



**TEXAS A&M UNIVERSITY- CORPUS CHRISTI
PURCHASING DEPARTMENT
6300 OCEAN DRIVE
CORPUS CHRISTI, TX 78412**

**REQUEST FOR PROPOSAL
RFP NUMBER: TAMU-CC-RFP-26-0001
Online Proctored Testing**

**PROPOSAL MUST BE RECEIVED PRIOR TO:
2:00 P.M. Central Time on January 6, 2026**

**PROPOSALS SHOULD BE UPLOADED TO:
<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>**

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:
Will Hobart, Director of Procurement & Disbursements
Texas A&M University-Corpus Christi
Purchasing Department
361-825-2616
Email: Will.Hobart@tamucc.edu

All proposals shall become the property of Texas A&M University-Corpus Christi and the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 5G for more information regarding confidential and proprietary information.

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SECTION 1 - INTRODUCTION

1.1 Scope

Texas A&M University – Corpus Christi is seeking proposals of the implementation of online proctored testing systems (“solution”) to ensure we have the best available tools for our faculty and students to improve their teaching, learning, and testing processes.

By submitting responses, each Respondent certifies that it understands this Request for Proposal (“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. Proposals shall be in accordance with the terms, conditions, and requirements set forth in this RFP.

Vendor acknowledges that as a third-party servicer participating in a program, it is subject to the authority and governance of the Department of Education (DOE) including without limitation, dear colleague letters and any related laws, rules, or regulations, as may be amended and published by the DOE from time to time.

1.2 About Texas A&M University-Corpus Christi

Texas A&M University-Corpus Christi is a vibrant, Hispanic and Minority Serving Doctoral Research Institution recognized for its academic programs and renowned faculty. Undergraduate, master’s, and doctoral students choose from more than 85 academic programs, and students benefit from individualized and immersive learning experiences. The university is one of 135 institutions listed as an R2-High Research Activity campus by the Carnegie Commission on Higher Education. It is the premier, urban doctoral-granting institution in South Texas, supporting a UAS test site, two institutes, and more than 40 research centers and labs. The Island University proudly continues its heritage of teaching excellence, innovation, and community engagement as part of the Texas A&M University System.

1.3 Priorities/Expectations

Respondents should note the following priorities/expectations with regard to the possibility of Texas A&M University-Corpus Christi establishing a contractual relationship with any Respondent:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all Texas A&M University-Corpus Christi Members in a timely, cost-effective manner. Texas A&M University-Corpus Christi is seeking a Respondent or Respondents 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 completion of services as determined by Texas A&M University-Corpus Christi.
- (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 Texas A&M University-Corpus Christi.

1.4 Calendar of Events

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	November 25, 2025
Deadline to Submit Questions	December 9, 2025
Release of Addendum (if applicable)	December 16, 2025

Responses Due	January 6, 2026 by 2:00 p.m. Central Time
Interviews (at Texas A&M University-Corpus Christi's option)	TBD
Selection of Respondents	TBD

Texas A&M University-Corpus Christi 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 Texas A&M University-Corpus Christi and/or in the event Texas A&M University-Corpus Christi requires more time to ensure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.5 Performance Period

Should Texas A&M University-Corpus Christi, in its sole discretion, enter into an Agreement with one or more successful Respondents as a result of this RFP, the resultant Agreements shall be effective upon execution for a five (5) year period, with the option to extend for two (2) additional one (1) year periods. Texas A&M University-Corpus Christi reserves the right to amend the terms of any resultant agreement as necessary to meet state or federal requirements. The University shall give the Contractor written notice of its intent to extend no less than ninety (90) days prior to the expiration of the Contract, and if the University elects to extend, any proposed changes in Contract terms shall be specified in writing as part of the written notice. The Contractor shall have thirty-(30) days from the date of receipt of this written notice to accept or take exception to any of the proposed renewal terms. The exceptions shall be negotiated between the University and the Contractor during, the following thirty (30) days. Upon mutual agreement of the parties concerning extension terms, the Contractor shall sign the extension notice and send it back to the University. If no agreement can be reached, the Contract shall terminate. In the event of termination, the contractor shall continue services under the original contract terms until a new contractor can be identified. In the event of Contract extension, the Contractor will be required to provide complete and current submittals prior to each extension, including, but not necessarily limited to, insurance certificates and financial statements.

SECTION 2 - INSTRUCTIONS FOR RESPONDENTS

2.1 General Information

Texas A&M University-Corpus Christi is seeking proposals from qualified companies to provide Cleaning Services for online proctored testing systems. This RFP outlines the scope and requirements within Section 3. While it is the intent of Texas A&M University-Corpus Christi to establish an Agreement with a single qualified provider for the services stated within this RFP, there is no guarantee that an award will be made, or any agreement executed.

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.

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

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit, or extend the scope of intent of the respective clauses. Whenever the terms "must" "shall" "will" "is required" or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the Respondent's response. Any deviation or exception from RFP specifications must be clearly identified by the Respondent in its submittal.

Expenses for developing and presenting proposals shall be the entire responsibility of the Respondent and shall not be chargeable to Texas A&M University-Corpus Christi. All documentation submitted with the proposal response will become the property of Texas A&M University-Corpus Christi and the State of Texas.

2.2 Examination of the Request for Proposal

Before submitting, each Respondent will be held to have examined Texas A&M University-Corpus Christi 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 of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions

All proposals must be received by Texas A&M University-Corpus Christi, no later than **January 6, 2026 by 2:00 p.m. Central Time.**

It is each Respondent's responsibility to ensure that the entire submittal response is received by Texas A&M University-Corpus Christi by the deadline stated above regardless of submission method. **Late proposal responses will not be considered under any circumstances.**

Proposals may be submitted via:

U.S. POSTAL SERVICE:
Texas A&M University-Corpus Christi
TAMU-RFP-25-0004
Purchasing Department
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78412-5731

HAND DELIVER or EXPRESS MAIL TO:
Texas A&M University-Corpus
TAMU-RFP-25-0004
Purchasing Building
6300 Ocean Drive, Room 115A
Corpus Christi, TX 78412-5731

2.4

2.5 Proposal Components

The following documents and all requirements from noted sections are to be returned as part of your proposal submittal. Failure to include these documents may be basis for response disqualification.

I. **Proposal**

- ✓ Cover Letter to include a brief introduction with interest and capability of the Respondent.
- ✓ Table of Contents
- ✓ Proposal response, to include Sections 4.1 – 4.7

II. **Forms**

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ HUB Subcontracting Plan (Section 4.8)

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

Note: Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature as well as the notarization on this document may be done electronically with DocuSign, Adobe or another similar tool. An agreement may not be executed with the awarded Respondent until this document is fully signed and notarized.
- Respondents shall submit one (1) original HUB Subcontracting Plan (HSP), one (1) of Section 5, Execution of Proposal, along with one **(1) original and four (4) digital copies (one each on individual USB thumb drives) of the Proposal.**

2.6 Inquiries and Interpretations

All questions concerning this RFP are to be directed, in writing, to Will Hobart, Purchasing Department to will.hobart@tamucc.edu. Respondent may not contact other individuals at Texas A&M University-Corpus Christi to discuss any aspect of this RFP.

Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and any attachment, should be presented in writing. **Deadline for submission of questions is December 9, 2025.** Texas A&M University-Corpus Christi will publish, on it's website, all questions with responses according to the schedule in Section 1.4.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment and posted the Texas A&M University-Corpus Christi purchasing website. The website can be found at:

<https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/bid-opportunities.php>

It is the responsibility of all Respondents to check the Texas A&M University-Corpus Christi purchasing website for any and all addenda issued for this RFP. All such addenda/amendments issued by Texas A&M University-Corpus Christi prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in Exhibit A – Execution of Offer. Only those Texas A&M University-Corpus Christi inquiries receiving a public reply via formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.7 Selection Process

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

Texas A&M University-Corpus Christi will base its choice on demonstrated competence, knowledge, and qualifications, on the reasonableness of the proposed fees for the services, and on the demonstrated ability to include businesses certified as a Historically Underutilized Business (HUB) in the state of Texas in the performance of a percentage of the scope of work; and if other considerations are equal, give preference to a Respondent who is certified as a HUB in the state of Texas, whose principal place of business is in the state of Texas, or who will manage the contract wholly from an office in the state of Texas.

The Respondent selected will be the one whose experience and qualifications, as presented in response to this RFP, establish them, in the opinion of Texas A&M University-Corpus Christi, as well-qualified and offering the greatest benefits, experience and value to Texas A&M University-Corpus Christi. Texas A&M University-Corpus Christi may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Texas A&M University-Corpus Christi determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that Respondent. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Respondent’s proposal as negotiated.

The most qualified Respondents as determined by Texas A&M University-Corpus Christi MAY BE REQUIRED to interview with the evaluation committee before the final selection(s). If interviews are required, they will be done online through video conferencing, or in person if allowed at the time by Texas A&M University-Corpus Christi guidelines and agreed to by both parties. Texas A&M University-Corpus Christi will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, submission or interviews that may be conducted.

Submission of proposals indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by Texas A&M University-Corpus Christi during the evaluation process. The selection of the successful proposal(s) may be made by Texas A&M University-Corpus Christi on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal(s) may be made by Texas A&M University-Corpus Christi on the basis of negotiation with any of the Respondents. Texas A&M University-Corpus Christi 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, Texas A&M University-Corpus Christi 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.

Texas A&M University-Corpus Christi may perform reference checks and seek further information, as needed from all Respondents whose proposals Texas A&M University-Corpus Christi, at its discretion, considers viable, based on the initial evaluation and scoring. The Respondent’s response to this requirement officially authorizes Texas A&M University-Corpus Christi to contact these organizations to discuss the services and other considerations that the Respondent has provided to such organizations and authorizes the organizations to provide such information to Texas A&M University-Corpus Christi and

Respondent shall and hereby does release and hold harmless Texas A&M University-Corpus Christi, 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.

Texas A&M University-Corpus Christi reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive Respondent(s).

SECTION 3 - SCOPE AND SUPPORT

3.1 General

Texas A&M University-Corpus Christi is requesting proposals for provision of services described in the scope of work below to support online proctored testing. The required scope will be included in the evaluation of every response within the Scope of Work. Discuss the steps to accomplish each task whenever possible. The solution offered must meet the requirements stated in each section below. General Scope of Work.

3.2 System Administration, Security, and Support

3.2.1 System Requirements

The end users of online proctored testing services use a wide range of devices to complete their coursework and tests. Online proctoring solutions must work on the devices used by end users.

- 3.2.1.1 What web browsers do you support?
- 3.2.1.2 What desktop/laptop operating systems do you support?
- 3.2.1.3 What mobile operating systems do you support?
- 3.2.1.4 Describe the minimum bandwidth required for proctoring.

3.2.2 System Implementation and Ongoing Support

Institution and agency staff may require assistance and guidance in implementing and maintaining the solution integration. End users, faculty, and support staff also require support and documentation after implementation. Online proctoring solutions must provide appropriate levels of support and documentation during and after implementation.

- 3.2.2.1 Describe the levels of technical support you provide for implementation?
- 3.2.2.2 Describe the documentation you provide to support implementation?
- 3.2.2.3 Describe what access to student computers/devices are required for proctoring.
- 3.2.2.4 Describe the implementation process and timeline.
- 3.2.2.5 Describe the general support and training you provide to system administrators, faculty, and students. If there is an additional cost for your system to provide different levels of support, then specify in the cost criteria of this RFP.
- 3.2.2.6 What provided training and support is outsourced to third parties?
- 3.2.2.7 Do you provide 24/7 support to administrators, faculty, and students?

3.2.3 System Security and Disaster Recovery

System institutions and agencies have specific system security and disaster recovery requirements. This includes security of student identifiable information. Online proctoring solutions must meet State, System, and institutional security and data recovery requirements.

- 3.2.3.1 Are systems stored on U.S. based servers?
- 3.2.3.2 Can services be limited to U.S. based servers?
- 3.2.3.3 Are live proctors U.S. based?
- 3.2.3.4 Can live proctors be limited to U.S. based?
- 3.2.3.5 Describe how you monitor system security.

- 3.2.3.6 Describe how you communicate security issues or events with the customer.
- 3.2.3.7 Do you have a published disaster recovery plan.
- 3.2.3.8 How often do you test your disaster recovery plan?
- 3.2.3.9 Describe how you coordinate disaster recovery tests with the customer.
- 3.2.3.10 Describe the reports and documentation you provide relating to disaster recovery plans and tests?
- 3.2.3.11 Does data collection and storage meet FERPA requirements?
- 3.2.3.12 What student data is stored during the authentication process?
- 3.2.3.13 What student biometric data is stored during the authentication process?
- 3.2.3.14 Describe how student data is protected.

3.2.4 Product Integration

The online proctoring solution must work with multiple internal and external systems. TAMU-CC utilizes the Canvas learning management system.

- 3.2.4.1 Do you support Canvas Learning Management System (LMS) integration and how do you integrate with them?
- 3.2.4.2 What single sign-on authentication do you support (e.g., SAML, LTI, API)
- 3.2.4.3 In what ways do you integrate or support third party content (e.g., Cengage, McGraw- Hill, Pearson)

3.2.5 Administrative Reporting & Usage Data

- 3.2.5.1 What data reporting mechanisms are available via the online proctoring system (i.e. usage, testing violations, faculty data dashboard).

3.2.6 Accessibility

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

- 3.2.6.1 Provide your Accessibility Conformance Report (ACR) with your RFP response. At a minimum your ACR should address accessibility, keyboard navigation, and screen reader accessibility. <https://www.itic.org/policy/accessibility/>
- 3.2.6.2 Provide Policy Driven Adoption Vendor Self-Assessment (PDAA) with your RFP response. This Information and Communications

Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations. http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/Policy_Driven_Adoption_Vendor_Self-Assessment.docx

- 3.2.6.3 Are all areas of your application fully Unicode compliant in terms of both data entry and display?
- 3.2.6.4 Does your application fully support the major world orthographies (i.e., Chinese, Japanese, Arabic), including those with non-English directionality (R-L, or top to bottom)? Can it accommodate any practical orthographic tradition (i.e., Cherokee syllabics) that can be handled within Unicode?
- 3.2.6.5 What is your timeline for making the solution fully accessible?

3.3 Online Proctoring Services

3.3.1 Proctoring Services

End users come from a wide technical background and possess different technical skills. Online proctoring solutions should provide the widest range of services while maintaining ease of use for all users.

- 3.3.1.1 Describe the levels of identity verification and proctoring you provide (e.g., identity verification only, levels of proctoring). Provide cost of each type in the proposal.
- 3.3.1.2 Describe the methods of proctoring you provide (e.g., biometric, live proctoring, AI, hybrid).
- 3.3.1.3 Describe the scheduling methods, timelines, and associated costs for each proctoring methods.
- 3.3.1.4 Describe each process of proctoring from the student perspective.
- 3.3.1.5 Describe each process of proctoring from the faculty perspective.
- 3.3.1.6 Describe how many users each proctor observes for each proctoring method.
- 3.3.1.7 Describe the student authentication process to ensure their identity and enrollment in the course to begin the exam.
- 3.3.1.8 Describe the process to ensure student identity throughout the assessment.

3.3.2 Exam Security

Exams and assessments have varying security and academic integrity requirements. Online proctoring solutions should be versatile in meeting faculty proctoring needs.

- 3.3.2.1 Describe how authentication and security levels can be selected or customized per class or exam by the faculty member.
- 3.3.2.2 Describe how authentication and security levels can be selected or customized at the university/institution or college/department level.

- 3.3.2.3 Describe how the product ensures students cannot access resources outside of the testing environment.
- 3.3.2.4 Describe process for “whitelisting” software tools and web sites for specific tests or exams.
- 3.3.2.5 Describe the process to ensure the integrity of the testing environment.
- 3.3.2.6 Describe the method used to ensure the security of testing materials during exam sessions.

3.3.3 Proctor Reporting

An important part of proctoring services is identification and reporting of possible academic integrity violations during testing. Evidence of such violations may be needed by faculty members, student, or staff for administrative action. Online proctoring solutions must provide secure and timely reporting of possible violations and maintain such evidence for sufficient time.

- 3.3.3.1 Describe how possible violations of academic integrity are identified.
- 3.3.3.2 Describe the method of reporting any breaches of academic integrity during the exam sessions.
- 3.3.3.3 Describe the types of reports available to students, faculty, and staff.
- 3.3.3.4 Describe your retention policy and timeline for storing records and evidence of possible testing violations.

3.3.4 TX-RAMP Certification

Respondent’s product must meet the Texas Department of Information Resources (“DIR”) definition of a cloud computing service. Respondent shall provide A&M System with evidence of its TX-RAMP compliance and certification at least thirty (30) days prior to the start of any agreement.

SECTION 4 - PROPOSAL RESPONSE

The Respondent recognizes that in its selection process Texas A&M University-Corpus Christi will rely, in part, on the answers provided in response to this Section. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete.

4.1 Company Profile

- A. Provide a contact name for this RFP response, including title, address, telephone number and email address.
- B. Number of years in business: _____
- C. Number of Employees: _____ (company wide) _____ (relevant branch office(s))
- D. Annual Sales Volume: _____ (company wide)
- E. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- F. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the Agencies.
- G. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

4.2 Technical Proposal

Respondent should describe how their online proctoring solutions and related services can address the overall needs and requirements of the A&M System as described in *SECTION 3 – SCOPE AND SUPPORT*.

In responding to these requirements Respondent shall:

- Discuss the steps to accomplish each requirement as identified and stated in Section 3.
- The Technical Proposal should be structured to address each sub-section in Section 3 (e.g., Grading, Scheduling, Examinations, etc.). Include screenshots, process flows, schedules, lists, etc. that demonstrate the scope of the system to meet the scope of work – sub section by sub section.

4.3 Vendor Qualifications

Respondent shall provide a response to the following items:

- A. Respondent must furnish at least four references from clients from the past three years for services provided similar in scope, size, and complexity to the scope of services described in Section 3 above. If possible, Texas A&M University-Corpus Christi requests that two of the references come from institutions of Higher Education and/or other public sector entities and ideally from schools within the Texas A&M University System.
 - Company/Agency name & address
 - Contact person name & title

- Contact phone number and email address
 - Summary of services provided
- B. Has Respondent worked with the Texas A&M University System or any of its Members in the past two years? If yes, provide the specific member of the Texas A&M University System, point of contact (name, title, phone number, and email address), and a brief description of the work performed.
- C. Has Respondent had any work non-renewed or cancelled for any reason in the past five years? If so, please provide details on work, agency, and time frame.
- D. Describe Respondent's core service offerings with particular reference to online test proctoring services and Texas A&M University-Corpus Christi's requested services as discussed in this RFP.

4.4 Pricing Proposal

Respondent shall provide a complete pricing proposal for the Services offered to include the following items as applicable.

- A. Initial Implementation or Set-Up Fee
- B. Annual recurring license or subscription – include all possible options in the pricing of this support and applicable terms
- C. Any other annual charges.

Note: This pricing shall be based with the understanding that each Member will determine which Online Proctoring tool to implement from the awarded Respondents according to its needs. Respondents may provide additional pricing options that would provide discounts if multiple Members selected its Online Proctoring tool.

4.5 Proposal Considerations

- A. Proposals must include the required Texas A&M University-Corpus Christi resources (People, Processes, Capabilities) to ensure the model(s) success
- B. Proposal solution must include pricing and rate cards for five (5) years to coincide with the initial term of an Agreement.
- C. Proposal price must include cost of relevant tool licensing to deliver services.
- D. Proposal must include how vendor proposes to accomplish connectivity, should service delivery approach require remote resources, including minimum required bandwidth.
- E. Any additional costs such as travel must be quoted as a separate line item. Allowed travel expenses must be in compliance with the State of Texas Travel Guidelines as defined by the Comptroller of Public Accounts.

4.6 Historically Underutilized Business (HUB) Requirements

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

As subcontracting opportunities may be possible, each Respondent is **required** to submit a

properly completed HUB Subcontracting Plan (HSP) form for the scope of work defined within this RFP. A subcontracting opportunity is defined as any portion(s) of the scope contracted with a vendor to work, supply commodities for, or contribute towards completing work for a governmental entity.

The HUB participation goal for this RFP is 13.06% and every effort shall be made to achieve this goal through subcontracting opportunities, mentor protégé relationships, or other means of meaningful business relationships to increase the capacity and utilization of HUB firms. Maximizing meaningful opportunities to HUBs is of the utmost importance to Texas A&M University-Corpus Christi.

Failure to submit a properly completed HSP may be considered a material failure to comply with the requirements of this RFP and may result in rejection of the response.

HSP FORM REQUIREMENTS

The HSP form shall be completed in accordance with the instructions outlined on the form, which can be found here: [Texas A&M University-Corpus Christi HSP form](#). The HUB goal stated within this RFP shall take precedence over any standard goal stated on the HSP form. The Respondent shall perform a Good Faith Effort, as applicable, and fulfill the requirements as stated in the HSP form. The Respondent shall list each anticipated subcontracting opportunity, if any, in Section 2b on the HSP form and complete the applicable attachment (Method A or Method B).

ADDITIONAL INFORMATION & ASSISTANCE

For more information or assistance in properly completing this requirement of this RFP, the Respondent may contact Mr. Ruben Gonzalez at hub@tamucc.edu, or by phone at 361-825-5822. The Respondent may also submit a draft of their team's HSP form prior to submittal of their response to the RFP for review by Mr. Gonzalez. Texas A&M University-Corpus Christi HUB Program requests that drafts be submitted at least five (5) business days prior to the RFP due date to allow sufficient time for the review.

SECTION 5 - GENERAL TERMS AND CONDITIONS

- A. TERMS AND CONDITIONS: Texas A&M University-Corpus Christi reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which Texas A&M University-Corpus Christi determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. Texas A&M University-Corpus Christi reserves the right to award to the company, or companies, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates Texas A&M University-Corpus Christi 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 Texas A&M University-Corpus Christi without penalty or obligation at any time prior to the signing of a contract.

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

1. **PAYMENT TERMS.** It is the policy of TAMUCC and the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount or other terms have been arranged within the Contract.
2. **USE OF NAME. Trademarks.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (it's "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
3. **PUBLIC INFORMATION.**
 - a. PROVIDER acknowledges that TAMUCC 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 TAMUCC's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMUCC.
 - c. PROVIDER acknowledges that TAMUCC may be required to post a copy of the 1 of 11 Rev. 10/15/2025 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 PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

4. **DISPUTE RESOLUTION.** To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUCC and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and CFO of TAMUCC, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives TAMUCC's sovereign immunity to suit or liability and TAMUCC has not waived its right to seek redress in the courts.
5. **INSURANCE.** If applicable and referenced in the Purchase Order, PROVIDER shall obtain and maintain, for the duration of the Contract or longer, the minimum insurance coverage set forth in Exhibit B.
6. **BONDING.** If applicable and referenced in the Purchase Order, PROVIDER shall obtain and provide performance and payment bonds using the TAMUCC forms.
7. **HUB SUBCONTRACTING PLAN.** If applicable and referenced in the Purchase Order, PROVIDER shall complete and submit a HUB Exhibit A Page 2 Subcontracting Plan according to the instructions listed in Exhibit C.
8. **INFORMATION TECHNOLOGY.**
 - a. **Access by Individuals with Disabilities.** PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the Texas Administrative Code and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, TAMUCC may immediately terminate this Agreement, and PROVIDER will refund to TAMUCC all amounts paid by TAMUCC under this Agreement within thirty (30) days following the effective date of termination.
 - b. **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on MEMBER's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Agreement constitutes or is intended to constitute a waiver of MEMBER's or the state's sovereign immunity.

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- c. Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of TAMUCC's data. PROVIDER shall periodically provide TAMUCC with evidence of its compliance with Security Controls within thirty (30) days of TAMUCC's request.
 - d. Data Privacy. PROVIDER shall hold MEMBER's data in confidence. PROVIDER shall only use or disclose MEMBER's data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by MEMBER. PROVIDER shall restrict disclosure of the MEMBER's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the MEMBER's data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement. PROVIDER shall, within two (2) business days of discovery, report to MEMBER any use or disclosure of MEMBER's data not authorized by this Agreement or in writing by MEMBER. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the MEMBER data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by MEMBER. PROVIDER must promptly notify MEMBER of any legal request for MEMBER's data from a third party and take (and assist MEMBER in taking) appropriate steps not to disclose such MEMBER data. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by MEMBER, shall return all MEMBER data to MEMBER in its possession (or in the possession of any of its subcontractors or agents) or delete all such MEMBER data if return is not feasible. PROVIDER shall provide MEMBER with at least ten (10) days' written notice of PROVIDER's intent to delete such MEMBER data, and shall confirm such deletion in writing.
 - e. Cloud Computing Services. As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide TAMUCC with evidence of its TX-RAMP compliance and certification within thirty (30) days of TAMUCC request and at least thirty (30) days prior to the start of any renewal term of this Agreement.
 - f. Cyber Security Training. Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to TAMUCC's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by TAMUCC. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement.

PROVIDER shall verify completion of the program in writing to TAMUCC within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for TAMUCC to terminate this Agreement for cause in accordance with the provisions of Section 4 of this Agreement.

- g. Disaster Recovery Plan. Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.
9. EXPORT CONTROLS. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce (the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
10. MISCELLANEOUS.
- a. Indemnification. PROVIDER agrees to indemnify and hold harmless TAMUCC from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under the Contract.
 - b. Independent Contractor. PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TAMUCC. TAMUCC will have no responsibility to provide transportation, insurance or other fringe benefits normally Exhibit A, Page 3 associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMUCC relative to conduct on its premises.
 - c. Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas 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."
 - d. Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under the Contract may be applied directly toward certain debts or delinquencies that PROVIDER 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.

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- e. Previous Employment. PROVIDER acknowledges and understands that Section 2252.901, Texas Government Code, prohibits TAMUCC from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve months. If PROVIDER is an individual, by signing the Contract, PROVIDER certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
 - f. Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for TAMUCC under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event TAMUCC becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, TAMUCC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Nonconformance to this requirement may be grounds for termination of this Agreement by TAMUCC.
 - g. Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
 - h. State Auditor's Office. PROVIDER understands that acceptance of funds under the Contract 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. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
 - i. Severability. If any provisions of the Purchase Order 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 the Purchase Order, as modified, enforceable, and the remainder of the Purchase Order 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.
 - j. Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under the Contract without the prior written consent of TAMUCC.
 - k. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with

prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- l. **Loss of Funding.** Performance by TAMUCC under the Contract 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, TAMUCC will issue written notice to PROVIDER and TAMUCC may terminate the Contract without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TAMUCC.
- m. **Governing Law.** The validity of the Contract and all matters pertaining to the Contract, 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.
- n. **Venue.** Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMUCC shall be in the county in which the primary office of the chief executive officer of TAMUCC is located, which is Nueces County, Texas.
- o. **Non-Waiver.** PROVIDER expressly acknowledges that TAMUCC is an agency of the State of Texas and nothing in the Contract will be construed as a waiver or relinquishment by TAMUCC of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- p. **Copyrights & Patents.** PROVIDER shall not provide to the TAMUCC any materials or services that infringe any intellectual property, privacy, or other right of any party. If PROVIDER becomes aware of any possible infringement claims, PROVIDER shall immediately notify the TAMUCC in writing. As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or service infringes any intellectual property, privacy, or other right, PROVIDER shall indemnify and defend The Texas A&M University System, and their regents, officers, employees, representatives, agents, and students those Indemnitees against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding.
- q. **Conflict of Interest.** By executing the Contract, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The TAMUCC or The TAMUCC Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The TAMUCC, has direct or indirect financial interest in the award of the Contract, or in the services to which the Contract relates, or in any of the profits, real or potential, thereof.
- r. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Exhibit A Page 5 Code, Chapter 2271 applies to the Contract, Vendor/Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of the Contract. Vendor/Contractor acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.

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- s. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges the Contract may be terminated if this certification is or becomes inaccurate.
 - t. 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.
 - u. Certification Regarding Products from the Gaza Strip. PROVIDER represents and warrants that the goods it provides to TAMUCC under this Agreement, if any, are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
 - v. 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.
 - w. Vendor Certification. PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER for all prepaid costs.
 - x. Certification as to Discrimination Against Firearm Entities. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
 - y. Certification as to Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of the Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. PROVIDER acknowledges that a false certification is grounds for immediate termination of any resulting contract or purchase order with no further obligation on the part of TAMUCC.

EXHIBIT A EXECUTION OF OFFER

TAMU-CC-RFP-25-0004

DATE: _____

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

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

Addenda Acknowledgment

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

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

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

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at Texas A&M University-Corpus Christi' 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 Texas A&M University-Corpus Christi;
- (v) Respondent has not been an employee of Texas A&M University System within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xi) under Section 231.006, Family Code, the Respondent or applicant certifies that the individual or business entity named in this RFP, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resultant agreement may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that any resultant agreement may be terminated and payment withheld if this certification is inaccurate.

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

Federal EIN/Taxpayer ID #: _____

Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

<p>* 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).</p>

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 Texas A&M University-Corpus Christi or any employee thereof, or any person, firm or corporation under contract with Texas A&M University-Corpus Christi whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said Texas A&M University-Corpus Christi, 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 Texas A&M University-Corpus Christi.

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 Texas A&M University-Corpus Christi, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M University-Corpus Christi, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature_____

Company Name_____

Date_____

Notary _____

Subscribed and sworn to before me this

_____ day of _____, 2024.

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

_____. My commission expires: _____

EXHIBIT C INSURANCE

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

1. Worker's Compensation

Worker's compensation insurance with the following minimum limits of coverage:

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 Texas A&M University-Corpus Christi. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

2. 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.

3. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

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 must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. Umbrella Liability Insurance \$5,000,000

5. Cyber Liability

Contractor shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover Contractor's duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

6. 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 PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER 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 two (2) years after the expiration or cancellation of this Agreement.

- B. PROVIDER shall deliver to Texas A&M University-Corpus Christi evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance 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.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("Texas A&M University-Corpus Christi") as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents and Texas A&M University-Corpus Christi.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University-Corpus Christi ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by Texas A&M University-Corpus Christi prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.

- G. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to the following Texas A&M University-Corpus Christi contact: contracts@tamucc.edu.
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by Texas A&M University-Corpus Christi in writing.
- I. Certificate Holder should read as follow:

The Board of Regents for and on Behalf of The Texas A&M University System
Texas A&M University-Corpus Christi
6300 Ocean Dr, Unit 5731
Corpus Christi, TX 78412-5731

**EXHIBIT D
REQUIRED CONTRACT TERMS**

DRAFT - DO NOT EXECUTE

SERVICES AGREEMENT
BY AND BETWEEN
TEXAS A&M UNIVERSITY – CORPUS CHRISTI
AND _____

This Services Agreement (“Agreement”) is entered into and effective _____ (the “Effective Date”), by and between **Texas A&M University – Corpus Christi**, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (hereafter referred to as “MEMBER”), and _____ **[Insert PROVIDER’s complete legal name]**, a _____ **[Insert type of entity, such as corporation, limited liability company, partnership, and state of incorporation; remove this reference if contracting with an individual]** (hereafter referred to as “PROVIDER”). MEMBER and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

MEMBER and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will perform the services as set forth in Exhibit A, Scope of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.

2. PROVIDER OBLIGATIONS

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will perform the Services substantially in accordance with PROVIDER’s marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to MEMBER.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER’s performance of this Agreement.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER’s performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues through _____ (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for _____ () additional _____ () year periods upon mutual written agreement executed by the Parties, provided that the total term of the Agreement shall not exceed five (5) years.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-

defaulting Party may terminate this Agreement upon ____ (__) days' prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such ____-day period. In the event that MEMBER terminates this Agreement pursuant to this Section, MEMBER shall receive a pro-rata refund of any pre-paid amounts.

- C. MEMBER may terminate this Agreement without cause upon ____ (__) days' prior written notice to PROVIDER.
- D. MEMBER may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by PROVIDER under this Agreement, MEMBER shall pay PROVIDER in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to PROVIDER under this Agreement will not exceed ____ dollars (\$____) without an amendment to this Agreement.
- B. PROVIDER will submit monthly invoices to MEMBER. Each invoice must reference the MEMBER purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that MEMBER may reasonably request to support the invoice amount. MEMBER will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by MEMBER in advance, PROVIDER will be reimbursed by MEMBER according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, PROVIDER will submit to MEMBER receipts, invoices and other documentation as required by MEMBER. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to MEMBER a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>

5. OWNERSHIP OF CREATED WORKS

PROVIDER irrevocably assigns, transfers and conveys to MEMBER, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to all works prepared by PROVIDER under this Agreement ("Deliverables"), including, without limitation, all copyrights, patents, trademarks, trade

secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by MEMBER. PROVIDER shall secure for MEMBER all consents, releases, and contracts and perform other reasonable acts as MEMBER may deem necessary to secure and evidence MEMBER's rights in any Deliverable.

6. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

7. COMPLIANCE WITH LAWS

- A. PROVIDER shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

[ALTERNATIVE 1: Include the following provision if contracting with a U.S. entity:]

- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified

List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

[ALTERNATIVE 2: Include the following provision if contracting with a foreign entity:]

- C. MEMBER is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by PROVIDER that PROVIDER will not export data or commodities to certain countries without advance approval of that agency. MEMBER neither represents that a license will not be required nor that, if required, it will be issued. PROVIDER shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

[SITUATIONAL: Include the following provision if MEMBER engages PROVIDER to create, access, receive or maintain student education records under FERPA’s school official exception:]

- D. For purposes of the Family Educational Rights and Privacy Act (“FERPA”), MEMBER hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or MEMBER in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

[SITUATIONAL: Include the following provision if MEMBER engages PROVIDER to process, store, or transmit credit card information on MEMBER’s behalf:]

- E. For purposes of this Agreement, “PCI DSS” means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. PROVIDER acknowledges and agrees that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of MEMBER, or to the extent that PROVIDER could impact the security of the cardholder data environment.
- E.i. PROVIDER represents and warrants that, as of the Effective Date of this Agreement, it has complied with all PCI DSS requirements and has performed the necessary steps to validate its compliance with PCI DSS. PROVIDER shall maintain such compliance for the Term of this Agreement and send documentation of its most recent validation of compliance to MEMBER annually during the Term of this Agreement. In the event that PROVIDER learns that it is no longer PCI DSS compliant, PROVIDER will notify MEMBER within two (2) business days of discovery and immediately remediate such non-compliance.
- E.ii. PROVIDER acknowledges that unauthorized access to the cardholder data environment (a “cardholder data breach”) resulting from a lapse in PROVIDER’s security obligations is grounds for early termination of this Agreement, without penalty and with immediate

effect, at MEMBER's discretion. PROVIDER agrees to comply with all laws, rules, and regulations applicable to cardholder data services, including without limitation, those laws requiring notification of individuals in the event of a cardholder data breach.

E.iii. PROVIDER agrees to indemnify and hold harmless MEMBER from and against any third-party claims, damages, or other harm related to a cardholder data breach. This provision survives termination of this Agreement.

8. INDEMNIFICATION

PROVIDER shall indemnify and hold harmless MEMBER, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

9. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

10. INFORMATION TECHNOLOGY [NOTE: Delete this section if none of the following provisions apply:]

[SITUATIONAL: Include the following provision if MEMBER will obtain electronic and Information resources from PROVIDER:]

A. Access by Individuals with Disabilities. PROVIDER represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the *Texas Administrative Code* and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). PROVIDER shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, MEMBER may immediately terminate this Agreement, and PROVIDER will refund to MEMBER all amounts paid by MEMBER under this Agreement within thirty (30) days following the effective date of termination.

[SITUATIONAL: Include the following provision if PROVIDER is authorized to access, transmit, use or store MEMBER's data:]

B. Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of MEMBER's data. PROVIDER shall periodically provide MEMBER with evidence of its compliance with the Security Controls within thirty (30) days of MEMBER's request.

[SITUATIONAL: Include the following provision if MEMBER procures cloud-computing services from PROVIDER:]

C. Cloud Computing Services. As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide MEMBER with evidence of its TX-RAMP compliance and

certification within thirty (30) days of MEMBER request and at least thirty (30) days prior to the start of any renewal term of this Agreement. In the event that PROVIDER fails to maintain TX-RAMP compliance and certification throughout the Term, including any Renewal Term, MEMBER may immediately terminate this Agreement, and PROVIDER will provide a refund to MEMBER of any prepaid fees.

[SITUATIONAL: Include the following provision if PROVIDER will have access to MEMBER's computer system or database:]

- a. **Cybersecurity Training Program.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to MEMBER's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by MEMBER. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to MEMBER within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for MEMBER to terminate this Agreement for cause.

[SITUATIONAL: Include the following provision if PROVIDER will be creating, accessing, receiving or maintaining personal identifiable information on MEMBER's behalf:]

b. **Data Privacy.**

- i. PROVIDER shall hold MEMBER's data in confidence. PROVIDER shall only use or disclose MEMBER's data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by MEMBER. PROVIDER shall restrict disclosure of the MEMBER's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the MEMBER's data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.
- ii. PROVIDER shall, within two (2) business days of discovery, report to MEMBER any use or disclosure of MEMBER's data not authorized by this Agreement or in writing by MEMBER. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the MEMBER data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by MEMBER.
- iii. PROVIDER must promptly notify MEMBER of any legal request for MEMBER's data from a third party and take (and assist MEMBER in taking) appropriate steps not to disclose such MEMBER data.
- iv. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by MEMBER, shall return all MEMBER data to MEMBER in its possession (or in the possession of any of its subcontractors or agents) or delete all such MEMBER data if return is not feasible. PROVIDER shall provide MEMBER with at least ten (10) days' written notice of

PROVIDER's intent to delete such MEMBER data, and shall confirm such deletion in writing.

[INSERT APPLICABLE NUMBER] MISCELLANEOUS

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.
- C. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to MEMBER. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable MEMBER policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- D. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- E. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER.
- F. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

- G. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- H. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- I. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: Texas A&M University – Corpus Christi
 Attn: [insert name & title]
 6300 Ocean Drive, Unit [insert]
 Corpus Christi, Texas 78412
 Telephone: (361)
 Email:

With an electronic copy to: Contracts Administration
 Email: contracts@tamucc.edu

PROVIDER: [Insert PROVIDER's complete legal name]

Attn: [insert name & title]
 [Insert PROVIDER's address]
 Telephone: _____
 Email: _____

- J. **Governing Law.** The validity of this Agreement and all matters pertaining to this 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.
- K. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located.

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- L. **Non-Waiver.** MEMBER is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that MEMBER is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by MEMBER of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of MEMBER.
- M. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.
- N. **Public Information Act.** PROVIDER acknowledges that MEMBER 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. Upon MEMBER's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- O. **Certification Regarding Business with Certain Countries and Organizations.** PROVIDER represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- P. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

- Q. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER 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.
- R. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

[SITUATIONAL: Include one of the following provisions in contracts with an expected value of over \$100,000:]

- S. **HUB Subcontracting Plan.**

[ALTERNATIVE 1: Include the following provision if no subcontracting opportunities:]

It is the policy of the state of Texas and MEMBER to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in MEMBER contracting and purchasing. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to MEMBER and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

[ALTERNATIVE 2: Include the following provision if there are subcontracting opportunities:]

It is the policy of the state of Texas and MEMBER to encourage the use of Historically Underutilized Businesses ("HUB") in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in MEMBER contracting and purchasing. PROVIDER will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan attached hereto as Exhibit ____ ("HSP"). Except as specifically provided in the HSP, PROVIDER will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, PROVIDER will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.

[SITUATIONAL: The following provision, Section U-W, can be deleted if any of the following circumstances are true: (1) Provider is an individual, (2) Provider is a business with less than 10 employees, or (3) Agreement has a value of less than \$100,000]

- T. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- U. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it 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 this Agreement against a firearm entity or firearm trade association.
- V. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.
- W. **Loss of Funding.** Performance by MEMBER under this 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, MEMBER will issue written notice to PROVIDER and MEMBER may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- X. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of MEMBER that was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.
- Y. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of MEMBER or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- Z. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- AA. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.

- BB. **Executive Order GA-43.** To the extent that PROVIDER is providing goods to MEMBER under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- CC. **Executive Order GA-48.** PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of MEMBER or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER for all prepaid costs.

[SITUATIONAL: Include the following provision if services involve RELLIS Campus:]

- BB. **Campus Secure Areas; Research Activities; Confidentiality.** The parties acknowledge that activities at the RELLIS Campus involve the conduct of research, which may be highly sensitive in nature. The parties agree that PROVIDER’s access to the RELLIS Campus (including access by its employees, agents, and subcontractors) shall be restricted to the locations and purposes described herein, or otherwise authorized by A&M System. The parties agree that all research and testing information and activities (“Research Activities”) conducted or accessed on the RELLIS Campus shall be considered Confidential Information (as defined herein) belonging to the A&M System or the individual researcher or licensee conducting the Research Activities. PROVIDER agrees that it (including its employees, agents, and subcontractors) shall comply with any security processes and procedures communicated to PROVIDER before or during PROVIDER’s access to the RELLIS Campus, and shall not attempt to access the Research Activities at the RELLIS Campus. In the event that PROVIDER (including its employees, agents, and subcontractors) should view, receive, hear, observe, or access Research Activities of any entity at the RELLIS Campus (whether from air space, office, hangar, common area, electronically, or by any other means), PROVIDER (including its employees, agents, and subcontractors) shall treat all such information as Confidential Information and shall use reasonable care to protect the Confidential Information from disclosure and not disclose, copy, photograph, record, retain, use or discuss any such Confidential Information. For purposes of this section, Confidential Information means any information not publicly known or available, including, but not limited to, sensitive, proprietary or other non-public information, or trade secrets, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through

any means of communication or observation. PROVIDER is responsible for ensuring compliance of its employees, agents and subcontractors with this section.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Texas A&M University – Corpus Christi **[Insert PROVIDER’s complete legal name]**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

EXHIBIT A – SCOPE OF WORK

[NOTE: This Scope of Work should include sufficient detail regarding the services and deliverables and clearly state what will occur, when it will occur and how it will occur.]

[SITUATIONAL: Include the following provision if an RFP was issued:]

Notwithstanding any other provision in this Agreement, PROVIDER's performance of the Services will (1) conform to the specifications and requirements of Request for Proposal No. _____ (the "RFP"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with PROVIDER's proposal, dated _____ ("PROVIDER's Proposal") which was submitted by PROVIDER in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or PROVIDER's Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.

[End of Exhibit A]

EXHIBIT B – PAYMENT TERMS

MEMBER will compensate PROVIDER as follows:

[End of Exhibit B]

EXHIBIT C – INSURANCE

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

7. Worker's Compensation

Worker's compensation insurance with the following minimum limits of coverage:

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 MEMBER. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

If this coverage is waived by System Risk Management, PROVIDER, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.

8. 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;

9. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

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 must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

10. Umbrella Liability Insurance \$5,000,000

11. Cyber Liability [NOTE: Consider including cyber liability if vendor is handling or storing MEMBER's data; discuss with risk management liaison]

PROVIDER shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover PROVIDER's duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

- K. PROVIDER shall deliver to MEMBER evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance 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.
- L. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and MEMBER as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- M. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and MEMBER.
- N. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to MEMBER ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- O. Any deductible or self-insured retention must be declared to and approved by MEMBER prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- P. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to: contracts@tamucc.edu
- Q. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by MEMBER in writing.