



THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

REQUEST FOR PROPOSAL
RFP Number: RFP01-SOBA-23-161
ENMED Building – Food and Beverage Services
Houston, Texas

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time (CST) on March 1, 2023

EMAIL RFP RESPONSES TO:
SOPROCUREMENT@TAMUS.EDU
SUBJECT LINE: SOBA-23-161 ENMED Food Services

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, Executive Director
Procurement and Business Services | HUB Program
The Texas A&M University System
soprocurement@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 Introduction

The Texas A&M University System (A&M System) is soliciting proposals on behalf of Texas A&M University for a company (also referred to as “Provider” or “Respondent”) to provide beverage and food services at the ENMED building in Houston, Texas.

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

1.2 Background

The Texas A&M University System. The A&M System is one of the largest systems of higher education in the nation, with a budget of \$7.2 billion. Through a statewide network of eleven universities, a comprehensive health science center, eight state agencies, and the RELIS Campus, the A&M System educates more than 152,000 students and makes more than 24 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceed \$1 billion and help 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](https://www.tamus.edu/system/about/) page (<https://www.tamus.edu/system/about/>).

ENMED BUILDING. Located in the heart of the Texas Medical Center complex in Houston Texas, the Texas A&M University School of Engineering Medicine, (ENMED) is a 200K square foot, 9 story building located at 1020 Holcombe Blvd, Houston, TX 77030. The facility currently houses the cutting-edge hybrid engineering medicine program owned and operated by Texas A&M. Approximately 20% of the building is currently occupied by the ENMED program with the remaining space to be filled with Texas A&M affiliates and other outside technology companies, over time. Current occupancy, including students, faculty, and other occupants is approximately 200 with an anticipated occupancy within 3 years of approximately 500.

1.3 Scope

The purpose of this RFP is to solicit proposals for the Respondent to provide beverage and food services in the first-floor lobby location of the ENMED building. Refer to Section 3 for more information regarding the scope of work to include the specific location and types of services desired.

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

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 Texas A&M University System or from any other source which is relied on by Respondent in the preparation of its proposal.

1.4 Calendar Of Events

Release of RFP.....	February 8, 2023
Deadline for Receiving Proposals.....	March 1, 2023, by 2:00 PM CST
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 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 successful implementation and delivery of services as determined by the A&M System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* Respondent must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by the A&M System.

1.6 Performance Period

Should the A&M System, in its sole discretion, enter into an agreement with the successful Respondent as a result of this RFP, the term of such Agreement shall commence upon execution (“Effective Date”) and extend for a total period of no more than ten (10) years. Exact length of terms regarding initial term and possible renewals to be negotiated with the awarded Respondent.

Any renewals shall be at the same terms and conditions plus any approved changes to be determined by the A&M System and negotiated in writing with the successful Respondent. The A&M System reserves the right to amend the terms of the Agreement as necessary to meet state or federal requirements.

SECTION 2 - INSTRUCTION FOR RESPONDENTS

2.1 General Information

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. All supporting documentation submitted with this submittal will become the property of 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 Proposal Submission Instructions

All proposals must be received by the A&M System no later than **2:00:00 p.m. CST, March 1, 2023**, electronically via email to soprocurement@tamus.edu with the subject line of: **"SOBA-23-161 – ENMED Food 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.** Telephone and facsimile (Fax) proposals are not acceptable and 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 – Forms**, and II) **"company name – Proposal"**.

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. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) signed and notarized
- ✓ HUB Participation Plan (Section 3.5)

II. Proposal

- ✓ Technical Proposal (Section 3.3)
- ✓ Company References (Section 3.4)

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 and notary on this document may be done electronically with an e-signature tool with that capability. 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 at soprocurement@tamus.edu. Respondent may not contact other individuals within 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. The A&M System will publish all questions in the form of an addendum with responses at least two (2) days prior to the Deadline for Receiving Proposals as stated in 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).

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

All such addenda/amendments issued by the A&M System prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in 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 proposal(s) 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.

After proposal tabulation and such investigation of Respondents as the A&M System deems appropriate, an award may be made to one or more 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 will require subjective judgments by the A&M System.

The selection of the successful proposal 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 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 will 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 Proposer's response to this requirement officially authorizes the A&M System to contact these organizations to discuss the services and other considerations which the Proposer has provided to such organizations and authorizes the organizations to provide such information to the A&M System and Proposer 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 OF WORK & PROPOSAL

3.1 Scope of Work

The awarded Respondent shall provide beverage and food services within the ENMED building at the location specified below with a general description of the type of services desired. Respondents may propose other options for services to be provided at the location.

The Respondent shall furnish all management, operations, labor, equipment, goods, and supplies necessary to provide these services as described below.

- Location: 1st floor kiosk space, approximately 15' x 20'. See attached floor plan.
- Services: Beverages, i.e., coffee, juice, carbonated drinks, etc. Food, i.e., bagels, pastries, sandwiches, etc.
- This space will have all plumbing and electrical required to operate according to code as well as plumbing and electrical fixtures, cabinets and countertops and shielding. It is anticipated that the space will be built such that it is move in ready with the vendor providing all equipment necessary to fulfill the scope of the services.

Note that the services requested in this RFP are specific to the location identified above. ENMED is not restricted to similar engagements with other firms in other locations within this building.

3.2 Additional Requirements

3.2.1 Commencement of Services

Services as identified in Section 3.1 shall be operational by the awarded Respondent no later than 180 calendar days from the effective date of the Agreement.

3.2.2 Hours of Operation

The ENMED building is open and operational from 8:00 a.m. to 5:00 p.m., Monday through Friday. It is desired that all services be available and open from 7:00 a.m. through 3:00 p.m.

3.2.3 Holiday Schedule

The ENMED building will follow the holiday schedule for Texas A&M University which can be found at the following site; <https://www.tamus.edu/business/human-resources/am-system-holidays/#tamu2>.

3.2.4 Quality Standard

All food services provided to patrons on the ENMED building shall conform with industry standards and Respondent shall implement and enforce appropriate rules and regulations to ensure that its employees conform at all times to the service standard deemed appropriate by the A&M System.

3.2.5 Compliance

Respondent will comply with all applicable ordinances, laws and regulations regarding their operation hereunder and will obtain and pay the fees for all licenses that may be required.

3.2.6 Records

Respondent agrees to keep an accurate and true record regarding its operations in accordance with generally accepted accounting principles. All records shall be kept on file

by Respondent for a period of three (3) years from the conclusion of the resultant agreement, and Respondent shall, upon reasonable notice, give the A&M System or its authorized representative the opportunity at a reasonable time of inspecting, examining, auditing and copying during normal business hours, such of Respondent's business records which are directly relevant to the financial arrangements set forth herein. The cost of such inspection, examination, and audit will be at the sole expense of the party requesting the inspection; provided, however, that if an audit reveals an underpayment of commissions by 5% or more, Respondent shall be responsible for all costs and expenses associated with such audit. Any examination, inspection or audit shall be conducted at the Respondent's Premises as described herein or at such other reasonable location. Respondent understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335©, 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. Such records shall include, without limitation, all reports, records, financial information, and other documents relating to the Services, including but not limited to financial statements, reports of capital investments, cash collection reports, route inventory cards, sales reports, and commission report. Respondent will include this provision in all contracts with permitted subcontractors. In addition, Respondent shall, upon reasonable notice, give the A&M System or its authorized representative the opportunity at a reasonable time during normal business hours to inspect, examine, audit, and copy such of Respondent's business records which are directly relevant to the financial arrangements set forth this Agreement. The cost of such inspection, examination and audit will be at the sole expense of the A&M System and such inspection, examination and audit shall be conducted at the Respondent locations where said records are normally maintained.

3.2.7 Employees

Respondent shall recruit, hire, train, direct and discipline the necessary employees to operate on the ENMED building and such employees will adhere to the guidelines of the A&M System and Respondent shall ensure that all staff are properly uniformed and wear identification that is acceptable to the A&M System. Respondent agrees to comply with and observe all applicable policies, regulations, rules and procedures of and concerning conduct on the ENMED building that the A&M System imposes upon employees and agents. Respondent shall require all employees to meet the applicable health standards prescribed by municipal, state and federal laws and regulations. In addition, Respondent must perform appropriate criminal background and sex offender screenings on all employees. Respondent shall determine on a case-by-case basis whether each individual assigned to perform the Services meets the screening requirements and restrictions of Respondent. If Respondent or the A&M System objects to the continued employment of any of Respondent's employees, it will so notify Respondent in writing, stating the reason for such objection. Respondent will immediately terminate such employee or remove them from the Facility.

3.3 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 each of the types of services identified in Section 3.1.

2. Complete description of the services offered for the location identified in Section 3.1. This shall include at a minimum the food and beverage options available and how the location will be managed and operated.
3. Timeline for when services could be available and operational for the location listed in Section 3.1. Note the requirements stated in Section 3.2.1.
4. Describe how you will maintain PCI compliance in the applicable areas to include information on the systems you will be using and any requirements/expectations you will have of the A&M System.
5. Provide documentation to demonstrate compliance with any health certifications and permits necessary for operations proposed.
6. Revenue Proposal. Your proposal should indicate any and all percentages to be paid to the A&M System for each of the services listed in Section 3.1. This may be provided by the type of service or as a whole for all services.
7. Length of Terms. Provide proposed length of initial term and possible renewal options within the ten (10) year maximum as stated within Section 1.6.

3.4 Company References

Respondents shall provide at least three (3) references, preferably one from an institution of higher education 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.

3.5 HUB Subcontracting Plan

It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in prime contracts and subcontracting. The goal of the HUB Program is to promote equal access and equitable opportunity in A&M System contracting and purchasing.

Subcontracting opportunities are defined as those opportunities contracted with a vendor to work, supply commodities, or contribute toward completing work for a governmental entity. Each Respondent shall indicate what portion(s) of the scope they anticipate to subcontract, if any. The Respondent is required to submit a properly completed HUB Subcontracting Plan (HSP) form to document their good faith effort to solicit and use State of Texas certified HUB vendors to a perform portion(s) of the scope as defined in this RFP.

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

The HSP form can be found here: <https://www.tamus.edu/business/hub-procurement/hub-programs-3/>. The Respondent shall complete Section 1, Section 2a, and Section 4 of the HSP form, properly completing all subsequent steps as stated on the HSP form.

If the Respondent shall subcontract with a vendor(s) with which a pre-existing agreement exists, the Respondent shall list these in Section 2b of the HSP form and provide an explanation with the RFP response as to why solicitations were not done (e.g. contractual requirements). If the Respondent shall subcontract with a vendor(s) with which no pre-existing agreement exists, then the Respondent shall make a good faith effort according to the instructions as stated on the HSP form, which may include providing supporting documentation.

If the Respondent shall self-perform the entire scope, a statement which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources is required. This statement shall be documented in Section 3 of the HSP form.

For information regarding the HUB Subcontracting Plan (HSP) form requirements, please contact Ms. Porschia Tolbert, A&M System HUB Program Director, at ptolbert@tamus.edu for assistance. Respondents may submit a draft of the HSP form at least five business days prior to submittal of their response to the RFP for review by Ms. Tolbert.

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.

4.2 GOVERNING LAW

The validity of any resultant agreement and all matters pertaining to any resultant agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

4.3 NON-DISCRIMINATION

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

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 this contract, 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 the 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 the resultant agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

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 A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this RFP, as well as any other disclosure of information required by applicable Texas law.

- (b) Upon an A&M System written request, Respondent will provide specified public information exchanged or created under this RFP that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to A&M System in a non-proprietary format acceptable to A&M System. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which A&M System has a right of access.
- (c) Respondent acknowledges that A&M System may be required to post a copy of the fully executed Agreement(s) as a result of this RFP on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

4.15 OWNERSHIP OF DOCUMENTS

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

4.16 INSURANCE

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

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

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

- B. Automobile Liability
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with

limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. **Commercial General Liability**

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

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

- D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$2,000,000 each occurrence, \$4,000,000 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 (2) years after the expiration of cancellation of the agreement.
- E. **Contractor's Employee Dishonesty Insurance** will be endorsed with a Client's Property Endorsement (or equivalent) to protect the assets and property of the A&M System with limits of not less than \$1,000,000 per claim. Respondents or subcontractor's insurance will be primary to any insurance carried by the A&M System. If Respondent has property of the A&M System in its care, custody or control away from [Member's] premises, Respondent will provide bailee coverage for the replacement cost of the property. Contractor's Employee Dishonesty policy will name the A&M System as Loss Payee.
- F. Respondent will deliver to the A&M System: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of the agreement and prior to the performance of any services by Respondent under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

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

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System.

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

Any deductible or self-insured retention must be declared to and approved by the A&M System prior to the performance of any services by Respondent under the agreement. Respondent is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by the agreement will be mailed, faxed, or emailed to the following the A&M System contact:

The Texas A&M University System
Attn: Jeff Zimmermann
301 Tarrow Street, Rm 273
College Station, TX 77840
Email Address: zimmermann@tamus.edu

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

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 Executive Vice 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 this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335©, *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 this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

4.21 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

If Respondent is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, by submitting a proposal, the Respondent certifies it does not and will not, during the performance of any resultant agreement, boycott Israel. Respondent acknowledges any 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 any resultant agreement may be terminated if this certification is or becomes inaccurate.

4.23 VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES AND TRADE ASSOCIATIONS

Respondent agrees that in accordance with Section 2274.002, Texas Government Code, Respondent (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the Term of any resultant agreement against a firearm entity or firearm trade association.

4.24 VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES

Respondent agrees that in accordance with Section 2274.002, Texas Government Code, Respondent (1) does not boycott energy companies, and (2) will not boycott energy companies during the Term of any resultant agreement

4.25 ASSIGNMENT

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

EXHIBIT A
EXECUTION OF OFFER
RFP01 SOBA-23-161
DATE: _____

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

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

Addenda Acknowledgment

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

No. 1 _____ Date _____	No. 3 _____ Date _____
No. 2 _____ Date _____	No. 4 _____ Date _____

A.2 Signature

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

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it 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 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 as requested in the spaces below. Failure to manually sign or with electronic signature (i.e., DocuSign or Adobe Sign) in the Authorized Signature line below will disqualify the proposal response. The person signing shall show title or 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 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 _____, 2023.

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

_____. My commission expires: _____