



## THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

### REQUEST FOR QUALIFICATIONS AUDIT & REVIEW SERVICES

**RFQ NUMBER: RFQ01 SOBA-20-081**

**SUBMITTAL MUST BE RECEIVED BEFORE:  
2:00 P.M. Central Time on July 9, 2020**

**EMAIL RFQ RESPONSES TO:  
[SOPROCUREMENT@TAMUS.EDU](mailto:SOPROCUREMENT@TAMUS.EDU)  
SUBJECT LINE: RFQ01 SOBA-20-081  
Attn: Jeff Zimmermann**

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

Sealed submittals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public.

#### REFER INQUIRIES TO:

Jeff Zimmermann, Director  
The Texas A&M University System  
Office of HUB & Procurement Programs  
[soprocurement@tamus.edu](mailto:soprocurement@tamus.edu)

All submittals shall become the property of the State of Texas upon receipt. Submittals may be subject to public review after contracts have been executed. Refer to Section 4.2 for more information regarding public information.

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## SECTION 1 GENERAL

### 1.1 **Scope**

The Texas A&M University System ("A&M System") is soliciting statements of qualifications ("Qualifications") from firms regarding their knowledge, experience and qualifications to perform audit and review services on an as needed basis for members of the A&M System.

It is the intention of A&M System to contract with one or more firms to provide these services. Firms must have demonstrated competence in providing these services and must have the qualifications necessary to perform the services outlined in this RFQ.

### 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 A&M System and all of its members (collectively referred to as "Members") can be found at <http://www.tamug.edu/about/>.

### 1.3 **Purpose**

The purpose of this RFQ is to solicit qualifications from firms ( hereafter referred to as "Respondent" or "Respondents") who can provide assistance to the A&M System in completing audit and review services. Refer to Section 3 for the full Scope of Work and requirements.

The intent of this RFQ is to allow all interested / prospective firms to provide a sufficient amount of data that will enable the A&M System to assess the qualifications of the Respondent. To this end, each Respondent shall furnish, as a part of the qualifications, a complete general description of experience in their respective fields.

By submitting qualifications, each Respondent certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and the amount 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 RFQ will be the sole responsibility of the Respondent.

### 1.4 **Financial Information**

A&M System members' financial statements comply with Governmental Accounting Standards Board (GASB) standards, the Texas Comptroller's Office Reporting Requirements and the A&M System Financial Reporting Requirements. This is considered other comprehensive basis of accounting. For instance, most debt related to bonds is reported on the System Office's annual financial report vs. being reported at the individual A&M Member level.

### 1.5 **Priorities/Expectations**

- (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(s) that will ensure the provision of such quality in its delivery of service through proven techniques and established practices.

- (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.* Respondent must demonstrate its ability to deliver the required services in a timely manner while not sacrificing the quality required by the A&M System.

#### **1.6 Performance Period**

The intention of this RFQ is to qualify one or more firms for the services defined in this RFQ. These services will be used by the A&M System and its Members on an as-needed basis. The term for this master agreement ("Agreement") shall be effective for a period of two (2) years beginning from the date of award. The Agreement may be extended for up to two (2) additional two-year terms providing all parties mutually agree on the extension.

## SECTION 2 INSTRUCTION FOR RESPONDENTS

### 2.1 **General Information**

A&M System is soliciting submittals from qualified Respondents who have experience in audit and review services, preferably with institutions or agencies of the State of Texas. These basic services are outlined in the Scope of Work (Section 3).

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

The Respondent(s) selected shall have an excellent track record for providing these services relative to the size and scope of the various needs of the A&M System and its Members and shall agree to provide these services to A&M System with a top priority commitment. A&M System may select as many Respondents as needed to ensure coverage for all services listed in Section 3.2.

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

Clause headings appearing in this RFQ 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 RFQ, the subject being referred to is to be a required feature of this RFQ 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 RFQ specifications must be clearly identified by the Respondent in its submittal.

### 2.2 **Calendar of Events**

<b><u>Activity</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
Release of Request for Qualifications	A&M System	June 15, 2020
Deadline to Submit Questions	Respondent	June 25, 2020
Release of Response to Questions	A&M System	June 30, 2020
RFQ Responses Due	Respondent	July 9, 2020
Selection of Qualified Respondents	A&M System	TBD

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

### 2.3 **Examination of the Request for Qualifications**

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 RFQ.

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

## 2.4 **Submittal Instructions**

All qualification submittals must be received by A&M System, no later than 2:00:00 p.m. Central Time (CDT), July 9, 2020, electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "RFQ01 SOBA-20-081 – Audit & Review 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 submittal response is received by the A&M System by the deadline stated above regardless of submission method. **Late submittals 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 – Forms**" and II) "**company name – Qualification Statement**".

## 2.5 **Submittal Components**

The following documents are to be returned as part of your qualification submittal (Section 3). Failure to include these sections/documents will be basis for response disqualification.

### **I. Forms**

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Signed and notarized Non-Collusiion Affidavit (Exhibit B)
- ✓ HUB Subcontracting Plan (Section 3.4)

### **II. Qualification Statement**

- ✓ Qualification Statement (Section 3.3)

#### Contents:

- Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the A&M System for evaluation.
- Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.
- Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, **it is essential to reference the question number with the corresponding answer.**

Failure to comply with all requirements contained in this RFQ may result in the rejection of the submittal.

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.

## **2.6 Inquiries and Interpretations**

All questions concerning this RFQ are to be directed to Jeff Zimmermann, Director of Procurement & Business Services, in writing, at [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu). Respondent may not contact other individuals at A&M System to discuss any aspect of this RFQ, unless expressly authorized by the A&M System Procurement Office to do so. A&M System will publish all questions with responses according to the calendar in Section 2.2.

Responses to inquiries which directly effect an interpretation or change to this RFQ 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 RFQ. All such addenda/amendments issued by A&M System prior to the time that qualifications are received shall be considered part of the RFQ, and the Respondent shall consider and acknowledge receipt of such in the Execution of Offer.

Only those A&M System replied to inquiries which are made by formal written addenda/amendments shall be binding. Oral and other interpretations or clarification will be without legal effect.

## **2.7 Selection Process**

It is the intention of A&M System to utilize the information received from responding firms to form a pool of pre-qualified firms to assist the A&M System and its Members on an as-needed basis.

A&M System will base its choice on demonstrated competence, knowledge, references, and qualifications of the Respondent. Demonstrated past experience with agencies or institutions of the State of Texas will be given preference in the evaluation and qualification process.

The Respondent(s) selected will be the one whose experience and qualifications, as presented in response to this RFQ, 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 RFQ or reject Qualifications at any time prior to an award, and is not required to furnish a statement of the reasons why a particular qualification was not deemed to be the most advantageous.

Submission of qualifications 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.

It is the intent of A&M System to qualify one or more firms. The selections may be made by A&M System on the basis of the submissions initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful submission 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 submissions provided by competing Respondents in conducting such discussions.

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

A&M System reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept qualifications considered most advantageous, and/or to make the award to the most responsive Respondent(s).



### SECTION 3

#### SERVICES AND QUALIFICATION REQUIREMENTS

##### 3.1 **Goal**

The A&M System is soliciting statements of qualifications from firms with an established history of providing high quality audit and review services (“engagement services”), preferably with agencies or institutions of the State of Texas. It is the intent of the A&M System to qualify multiple Respondents to provide a pool of firms who can provide these services for the A&M System and its Members on an as-needed basis.

Depending on the proposals and those selected for inclusion in the pool, the A&M System may elect to name a primary with the intention that all System Member needs for the services within the scope of this RFQ would be performed by that firm. The other firms selected for the pool would then serve as alternates to be utilized only in the event that the primary cannot perform the services needed in a timely manner or for some other reason not specifically stated. However, if a primary is not identified then all firms included in the pool would be available for the A&M System Members to choose at their discretion.

All services provided must be in conformance with A&M System policies and all applicable federal and state laws, regulations and rules.

##### 3.2 **Services Required**

The engagement services to be included and made available to all Members of the A&M System shall consist of but not limited to the following:

1. Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) financial reports, Accreditation Procedures for Applicant Institutions which can be found at <http://sacscoc.org/app/uploads/2019/07/AccredProceduresApplicant.pdf> . Additional guidance can be found in The Principles of Accreditation: Foundations for Quality Enhancement which can be found at <http://sacscoc.org/accrediting-standards/>, this engagement could be a review or an audit and is due at the end of January.
2. the airport passenger facility charge account, required per the Federal Aviation Administration which is due annually in May (14 CFR, Part 158 Subpart D 158.67)
3. the TV/Radio station engagements, required per the Communications Act of 1934 which is due annually in the Spring, January through March
4. the Cancer Prevention Research Institute of Texas (CPRIT), required audit for certain grant recipients according to the guidelines at <https://www.cprit.state.tx.us/about-us/statute-rules-and-grant-policies-guide/> which is due annually in the Spring
5. Joint Admission Medical Program (JAMP), . The JAMP Suggested Audit Program Procedures can be found at <https://www.texasjamp.org/Forms/JAMP%20Audit%20Program%20Procedures.pdf> which is due annually in the Spring
6. alumni foundation audits and filing their tax returns, the due dates vary depending on the entity's fiscal year end
7. compliance with the requirements described in the OMB Compliance Supplement of the Student Financial Assistance Cluster federal program, this field work could be completed in the Summer or Fall
8. institutional or agency audit or standard review

9. independent accountants' report on applying agreed upon procedures to the administration of athletics department funds in accordance with the NCAA Bylaw 3.2.4.15 which due annually in January, and
10. Other audits or reviews that may be required.

### 3.3 **Statement of Qualifications**

***Respondents shall carefully read the information contained in the following criteria and submit a complete statement of qualifications to all items listed below. Response shall be formatted as directed. Incomplete qualifications may be considered non-responsive and subject to rejection.***

- I. **CRITERION ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE SERVICES** (maximum of two printed pages per question):
  - a. Provide a statement of interest including a narrative describing the firm's qualifications pertaining to audit and review services. In order to be considered, Respondents must possess the following minimum qualifications:
    - The respondent must conform to the standards of independence promulgated by the American Institute of Certified Public Accountants (AICPA);
    - Senior engagement team and the firm must be licensed to practice in public accounting in the State of Texas;
    - The respondent must have received a pass or pass with deficiencies on its most recent external quality control review report;
    - The engagement must be performed in accordance with Statements on Standards for Accounting and Review Services as set forth by the AICPA;
    - The respondent must have been practicing public accountancy and providing review and audit services for a minimum of five (5) years;
    - The respondent must have provided engagement services to at least 3 state of Texas or higher education entities within the preceding 3 years;
    - The respondent's IT infrastructure must be capable of providing verifiable security for all of the A&M System's data, including transmission to/from the A&M members, utilizing industry-standard data encryption.
  - b. Provide the following information:
    - **Staffing** – To the extent possible, provide credentials and/or certifications of everyone who may be assigned to the various types of services listed in Section 3.2. Identify all individuals by name and title that will provide support including their location, position, specific responsibilities, educational background, experience, technical capabilities, and the approximate amount of time they will spend on the project.
  - c. Provide a statement on the availability and commitment, in relation to the due dates of the various services listed in Section 3.2, of the firm and named key personnel to undertake and manage the services. Include an estimate of the expected turnaround time for each of the Services listed. Note that multiple Members could need these services at the same time so the response to this item must address this possibility.
  - d. A description of any previous experience with agencies or institutions of the state of Texas as it relates to the scope of this RFQ.
- II. **CRITERION TWO: QUALITY CONTROL AND STANDARD OF CONDUCT**

- a. Provide a copy of the Respondent's most recent external quality control review report. If deficiencies were noted, the Respondent must explain the basis for the deficiencies and how the deficiencies were resolved.
- b. Provide a statement providing information on the circumstances and status of any disciplinary action taken or pending during the past 5 years involving regulatory bodies or professional organizations.
- c. Provide information with respect to any allegations of ethical lapses within the Respondent's organization within the past 5 years, any on-going investigation by any regulatory agency or pending litigation matters involving the Respondent.

### III. CRITERION THREE: COMPANY BACKGROUND

- a. Provide a brief history of the firm including all office location(s), legal status and officers.
- b. Is your firm currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- c. Provide any details of all past or pending litigation or claims filed against your firm that would affect your firm's performance under a contract with A&M System.
- d. Is your firm 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.

### IV. CRITERION FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

List no more than three (3) examples of relevant, previous projects with governmental entities, including any public institutions of higher education or agencies, undertaken by the Respondent within the past 3 years that best demonstrates the Respondent's capacity and expertise to fulfill the requirements of the stated services. Each example should be well organized, and, when applicable, identify key personnel proposed for the A&M System contract who worked on the example project. Provide the following information for each project listed:

- entity name and location
- description of services provided
- name, email address and telephone number of the primary contact

The A&M System may perform reference checks and seek further information from the examples provided as needed from all Respondents whose submission the A&M System, at its discretion, considers viable, based on the initial evaluation and ranking. 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 submission.

### V. CRITERION FIVE: RESPONDENT'S PRICING PROCESS

Describe your process for pricing a project. This process must fully define the basis for the pricing of a project and how all costs associated with the scope of work are determined.

### 3.4 **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 RFQ, 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 RFQ and therefore a HUB Subcontracting Plan (HSP) is **required**. Failure to submit a comprehensive, acceptable HSP as stated below in item a) will be considered a material failure to comply with the requirements of the RFQ and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted **with** the RFQ response by the date and time specified. The applicable **HUB goal** to utilize for this RFQ is **10%** for “all other services”. The HSP submitted with this RFQ shall become part of any master agreement resulting from this RFQ.

#### **a) RFQ HSP Submission Requirements**

The following items (1-3) must be submitted with your RFQ response in order to meet the HUB Subcontracting Plan requirements.

- 1) Letter of transmittal attesting that the respondent has read and understands the Policy on Historically Underutilized Businesses (see Exhibit C)
- 2) State of Texas Historically Underutilized Business Subcontracting Plan (HSP): Respondents shall complete the HSP form by submitting Sections 1, Section 2 a-d. and Section 4 ONLY. The opportunities listed in Section 2b shall be those that you anticipate on a typical project for the scope of this RFQ. It is not necessary to include percentages within section 2b at this time. Method A and B are not needed with your RFQ HSP submission but will be required of the awarded Respondents.

The A&M System HUB Subcontracting Plan form to be used is attached and can be accessed at the following site:

<http://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>

**Self-Performing:** If the Respondent is completing as self-performing, a statement shall be provided which attests that the entire scope of work shall be performed with its own employees and resources. The sections in the HSP form to be completed are Section 1, 2a (check “No”), 3 (with your statement included in the open text field), and 4. The additional information requested below is not needed for self-performing plans.

- 3) Additional Information: If you identified subcontracting opportunities in Section 2b of the HSP and you already have selected HUB subcontractors that allow you to state “Yes” on either Section 2 c or d, then you may submit Method A pages to identify those HUBs. However, if you do not have HUBs selected at this time and your answer to both Section c and d are “No”, then provide a response to each of the items below to explain how the Respondent intends to make a good faith effort for each subcontracting opportunity identified in Section 2b of the State of Texas HSP Form.
  - Given the opportunities identified in Section 2b, provide an estimated percent for overall HUB participation with the understanding that the A&M System goal for “all other

services” is 10%. This estimated percent is not a commitment to obtain that percent, but a commitment to make the full good faith effort with that as the goal.

- Provide a sample solicitation notice letter that will be sent to HUB vendors and minority and women business trade organizations/development centers for the subcontracting opportunities. The notice shall, in all instances, include at least the scope of work, response due date, information about bonding and insurance requirements, and identify a contact person.
- Provide a list of the trade organizations or development centers that you intend to work with in your outreach efforts.
- Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in trade organization newsletters or newspapers? Etc.

Please contact Mr. Keith Williams, A&M System HUB Coordinator, by email at [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu), or phone (979) 458-3265 for assistance in proper completion of the HSP. RESPONDENTS have the opportunity to submit a draft of the HSP, prior to submittal of their response to the RFQ, for review by Mr. Williams.

#### **b) Awarded Respondents**

The following shall be required of each Respondent issued a Master Agreement as a result of this RFQ;

If selected by a Member for an engagement as the result of a Master Agreement, the Vendor may be required by that Member to complete an HSP in full per the instructions below or as directed specifically by that Member.

- 1) Complete Section 1
- 2) Complete Section 2a through d.
- 3) Complete Section 4
- 4) Complete Method A or B as applicable depending on your response to questions in Section 2c-d. Below are the instructions for each Method;

**Method A:** Provide Method A (Attachment A) for each opportunity identified in Section 2b of the HSP and complete all sections. Section A-2 shall include all subcontractors selected for that opportunity, both HUBs and non-HUBs.

**Method B:** Provide Method B (Attachment B) for each opportunity identified in Section 2b. Reminder that all supporting documentation listed in Section B-3 shall be provided as part of this attachment. The following are additional items of note as part of the good faith effort required:

- The Respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent’s notice. “Reasonable time to respond” in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period and it is approved by the Member in writing.
- The Respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the Member HUB Program office when searching for HUB subcontractors. A complete list of all State of Texas certified HUBs may be electronically accessed at;

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

- The Respondent shall provide the notice described in this section to three (3) or more HUBs for each subcontracting opportunity as stated in Section B3a. Respondents are encouraged to seek and find a “Diverse Group” of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
- The Respondent shall provide notice to minority and women business trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants. A list of possible organizations/centers can be found at the following site; <https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>
- The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
- Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

## SECTION 4 GENERAL TERMS AND CONDITIONS

### 4.1 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 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 A&M System, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

### 4.2 Public Information Act

- (a) RESPONDENT acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this 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 this Agreement for or on behalf of A&M System.
- (c) RESPONDENT acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this 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.

### 4.3 Insurance

Respondent shall obtain and maintain, for the duration of a 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 A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to Respondent under a resultant agreement. Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Respondent is not relieved of any liability or other obligations assumed pursuant to a resultant agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

#### Coverage

#### Limit

##### A. Worker's Compensation

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

Statutory  
\$1,000,000 Each Accident  
\$1,000,000 Disease/Employee  
\$1,000,000 Disease/Policy Limit

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

**B. Automobile Liability**

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

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

**C. Commercial General Liability**

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

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

**Additional Endorsements**

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

**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 a resultant agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of a resultant 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 a resultant agreement.

**E. Respondent will deliver to A&M System:**

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of a resultant agreement and prior to the performance of any services by Respondent under a resultant 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 A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or nonrenewal relating to any insurance policy required in this Section.

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

The insurance coverage required by a resultant agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.

- 4.4 Indemnification.** Respondent agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of Respondent's negligent or willful errors or omissions under a resultant agreement.
- 4.5 Independent Contractor.** Respondent is an independent contractor, and neither Respondent nor any employee of Respondent shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- 4.6 Not Eligible for Rehire.** PROVIDER 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 this Agreement.
- 4.7 Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under any resultant agreement may be applied directly toward certain debts or delinquencies that Respondent owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 4.8 State Auditor's Office.** Respondent understands that acceptance of funds under a 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.
- 4.9 Entire Agreement.** Any resultant agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of a resultant agreement. A resultant agreement may not be amended or otherwise altered except upon

the written agreement of both parties.

- 4.10 Severability.** If any provisions of a resultant agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making a resultant agreement, as modified, enforceable, and the remainder of a resultant agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- 4.11 Force Majeure.** Neither party is required to perform any term, condition, or covenant of a resultant agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- 4.12 Loss of Funding.** Performance by A&M System under a resultant agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to Respondent and A&M System may terminate a resultant agreement without further duty or obligation hereunder. Respondent acknowledges that appropriation of funds is beyond the control of A&M System.
- 4.13 Governing Law.** The validity of a resultant agreement and all matters pertaining to a 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.
- 4.14 Venue.** Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- 4.15 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, sexual orientation, disability, genetic information, veterans status or gender identity as 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 Action of 1964, as amended.
- 4.16 Conflict of Interest.** By executing a resultant Agreement, 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 RFQ, or in the services to which this RFQ relates, or in any of the profits, real or potential, thereof.
- 4.17 Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 is applicable to a resultant agreement, the Respondent certifies it does not and will not, during the performance of this contract, boycott Israel. Respondent acknowledges any resultant Agreement may be terminated if this certification is or becomes inaccurate.
- 4.18 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 that any resultant Agreement may be terminated if this certification is or becomes inaccurate.

- 4.19 Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this 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.
- 4.20 Records Retention.** PROVIDER 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.
- 4.21 Immigration Reform and Control Act of 1986.** By submitting a statement of qualification, the Respondent certifies that it does not and will not, during the performance of the resulting agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 4.22 Debarment Status.** By submitting a statement of qualification, Respondent certifies that it is not currently debarred from submitting submittals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.
- 4.23 Modification of Service.** The A&M System reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the Respondent resulting from such changes are subject to acceptance by the A&M System. In the event prices and rates cannot be negotiated to the satisfaction of both parties, any resultant agreement may be awarded by A&M System.
- 4.24 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.
- 4.25 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. 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.

**EXHIBIT A****EXECUTION OF OFFER****RFQ01 SOBA-20-081****DATE EXECUTED:** \_\_\_\_\_

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

**A.1 Respondent Affirmation**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

Addenda Acknowledgment:

Receipt is hereby acknowledged of the following addenda to this RFQ by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 \_\_\_\_\_ Date \_\_\_\_\_

No. 2 \_\_\_\_\_ Date \_\_\_\_\_

**A.2 Signature**

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

- (i) the Qualifications and all statements and information prepared and submitted in response to this RFQ 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 Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at A&M System's 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 RFQ 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 Texas A&M University System;
- (v) Respondent has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFQ response;
- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFQ 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 Respondent will be selected based on demonstrated competence and qualifications only;
- (xi) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xii) under Section 231.006, Family Code, the Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xiii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- (xiv) the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and resultant agreement and the PROVIDER agrees that the resultant agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Respondent shall provide their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to either manually or electronically (i.e. DocuSign) sign in the Authorized Signature line below will disqualify the submission. The person signing shall show title and have authority to bind his/her firm into a contractual relationship.

Federal EIN/Taxpayer ID#: \_\_\_\_\_

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

**Authorized Signature:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

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

**CONFLICT OF INTEREST**

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

**EXHIBIT C**  
**HSP Letter of Transmittal**

(SUBMIT ON YOUR BUSINESS LETTERHEAD)

The Texas A&M University System  
Moore/Connally Building  
301 Tarrow, Suite 273  
College Station, Texas 77840  
Attn: Jeff Zimmermann

Subject: HSP Letter of Transmittal

Dear Mr. Zimmermann:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our written response submitted in connection with your solicitation # \_\_\_\_\_.

This letter shall attest that (company name) has read and understands The Texas A&M University System's Policy on Utilization of Historically Underutilized Businesses (HUBs) as stated within the solicitation. (Company name) also understands the HUB participation goal for this solicitation is 10% and if subcontracting will make a full good faith effort to obtain that goal. For any questions regarding this HUB Subcontracting Plan, my contact information is below.

Sincerely,

*(Signature)*

*(Printed Name)*

*(Printed Title)*

*(Email)*

*(Phone)*