



## THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

**REQUEST FOR PROPOSAL**  
**RFP Number: RFP01-SERO-21-111**  
**Title Review Services**

**PROPOSAL MUST BE RECEIVED BEFORE:**  
**2:00 P.M. Central Time (CST) on November 11, 2021**

**EMAIL RFP RESPONSES TO:**  
**[SOPROUREMENT@TAMUS.EDU](mailto:SOPROUREMENT@TAMUS.EDU)**  
**SUBJECT LINE: RFP01-SERO-21-111 – Title Review Services**  
**Attn: Jeff Zimmermann**

**NOTE:** Proposal response must be received by The Texas A&M University System Office of Procurement and HUB Program before the date and time specified for receipt of proposal as stated within Section 2.3 of this RFP. After the due date and time, only the names of respondents will be made public.

**REFER INQUIRIES TO:**

Jeff Zimmermann, Director  
Procurement and Business Services | HUB Program  
The Texas A&M University System  
[soprourement@tamus.edu](mailto:soprourement@tamus.edu)

All proposals shall become the property of The Texas A&M University System and the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 4.14 for more information regarding public information.

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## SECTION 1 – INTRODUCTION

### 1.1 **Scope**

The Texas A&M University System (A&M System) is soliciting proposals for the selection of one or more firms to provide title searching and abstracting services, title curative, and mineral exploration and production historical research (the “Services”) across the state of Texas on an as-needed basis.

The intent of this Request for Proposal (“RFP”) is to allow all interested firms (also referred to as “Respondent” or “Vendor”) the opportunity to provide a sufficient amount of information that will enable the A&M System to select one or more firms for inclusion in a pool who will be engaged on an as-needed basis to provide the requested Services as further defined in Section 3. Inclusion in the pool of firms does not guarantee engagement in the future.

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope and nature of the opportunity described herein. 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.

Respondent is to independently investigate and verify, at its own discretion, all information acquired from the A&M System or from any other source which is relied on by Respondent in the preparation of its proposal.

Proposals shall be in accordance with the terms, conditions, and requirements set forth in this RFP.

### 1.2 **About The A&M System**

The Texas A&M University System is one of the largest systems of higher education in the nation with a budget of \$6.3 billion. The A&M System is a statewide network of 11 universities; a comprehensive health science center; eight state agencies, including the Texas Division of Emergency Management; and the RELLIS Campus. The A&M System educates more than 151,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$1 billion in FY 2019 and helped drive the state’s economy. More information about the Texas A&M University System and all of its Members can be found at the A&M System [About](#) page.

### 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 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 solution in a cost-effective and timely manner while not sacrificing the quality required by the A&M System.

**1.4 Calendar Of Events**

Issue RFP .....	October 25, 2021
Deadline to Submit Questions .....	November 1, 2021
Release of Addendum (if applicable) .....	November 3, 2021
<b>Deadline for Receiving Proposals.....</b>	<b>November 11, 2021 by 2:00 PM CST</b>
Interview Top Proposal Teams (A&M System’s Option) .....	TBD
Anticipated Award Date.....	TBD

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

**1.5 Performance Period**

The intention of this RFP is to select firms to be included in a pool for the services defined in this RFP from which it will periodically select participants to assist A&M System on an as-needed basis. The term for this pool shall be effective beginning from the date of inclusion in the pool through August 31, 2026.

Each transaction assigned will be documented individually by execution of a professional service agreement (“PSA”) as and when needed. The length of term for each transaction will be defined within that PSA and will extend for as long as agreed to by the parties.

## SECTION 2 - INSTRUCTION FOR RESPONDENTS

### 2.1 General Information

This RFP outlines the scope and requirements as specified in Section 3. Proposals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent's cover letter.

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.

### 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 Section 3, 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

All proposals must be received by the A&M System, no later than **2:00:00 p.m. CST, November 11, 2021**, electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "**RFP01-SERO-21-111 – Title Review 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: 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 – Documents**".

### 2.4 Proposal Components

The following documents are to be returned as part of your proposal response. 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
- ✓ Technical Proposal (Section 3.4)
- ✓ Company References (Section 3.5)

## II. Documents

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ HUB Subcontracting Plan (Section 3.6)

Proposal format: The proposal response shall be presented in the order listed above with sections noted accordingly for easy reference. The Table of Contents shall provide page numbers for each section of the proposal.

**NOTE**: Additional information regarding 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 be 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 questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann, Director, Procurement and Business Services via email to [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 November 1, 2021. The A&M System will publish all questions with responses according to the schedule in Section 1.4.

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>. (Input Agency Number “710” and select “Posted” for the Status)

It is the responsibility of all Respondents to check the ESBD for any and all addenda issued for this RFP. 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 their proposal. 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

The evaluation of the proposals shall be based on the information provided that the A&M System deems to represent the **best value** to the A&M System. The RFP provides the information necessary to prepare and submit proposals for consideration by the A&M System. All properly submitted proposals will be reviewed, evaluated, and ranked by the A&M System. The A&M System will rank the Respondents in the order that they provide the overall “best value” to the A&M System based on an evaluation of the responses to the RFP. The A&M System may interview one or more of the top ranked Respondents as part of the evaluation process.

The A&M System will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the 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(s) whose 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.

After proposal tabulation and such investigation of Respondents as the A&M System deems appropriate, an award may be made to the vendor or vendors whose proposal it judges to represent the best value to the A&M System. Final determination for award of the contract will be made on the overall best value to the A&M System. The A&M System reserves the right to reject any or all proposals.

By submitting its proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” firm(s) will require subjective judgments by the A&M System.

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

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

The A&M System may perform reference checks and seek further information, as needed from all Respondents whose proposals the System, at its discretion, considers viable, based on the initial evaluation and scoring. The Respondent’s response to this requirement officially authorizes the 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 the A&M System, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

The A&M System reserves the right to reject any or all proposals and re-solicit for new proposals, or to reject any or all proposals and temporarily or permanently abandon the project. The A&M System makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.



## SECTION 3 – SCOPE & PROPOSAL

### 3.1 Goal

The A&M System's objective in developing this RFP is to receive proposals from firms experienced in providing title review services as described further below.

As a result of this RFP, the A&M System intends to select a firm or pool of firms to enter into a multiyear agreement to undertake the stated services with the A&M System on an as needed basis.

### 3.2 Services Required

Respondent shall provide the Services to the A&M System as follows:

1. Prepare records, searches and examinations of real property title records in one or more counties in the state of Texas using publicly available real property records.
2. Research, identify and utilize dependable, cost-effective sources of real property ownership data.
3. Deliver runsheets, abstract reports, ownership reports, copies of instruments affecting title, appraisal district plats, tax assessment data and other forms of data necessary to fully examine and form an opinion of title.

Performance under an agreement pursuant to this RFP is anticipated to commence upon execution of an agreement. Time is of the essence in the rendering of services and the ability to commence immediately may be a factor and included in the evaluation criteria.

### 3.3 Properties

Currently, A&M System has the need for Services for properties in all counties in the state of Texas.

### 3.4 Technical Proposal

Respondents shall address the following items in the proposal response:

1. Highlight the capabilities and experience of your company as it relates to the scope of this RFP and as it relates to regional experience, availability and required lead-time for offering the Services.
2. Provide information regarding the strength of the proposed individual/team assigned to the project and include resumes. If partnering/subcontracting with other firms to provide support or coverage in specific areas, provide information on those firms as well.
3. A demonstrated ability to deliver the required Services as it relates to similar properties as well as the availability of resources to perform in a timely manner.
4. Provide a standard rate and fee schedule categorized by procedure, work-product and/or location.

### 3.5 Company References

Respondents shall provide at least three (3) references with a similar project scope. Each reference shall include at least the following:

- Company name
- Contact person name and title

- Contact phone number and email address
- General description of the completed scope and services provided

Note: References provided may be from experience for a member of the proposed team and not necessarily from the company who is responding. For all references make it clear who on your team was responsible for each one provided.

### 3.6 **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) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in A&M System contracting and purchasing to include opportunities for subcontracting to the prime Respondent. Subcontracting opportunities are defined as those opportunities contracted with a vendor to perform a service, 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**. The intent of the HSP is for the Respondent to detail how they will commit to a “Good Faith Effort” to attract and use state of Texas certified HUB vendors. 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 participation goal for this RFP is 11% and every effort should be made to achieve this level of participation through subcontracting opportunities, mentor protégé relationships, or other relationships with the objective of increasing HUB utilization.** Given the depth and scope of this RFP regarding the potential of services needed in various areas of the state, it may be beneficial to develop relationships with available HUB firms to ensure experience coverage throughout the state. Maximizing HUB participation is of the utmost importance to The Texas A&M University System.

#### **HSP Submission Requirement:**

Complete the [A&M System HSP form](#) by submitting Sections 1, Section 2, Section 4, and Method A or Method B as applicable based on the response to Section 2c-d. If subcontracting, the applicable HUB participation goal for this RFP is 11% (Other Services) and every effort shall be made to obtain this goal. The opportunities listed in Section 2b shall be those that you anticipate on a typical project of A&M System including estimated percentages.

Please contact Mr. Keith Williams, A&M System HUB Coordinator, at [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) or (979) 458-3265 for assistance in identifying 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 4 - GENERAL TERMS AND CONDITIONS

### 4.1 Terms and Conditions

The A&M System reserves the right to accept, reject, modify, and/or negotiate any and all 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.

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

### 4.2 Governing Law

Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.

### 4.3 Non-Discrimination

The parties agree that in the performance of any resultant Agreement 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.

### 4.4 Immigration Reform and Control Act of 1986

By submitting a proposal, the Respondent certifies it does not and will not, during the performance of the resultant Agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

### 4.5 Debarment Status

By submitting a statement of qualification, 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.

### 4.6 Indemnification and Hold Harmless

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

### 4.7 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.

4.8 Civil Rights Requirements

All Respondents must comply with applicable civil rights laws.

4.9 Non-Collusion Clause

The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as a part of the Respondent's submittal.

4.10 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.

4.11 Severability

It is understood and agreed that if any part, term, or provision of any 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.

4.12 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.

4.13 Independent Contractor

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

4.14 Public Information Act

- a) Respondent acknowledges that the A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to any resultant Agreement, as well as any other disclosure of information required by applicable Texas law.
- b) Upon the 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 the A&M System.

- c) Respondent acknowledges that the 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 resultant agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

4.15 Ownership of Documents

Upon completion or termination of any Agreement, all documents, reports, and datasets, whether electronic, digital or hard-copy, 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’s option, such documents will be delivered to the System Energy Resource Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the Respondent.

4.16 INSURANCE

The Respondent shall obtain and maintain, for the duration of the 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.

<u>Coverage</u>	<u>Limit</u>
<b>A. <u>Worker’s Compensation</u></b>	
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>B. <u>Commercial General Liability</u></b>	
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.

- C. **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 the Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of the 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 (3) years after the expiration of cancellation of the Agreement.
- D. 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: System Energy Resource Office  
301 Tarrow Street, 6<sup>th</sup> Floor  
College Station, TX 77840  
Facsimile Number: (979) 458-6359  
Email Address: [energy@tamus.edu](mailto:energy@tamus.edu)

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

#### 4.17 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.

#### 4.18 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.

#### 4.19 State Auditor's Office

Respondent understands that acceptance of funds under any resultant Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Respondent agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Respondent will include this provision in all contracts with permitted subcontractors.

#### 4.20 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 the resultant Agreement, or in the services to which the resultant agreement relates, or in any of the profits, real or potential, thereof.

#### 4.21 Prohibition on Contracts with Companies Boycotting Israel

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

#### 4.22 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 or becomes inaccurate.

4.23 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.

4.24 Records Retention

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

4.25 Not Eligible for Rehire

Respondent is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of the resultant Agreement.

4.26 Respondent shall neither assign its rights nor delegate its duties under any resultant Agreement without the prior written consent of the A&M System.



**EXHIBIT A**

**EXECUTION OF OFFER**

**RFP01 SREO-21-111**

**DATE: \_\_\_\_\_**

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

**A.1 Respondent Affirmation**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent’s disqualification;
- (xii) under Section 231.006, Family Code, the 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,
- (xiii) 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 their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to sign manually 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/Taxpayer 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 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 \_\_\_\_\_, 2021.

Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_