
  - Regional executive
  - Service representative, if different from above
  - Account underwriter
  - Senior claim executive (level above claim manager)
  - Contract consultant
  - Communications manager
- 4.2.3 Agent of Record – A&M System will not designate an Agent of Record or any other such commissioned representative. All requests for these systems to provide such a designation will be rejected. The A&M System will communicate and negotiate only with principals of the applicant organization. The A&M System will not pay commissions in the event that the applicant organization chooses to name an agent of record and such an agent will not be recognized by the A&M System. In addition, no commission, broker or finders' fees may be paid by the A&M System. Respondent must certify in this section of your proposal response that you will abide by these stipulations.

## **4.3 Certification**

- 4.3.1 Provide documentation to certify that the RESPONDENT is licensed to sell insurance contracts in the State of Texas for which it is submitting proposals and is legally able to contract with the State or any of its subdivisions.
- 4.3.2 Provide documentation to certify that the RESPONDENT is in good stead with the TDI and disclose any actions that are pending or in process with TDI.

## **4.4 Regulatory Compliance**

- 4.2.1 Provide a detailed summary of RESPONDENT's federal, state, county and city regulatory compliance history for the past three (3) years, including, without limitation, copies of all notices of violations and all settlement documentation.
- 4.2.2 Confirm that all needed licenses and permits required to perform agency, brokerage or direct writer services are maintained by RESPONDENT according to regulatory requirements and provide copies of all such licenses and permits.

## **4.5 References**

- Provide the name, address, email address, and telephone number of the primary contact at three public entities or corporations and three major universities of similar size and with decentralized administration that are current clients of your company.
- Provide two references, including name, address, telephone number, and email address for the individual who will have primary responsibility for this account.

- Provide the name, address, email address, and telephone number of the primary contact at two large accounts that have cancelled their coverage with your organization within the past year.

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 the 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.

#### 4.6 Qualifications

- 4.6.1** Provide the qualifications of all RESPONDENT's Account Executive(s) who will service the A&M System account including (without limitation) the following qualifications:

Number of Clients: \_\_\_\_\_ Number of A&M System Clients: \_\_\_\_\_

Length of Time with Agency/Company: \_\_\_\_\_

Length of Career in Insurance or Risk Management: \_\_\_\_\_

Professional/Associate Designations: \_\_\_\_\_

Years of Experience in:

Commercial Underwriting \_\_\_\_\_ Commercial Claims \_\_\_\_\_

Agency Account Servicing \_\_\_\_\_ Personal Lines Underwriting \_\_\_\_\_

Risk Management \_\_\_\_\_ Agency Marketing Function \_\_\_\_\_

In addition, please attach a resume or other description of the qualifications for each Account Executive.

- 4.6.2** Provide the qualifications of all other employees who will service the A&M System account, including (without limitation) the following qualifications:

Number of Clients: \_\_\_\_\_ Number of A&M System Clients: \_\_\_\_\_

Length of Time with Agency/Company: \_\_\_\_\_

Length of Career in Insurance or Risk Management: \_\_\_\_\_

Professional/Associate Designations: \_\_\_\_\_

Years of Experience in:

Commercial Underwriting \_\_\_\_\_ Commercial Claims \_\_\_\_\_

Agency Account Servicing \_\_\_\_\_ Personal Lines Underwriting \_\_\_\_\_

Risk Management \_\_\_\_\_ Agency Marketing Function \_\_\_\_\_

In addition, please attach a resume or other description of the qualifications for each employee who will service the A&M System account.

**4.6.3** Provide the qualifications for the office or branch that will service the A&M System account, including (without limitation) the following qualifications:

Total Number of Employees: \_\_\_\_\_

Approximate Total Number of Clients: \_\_\_\_\_

Number of University Clients: \_\_\_\_\_

Premium Volume (Property and Casualty only): \_\_\_\_\_

Approximate Average Size of Accounts (premium size): \_\_\_\_\_

Largest Single Account (premium size): \_\_\_\_\_

If Direct Writer, Best's Rating: \_\_\_\_\_

Support Services Available:

| <b>Service</b>          | <b>In-House Staff</b>    | <b>Available Through Affiliate</b> |
|-------------------------|--------------------------|------------------------------------|
| Claims                  | <input type="checkbox"/> | <input type="checkbox"/>           |
| Risk Mgmt. Info. System | <input type="checkbox"/> | <input type="checkbox"/>           |
| Loss Control            | <input type="checkbox"/> | <input type="checkbox"/>           |
| Actuarial               | <input type="checkbox"/> | <input type="checkbox"/>           |
| Other _____             | <input type="checkbox"/> | <input type="checkbox"/>           |
| Other _____             | <input type="checkbox"/> | <input type="checkbox"/>           |

### **Coverage and Markets:**

[illegible]



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**4.6.4** Using the policy list in Section 1.3 of this RFP, please indicate the policies and coverage that RESPONDENT would be interested in soliciting on behalf of the A&M System.

**Please name in order of priority the markets RESPONDENT would approach for each policy or coverage listed. Please note that the A&M System requires carriers with an A rating or better.**

**Policy or Type of Coverage:** \_\_\_\_\_

**Markets (not applicable to direct writers)**

| Company  | Agency Premium (for office providing service only) |
|----------|--|
| 1. _____ | \$ _____   |
| 2. _____ | \$ _____   |
| 3. _____ | \$ _____   |

**Policy or Type of Coverage:** \_\_\_\_\_

**Markets (not applicable to direct writers)**

| Company  | Agency Premium (for office providing service only) |
|----------|--|
| 1. _____ | \$ _____   |
| 2. _____ | \$ _____   |
| 3. _____ | \$ _____   |

**Please repeat for additional policies and coverage.**

#### **4.7 Compensation**

The A&M System will require agents and brokers to disclose commissions received on the A&M System account. Please confirm that RESPONDENT is willing to disclose such commissions.

#### **4.8 General Information**

When appropriate, pro-ration of billings for the System's component institutions will be required. Confirm that RESPONDENT will pro-rate billings by each of the A&M System's component institutions.

Provide details regarding (a) any special services, product characteristics, or other benefits (for example, software, Internet-based information services, electronic mail capabilities, and audit programs), offered to the A&M System, (b) any other advantages to the A&M System in selecting RESPONDENT, and (c) any related costs of such goods, services or advantages.

Confirm that RESPONDENT has read and understands the scope of the RFP and that RESPONDENT will agree to provide insurance services to the A&M System, or a System member, as the case may be, in accordance with the terms and conditions stated herein.

What difficulties does RESPONDENT anticipate in serving the A&M System and its System members, and how does RESPONDENT plan to manage those difficulties? What assistance will RESPONDENT require from the A&M System or the member's institutions?

#### 4.9 **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. The applicable **HUB goal** to utilize for this RFP is **10%** for "all other services".

Respondents shall complete the HSP form attached or as found on the following site; <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 Keith Williams from the A&M System's HUB Program at (979) 458-3265 or [kwilliams@tamus.edu](mailto:kwilliams@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. Williams.

## SECTION 5 - GENERAL TERMS AND CONDITIONS

### 5.1 TERMS AND CONDITIONS

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

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

### 5.2 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.

### 5.3 NON-DISCRIMINATION

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, sexual orientation, gender identity, or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondents certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.

### 5.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a proposal, the Respondent certifies it does 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.

### 5.5 DEBARMENT STATUS

By submitting a response to this RFP, Respondent certifies it is not currently debarred from submitting proposals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.

### 5.6 INDEMNIFICATION AND HOLD HARMLESS

The Respondent shall defend, indemnify and hold harmless the A&M System, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the Respondent's performance under the resultant agreement.

### 5.7 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.

**5.8** CIVIL RIGHTS REQUIREMENTS

All Respondents must comply with applicable civil rights laws.

**5.9** ENTIRE AGREEMENT

The resultant 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 agreement. Any amendment or modification to the agreement must be in writing and signed by the parties hereto.

**5.10** SEVERABILITY

It is understood and agreed that if any part, term, or provision of the resultant 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 agreement did not contain the particular part, term, or provision held to be invalid.

**5.11** PUBLICITY

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

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

**5.12** INDEPENDENT CONTRACTOR

The successful Respondent agrees that in all respects its relationship with the A&M System will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the A&M System or incur any obligation on the part of the A&M System without written authority of the A&M System. As an independent contractor, Respondent will be solely responsible for determining the means and methods for performing the services described. Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the A&M System relative to conduct on its premises.

**5.13** 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 any resultant agreement, as well as any other disclosure of information required by applicable Texas law.
- b) Upon A&M System's written request, Respondent will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of A&M System.
- c) Respondent acknowledges that A&M System may be required to post a copy of any resultant fully executed agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas

Government Code.

- d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to any resultant agreement and the Respondent agrees that the agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

#### **5.14 OWNERSHIP OF DOCUMENTS**

Upon completion or termination of any resultant agreement, all documents prepared by the Respondent for the benefit of the A&M System shall become the property of the A&M System. At the A&M System' option, such documents will be delivered to the System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the Respondent.

#### **5.15 INSURANCE**

The Respondent shall obtain and maintain, for the duration of the resultant agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to the A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to the Respondent. 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 the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to the A&M System at least ten days before the effective date of the cancellation.

##### **Coverage**

##### **Limit**

##### **A. Worker's Compensation**

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

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for the A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

##### **B. Automobile Liability**

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

##### **C. Commercial General Liability**

|                                 |             |
|---------------------------------|-------------|
| Each Occurrence Limit           | \$1,000,000 |
| General Aggregate Limit         | \$2,000,000 |
| Products / Completed Operations | \$1,000,000 |
| Personal / Advertising Injury   | \$1,000,000 |

|                           |           |
|---------------------------|-----------|
| Damage to rented Premises | \$300,000 |
| Medical Payments          | \$5,000   |

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

- D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of RESPONDENT and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, RESPONDENT agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.
- E. Respondent will deliver to the A&M System: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of the agreement and prior to the performance of any services by Respondent under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

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

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

Any deductible or self-insured retention must be declared to and approved by the A&M System prior to the performance of any services by Respondent under the 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 the agreement will be mailed, faxed, or emailed to the following the A&M System contact:

The Texas A&M University System  
Attn: Jeff Zimmermann  
301 Tarrow Street, Rm 361  
College Station, TX 77840  
Facsimile Number: (979) 458-6101  
Email Address: [zimmermann@tamus.edu](mailto:zimmermann@tamus.edu)

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

#### **5.16 DISPUTE RESOLUTION**

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the A&M System and Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for the A&M System, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

#### **5.17 VENUE**

Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against the A&M System shall be in the county in which the primary office of the chief executive officer of the A&M System is located. At the date of this RFP, such county is Brazos County, Texas.

#### **5.18 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 agreements with permitted subcontractors.

#### **5.19 CONFLICT OF INTEREST**

Respondent and each person signing on behalf of Respondent 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.

#### **5.20 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

By submitting a proposal, and to the extent Texas Government Code, Chapter 2271 applies to the resultant agreement, the Respondent certifies it does not and will not, during the performance of any resultant agreement, boycott Israel. Respondent acknowledges any resultant may be terminated if this certification is or becomes inaccurate.

#### **5.21 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 any resultant agreement may be terminated if this certification is or becomes inaccurate.

#### **5.22 PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING.**

Under Section 2155.0061, Government Code, Respondent certifies that the individual or business entity named in this RFP is not ineligible to receive the specified agreement and acknowledges that any resultant

agreement may be terminated and payment withheld if this certification is inaccurate.

**5.23** RECORDS RETENTION

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

**5.24** Respondent shall neither assign its rights nor delegate its duties under the resultant agreement without the prior written consent of the A&M System.



**EXHIBIT A**  
**EXECUTION OF OFFER**

**RFP01 RISK-20-062**

**DATE:**

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

**A.1 Respondent Affirmation**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's 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 the A&M System'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. 3 \_\_\_\_\_ Date \_\_\_\_\_

No. 2 \_\_\_\_\_ Date \_\_\_\_\_ No. 4 \_\_\_\_\_ 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 has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at the A&M System' option, and the Respondent may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of the A&M System;
- (v) Respondent has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the scope of this RFP;
- (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 vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Respondent shall provide Federal EIN/Tax ID, full firm name, address and other information as requested in the spaces below. Failure to manually sign or with electronic signature (such as DocuSign or Adobe Sign) below will disqualify the proposal response. The person signing the submittal should show title or authority to bind his/her firm in contract.

Federal EIN/TAX ID: \_\_\_\_\_

Vendor/Company Name: \_\_\_\_\_

**Authorized Signature (INK or electronic 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 the A&M System or any employee thereof, or any person, firm or corporation under contract with the A&M System whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said the A&M System, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

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

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

**CONFLICT OF INTEREST**

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

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

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.**