



TEXAS A&M UNIVERSITY-CORPUS CHRISTI

PURCHASING DEPARTMENT
6300 OCEAN DRIVE
CORPUS CHRISTI, TX 78412

REQUEST FOR PROPOSAL

RFP Number:

RFP4-0002

LICENSING: UNIVERSITY CLASS RING CLASS 195-33

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. Central Time on 02/28/2024

MAIL PROPOSAL TO:

Texas A&M University-Corpus Christi
RFP4-0002
Purchasing Department
6300 Ocean Drive Unit 5731
Corpus Christi TX 78412-5731

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Texas A&M University-Corpus Christi
RFP4-0002
Purchasing Building
6300 Ocean Drive Room 115A
Corpus Christi TX 78412

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at Texas A&M University-Corpus Christi Purchasing Department before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

DATED: 01/26/2024

REFER INQUIRIES TO:

Rachal Ganson
Texas A&M University-Corpus Christi
Purchasing Department
361-825-2513
Email: Rachal.Ganson@tamucc.edu

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SECTION I GENERAL

1.1 SCOPE

The Texas A&M University-Corpus Christi (TAMU-CC) seeks an exclusive license agreement for the Manufacture, Sale and Distribution of the Texas A&M University-Corpus Christi Official, Traditional and/or Legacy “Class” Ring in accordance with the specifications contained in this Request for Proposal (RFP). In particular, the services requested herein and to be provided under any contract(s) awarded as a result of this RFP are for the exclusive right of sales of licensed Texas A&M University-Corpus Christi class ring jewelry on the campus of Texas A&M University-Corpus Christi.

No Guarantee of Volume. The State of Texas does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting contract.

Average Number of ring sales for 2021, 2022 and 2023 are 700 each year.

1.2 CONTRACT TERM

The services requested shall be provided for a period of one (1) year, beginning **May 01, 2024**, or the last signature date, whichever is later, and ending April 30, 2025. This contract may be renewed for up to four (4) one (1) year renewal options upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the initial term.

Typically, the standard initial term for a contract is one year; however, the University is willing to entertain offers of a longer initial term if determined to be beneficial at the sole discretion of the University. Please provide details on incentives for entering a longer initial contract period.

1.3 DEFINITIONS

For purposes of this RFP, the following definitions apply:

- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed;
- (b) Addendum - A modification of the specifications issued by TAMU-CC and distributed to prospective Respondents prior to the opening of bids;
- (c) Best and Final Offer (“BAFO”)- A formal request made to selected Respondents for revisions to the originally submitted Proposal;
- (d) Contract – The contract awarded as a result of this RFP and all exhibits thereto., This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits; and
- (e) Contractor – Respondent whose Proposal results in a contract with TAMU-CC.
- (f) May – denotes an advisory or permissible action.
- (g) Must – denotes actions that are considered mandatory by the Contractor.
- (i) Protected Information – defined as data or information that has been designated as private or confidential by law or by the University. Protected information includes, but is not limited to, employment records, student records, education records, personal financial records (or other personally identifiable information), research data, trade secrets, and classified government information. Protected Information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as

Protected Information until a determination is made by the University or proper legal authority.

- (j) Shall – denotes actions which are considered mandatory by the Contractor
- (k) Should – denotes desirable action
- (l) State – denotes The State of Texas
- (m) System – denotes the Texas A&M University System
- (n) University – Texas A&M University-Corpus Christi

- 1.4 Important Notice – HUB Subcontracting Plan (HSP) NOT Required:** Pursuant to Texas Administrative Code (TAC), Sections 111.13 and 111.14, TAMU-CC has determined that subcontracting opportunities are NOT probable for this RFP. Accordingly, a completed HUB Subcontracting Plan (HSP) is NOT required to be included with any proposal submitted in response to this RFP. If you have any questions regarding these requirements, contact Ruben Gonzalez, HUB Coordinator at (361) 825-5822, ruben.gonzalez@tamucc.edu.

SECTION II STATEMENT OF WORK

2.1 SERVICE REQUIREMENTS

Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow Respondents to offer alternatives to the manner in which the services are provided. The requested services and corresponding deliverables are as follows:

Services including but not limited to the following:

1. A qualified and well-trained ring representative on campus a minimum of four (4) days for the first month of each new semester, two (2) days for every other month of each semester, and one (1) day each during summer session for the purpose of taking ring orders. For special events such as Grad Fairs, it will be mandatory that at least two (2) qualified and well-trained ring representatives be present throughout these events to assist customers with taking orders, providing product information, etc. One qualified ring representative is requested to attend Ring Ceremony one day in the Fall Semester and one day in the Spring semester.
2. The designated representative of the company will handle all ring orders received by mail or internet unless otherwise mutually agreed upon. The mail or internet order procedure will be worked out upon award of contract.
3. The Office of Alumni Engagement will oversee and direct all ring inquiries and orders on campus between official ring days and special events.
4. The ring company shall provide free of charge:
 - A. A complete sampling of rings and stones offered.
 - B. Order forms, TAMU-CC custom-printed flyers, brochures, postcards, posters, and advertisements which will be promoted on campus communication channels advertising official ring days and special events. For this TAMU-CC ring contract administered by the University Representative, it is imperative that TAMU-CC contact information is included with all flyers, ads, posters, and other promotional materials. In addition, it is imperative that prior approval by the University Representative is given before placing ads, flyers, posters, sending out postcards or mailings, etc. so that the correct TAMU-CC information, other official University-related logos and trademarks and other event information are given.
 - C. Ring sizes to insure proper sizing.
 - D. A complete manual for TAMU-CC containing current price information, ordering procedures, contact information and selling instructions.
5. Toll free number, user-friendly websites and will provide product information, ordering Procedures, technical support, live operator assistance, etc.

2.2 SUBCONTRACTORS

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

2.3 PERFORMANCE TRACKING

TAMU-CC will monitor the performance of the Contract issued under this RFP. All services under the contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

2.4 CONTRACT REQUIREMENTS AND CONDITIONS

1. TAMU-CC reserves the right to cancel the original contract or its extension by giving sixty (60) days written notice, in the event that the quality of the products, services to the customers or any other phase of the contract terms and conditions are not conformed to by the ring company. The ring company may terminate the original contract or its extension by giving ninety (90) days written notice.
2. Performance and Default: If, through any cause, the ring company shall fail to fulfill in a timely and proper manner the obligation under this proposed contract, TAMU-CC shall thereupon have the right to terminate the contract as stated above. In such event the ring company shall be entitled to receive just and equitable compensation for any satisfactory services completed. Notwithstanding, the ring company shall not be relieved of liability to TAMU-CC for damages sustained by TAMU-CC by virtue of breach of this proposed contract or failure to perform, and TAMU-CC may procure the services from other sources and hold the ring company responsible for any excess costs or loss of revenues occasioned thereby.
3. It is agreed between the parties hereto that the place for this proposed contract, its site and forum, shall be Nueces County, Texas; and in said county and state shall all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, or enforcement of this contract, shall be determined. This contract is made under and shall be governed and construed in accordance with the laws and regulations of Texas A&M University-Corpus Christi and of the State of Texas.
4. Rings sold shall meet all standard of quality set by national, state and local regulatory agencies.
5. It is agreed between the parties hereto that should any ring or similar merchandise be ordered, with deposit made at the time of order, and the purchaser of said ring fails to accept delivery and make final payment thereof for any reason other than the ring company's failure to fulfill the order in a proper manner as prescribed by the contract, TAMU-CC will not assume any financial obligation for the remaining payments thereof and the merchandise in question will be returned to the ring company.

6. Only the latest official logos and seal of TAMU-CC are to be used in making of the rings under this contract. The successful offeror will be required to comply with all of the terms and conditions relating to the use of University marks as promulgated through our authorized licensing agent Strategic Marketing Affiliates, Inc. (SMA). Please contact Strategic Marketing Affiliates, Inc. (SMA) to acquire the appropriate information for becoming a licensed vendor.
7. For information purposes, the following is a breakdown of approximate total rings sold for the last three (3) years:

Average Number of ring sales for 2021, 2022 and 2023 are 700 each year.

8. The offeror's Cost and Revenue proposal should minimally include the following:
 - Total net prices for fashion (silver and celestrum metal) rings and for all 10-karat, 14-karat and 18-karat traditional rings (including any gold surcharge) as shown in this RFP, exclusive of any sales tax.
 - A flat rate commission on each ring.
 - A flat rate commission plus an additional percentage on each ring sold over \$700.
 - Amount of marketing budget provided yearly by the organization to market the ring to Alumni and University students.
9. University Representative and Administrator of the Contract:
Executive Director of Alumni Engagement at TAMU-CC will be the University Representative and responsible for the administration of the contract.
10. The successful offeror will promptly provide to the University Representative at no expense to the University, full detailed accounting reports of all costs and sales related to this TAMU-CC account on a monthly and annual basis. These monthly reports will be received by the 10th of each month and the annual report will be received no later than September 10th of each year. The University Representative shall have the additional right to request and receive reports needed to validate the accuracy of commissions or fees payable pursuant to this contract. Such request for information will not be unreasonably withheld. TAMU-CC shall have the right to audit the books and records of the successful offeror during the term of this contract and for three (3) years following expiration.
11. The filing of a petition of bankruptcy or insolvency by or against the ring company shall terminate this contract.
12. The ring company shall be responsible for all taxes--federal, state, and local or any other necessary expenses to the ring sales.
13. TAMU-CC must approve the finished samples of each and every style of ring to be sold under this contract before ring sales commence. Prior to submitting a proposal, a company representative shall consult with the University Representative to determine the style(s) of rings presently being sold that will be expected to be included under the new contract. During the contract period, ring styles may change and company must abide by the change of requested ring styles and final approval must be given by the University Representative. For example, TAMU-CC has implemented an official class ring program and the style for this official class ring could be a different style than was

introduced after this proposal has been issued and when the contract period begins.

14. During the period of the contract, the selection of rings and options may be increased or decreased providing there is mutual agreement in writing between the ring company and the University Representative.
15. The style, design, and contour of the rings are to be approved by the University Representative and sold exclusively by and through the Texas A&M University Corpus Christi Office of Alumni Engagement.
16. Both men's and ladies' rings are to be gold closed back construction unless otherwise approved in writing.
17. Each company should minimally include in its written proposals the following:
 - A. Method of manufacture
 1. Gold: All gold used in the manufacture of TAMU-CC rings shall be not less than 10-karat gold and of that quality set forth in the United States Stamping Laws as 10-karat gold.
 2. Hardness: The yellow gold shall be a hardness of not less than 195 nor more than 225 on the Brinell Scale. The hardness on the white gold rings shall be that which is mutually agreed upon by the University and the successful offeror.
 - B. Guarantee/Warranty and Replacement Insurance
 - C. Delivery time frame
 1. Commit to deliver merchandise in six to eight weeks or less.
 - D. Marketing Strategies
 1. Suggested promotions, advertising, and marketing support that the company would offer. It is highly recommended that the vendor include an annual and/or per semester advertising allowance in this RFP, including special events such as Grad Fairs and Graduations. These marketing strategies should minimally include the following:

Direct Mail Marketing

- Eligibility letters created and mailed at the beginning of the fall and spring semesters personalized for each newly eligible student with 75 to 100 hours earned towards degree including transfer students who have earned at least 25 hours on the TAMU-CC campus.
- Ring brochures and letter invitations mailed out to graduating seniors each fall, spring and summer semester regarding the Grad Fair held during each semester.

Other Marketing Materials

- Full color posters fifty each for two Ring Sales and three Grad Fair events per year.
 - One full color electronic e-mail each for two Ring Sales and three Grad Fair events per year.
 - One full page and one half-page full color advertisement design suitable for magazine publishing per year. Ninety-six full color table tents that are 4" x 6" for each Grad Fair and Ring Sale event.
2. Samples of flyers, posters, newspaper ads, and other promotional materials. For this TAMU-CC ring contract administered by the University Representative, it is imperative that the official TAMU-CC contact information is included with all flyers, ads, posters, and other promotional materials. In addition, it is imperative that prior approval by the University Representative is given before placing ads, flyers, posters, sending out postcards or mailings, etc. so that the correct TAMU-CC information, other official university-related logos and trademarks and other event information are given.
- E. Services including but not limited to the following:
1. A qualified and well-trained ring representative on campus a minimum of four (4) days for the first month of each new semester, two (2) days for every other month of each semester, and one (1) day each during summer session for the purpose of taking ring orders. For special events such as Grad Fairs, it will be mandatory that at least two (2) qualified and well-trained ring representatives be present throughout these events to assist customers with taking orders, providing product information, etc. One qualified ring representative is requested to attend Ring Ceremony one day in the Fall Semester and one day in the Spring semester.
 2. The designated representative of the company will handle all ring orders received by mail or internet unless otherwise mutually agreed upon. The mail or internet order procedure will be worked out upon award of contract.
 3. The Office of Alumni Engagement will oversee and direct all ring inquiries and orders on campus between official ring days and special events.
 4. The ring company shall provide free of charge:
 - a. A complete sampling of rings and stones offered.
 - b. Order forms, TAMU-CC custom-printed flyers, brochures, postcards, posters, newspaper ad mats, and advertisements which will be promoted on campus communication channels. For this TAMU-CC ring contract administered by the University Representative, it is imperative that TAMU-CC contact information is included with all flyers, ads, posters, and other

promotional materials. In addition, it is imperative that prior approval by the University Representative is given before placing ads, flyers, posters, sending out postcards or mailings, etc. so that the correct TAMU-CC information, other official university-related logos and trademarks and other event information are given.

- c. Ring sizers to insure proper sizing.
 - d. A complete manual for TAMU-CC containing current price information, ordering procedures, contact information and selling instructions.
 - 5. Toll free number, user-friendly websites and will provide product information, ordering procedures, technical support, live operator assistance, etc.
- F. All extra charges, if any including the following:
(All prices quoted should be net)
- 1. Additional engraving
 - 2. Diamonds and synthetic stones
 - 3. The amount of commission paid to the University, which is typically a flat rate will be set at a later date and will be added to the net prices quoted in this bid proposal.
 - 4. The company will be responsible for the postage for defective rings returned for the customer by the Office of Alumni Engagement as well as postage for rings not picked up by customers for Ring Ceremony.
 - 5. Price Changes:
 - A. Due to Overhead Costs

If the company's cost of labor and other materials increases substantially during the period of the contract, the base prices (which are those prices quoted minus the surcharge, if any) may be increased subject to mutual agreement under the following conditions:

 - 1. There will be no base price increases allowed during the first year of the contract.
 - 2. Requests for base price increases must be submitted in writing to the University Representative no later than the first day of June of each year for the following year. Detailed justification and reasons supporting the requests shall be included.
 - 3. Written approval must be received from the University

Representative before price adjustments go into effect.

4. The effective date of base price increases that are approved will be no earlier than the first day of September of the year in which the requests are made.
5. If a base price increase is approved by the University, the company is to submit to the University Representative within thirty (30) days revised total net prices (including any gold surcharge) for all 10-karat, 14-karat and 18-karat traditional and fashion (silver and celestium metal) rings exclusive of any sales tax.

B. Due to the Price of Gold

Ring prices will be allowed to fluctuate as the price of gold fluctuates, using the approved price tables as a guide. However, advance written request for price changes and documentation are to be mailed to the University Representative along with the proposed price tables listing the price of gold that the new prices are based on. Before prices are changed, the company must receive written approval from the University Representative. It is our intention to only change the price because of gold fluctuations no more than once a month. Upon mutual agreement this may be altered.

18. Prices quoted should include all shipping charges, FOB Destination, except C.O.D.

19. Official Class Rings:

A. Men's Rings

There are to be at least two (2) distinct physical sizes of men's traditional rings all with gold closed backs and offered with a choice of oval or square base in 10-karat, 14-karat and 18-karat yellow and white gold. Both ring styles to have identical designs. Price to include two (2) names and one (1) initial engraved inside each ring with a total of 18 spaces for all characters or spaces in the name.

It is the intention of the TAMU-CC to offer a non gold men's class ring in the traditional style as an alternative to the 10-karat, 14-karat and 18-karat gold selections. There should be the choice of silver and celestium metals. The company is to include in their proposal the style and prices along with all other pertinent information such as manufacturing process, guarantee/warranty, delivery timeframe options, trade-in value, etc.

B. Ladies' Rings

There is to be one style of ladies' traditional ring with gold closed back and offered with a choice of oval or square base in 10-karat, 14-karat and 18-karat yellow and white gold. Both ring styles to have identical designs. Price to include two (2) names and one (1) initial engraved inside each ring with a total of 18

spaces for all characters or spaces in the name.

It is the intention of the TAMU-CC to offer a non gold ladies class ring in the traditional style as an alternative to the 10-karat, 14-karat and 18-karat gold selections. There should be the choice of silver and celestium metals. The company is to include in their proposal the style and prices along with all other pertinent information such as manufacturing process, guarantee/warranty, delivery timeframe options, trade-in value, etc.

20. The Contractor(s) will have the exclusive right of sales of licensed Texas A&M University-Corpus Christi class ring jewelry on the campus of Texas A&M University-Corpus Christi as specified herein. The vendor awarded this RFP will not engage in the sale of licensed Texas A&M University-Corpus Christi class ring jewelry through any type of off-campus outlets or other retail businesses during the period of this entire contract.
21. The Contractor(s) will supply 6 rings to the university at no charge to give away to selected students per school year.

**SECTION III
PROPOSAL INFORMATION**

3.1 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule:

Texas A&M University-Corpus Christi reserves the right to change the dates shown below upon written notification.

<u>Event</u>	<u>Date</u>
Issue RFP	01/26/2024
Deadline for Submission of Questions	02/05/2024 2:00 PM CST
Issue Addendum (if applicable)	02/13/2024
Deadline for Submission of Proposal	02/28/2024 2:00 PM CST
Expected Award of Contract	05/01/2024
Expected Contract Start Date	05/01/2024

3.2 REVISIONS TO SCHEDULE

TAMU-CC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the TAMU-CC purchasing website as an Addendum. See section 3.5 for URL.

3.3 PROPOSAL REQUIREMENTS

(A) SUBMISSIONS:

- Respondents shall submit one (1) original of Section 5, Execution of Proposal and four copies (USB's) of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal. The Package should consist of a Technical Proposal and a Cost and Revenue Proposal. Unsigned proposal will not be considered (Section 5).
- Texas A&M University-Corpus Christi (TAMU-CC) reserves the right to award the contract to the vendor whose proposal will, in the opinion of TAMU-CC, provide full and adequate services to TAMU-CC and its students at reasonable prices. The contract will not be awarded on price alone but on all aspects of the company's proposal: the technical proposal of the RFP, oral presentation (if applicable), product quality, guarantee/warranty, service, marketing, promotions, etc. TAMU-CC reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of TAMU-CC.
- Each proposal in one original and **four copies** (USB's) are to be received from each offeror in sealed packages: The package should consist of a Technical Proposal and a

Cost and Revenue Proposal. Each original must be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered (Section 5).

4. All proposals must be received by TAMU-CC Purchasing Office no later than the date and time specified on the cover sheet of this RFP (Section 3).
5. During or shortly after that date and time the package containing the technical and revenue and cost proposals from each responding firm will be opened.
6. The evaluators may request additional oral presentations or discussions with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to multiple factors such as completeness, content, experience with similar contracts, financial stability, revenue and cost, craftsmanship, and ability of the offeror and its staff to provide the best products and services. Award of a contract to an offeror does not mean that the other proposals lacked merit but that, all factors considered, the selected proposal was deemed to provide the best value and interest to TAMU-CC.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and TAMU-CC reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of TAMU-CC.

(B) REQUIREMENTS:

The response to this RFP shall consist of the following sections:

Executive Summary
Corporate Background and Experience
Financial Statement
Project Staffing and Organization
Technical Approach
Cost and Revenue Proposal

1. **Executive Summary**
The executive summary shall consist of the proposal cover letter highlighting the contents of this proposal and bearing the authorized representative's signature.
2. **Corporate Background and Experience**
This section shall include background information on the organization and should give extensive details of experience with similar contracts and projects, including similar educational institutions in the United States with student enrollments that are comparable to Texas A&M University-Corpus Christi (approximately 11,000 students). A list of references (including contact persons, educational institutions, addresses and telephone numbers) for which similar work has been performed for universities that are comparable to TAMU-CC shall be included.

3. **Financial Statement**

The offeror's most recent audited financial statement shall be provided for the last three (3) years.

4. **Project Staffing and Organization**

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this contract. The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

5. **Technical Approach**

This section shall include, in narrative, outline and/or graph form the offeror's approach to accomplishing the tasks as requested in this RFP. A description of each task and the schedule for accomplishing each task shall be included.

6. **Cost and Revenue Proposal**

The Cost and Revenue Proposal shall be submitted in a sealed package.

TAMU-CC will not be responsible for paying any of the offeror's personnel costs, travel and subsistence expenses, subcontractor costs (if any) and any other applicable costs (e.g., office expenses, advertising expenses, etc.).

(C) COSTS:

Respondents to this RFP are responsible for all costs of Proposal preparation.

(D) TAMU-CC will not consider any Proposal that bears a copyright.

Proposals will be subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least **14 point font**.

(E) CONTENTS:

Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. TAMU-CC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

The following documents must be submitted with the response.

(1) **Section V – Signed Execution of Proposal:** Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.

(2) **Section VI – Pricing and Delivery Schedule:** Provide requested information as directed.

(3) **Section VII – Respondent's Questionnaire:** Include the following

information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.

- (4) **Section VIII – References:** Provide requested information as directed.
- (5) **Proposed Products/Services:** With respect to each of the services outlined in Section 2.1, provide the detailed description of proposed (type of product/services). Provide separate Section for each product/services provided.

3.5 INQUIRIES

- (a) All inquiries shall be submitted in writing to **Rachal Ganson** by e-mail to **Rachal.Ganson@tamucc.edu** by **February 5, 2024 at 2:00 PM CST**, the date listed as the deadline for submission of questions as specified in Section 3.1 above.
- (b) All inquiries will result in written responses with copies posted to the TAMU-CC purchasing website at:
<https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/bid-opportunities.php>. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- (c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- (d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a "blanket exception" to this entire RFP. If any Respondent takes a "blanket exception" to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration.
- (e) Respondents are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFP and whether TAMU-CC may negotiate that provision under this particular RFP.

3.6 PROPOSAL SUBMISSION

- (a) All Proposals shall be received and time stamped at TAMU-CC prior to **February 28, 2024 at 2:00 PM CST** as specified in the Schedule of Events above. TAMU-CC reserves the right to reject late submittals.

- (b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver the Proposal to TAMU-CC by the specified date.
- (c) Telephone, facsimile and email Proposals **will not** be accepted.
- (d) Receipt of all addenda to this RFP should be acknowledged by returning **a signed copy of each addendum with the submitted Proposal.**

3.7 DELIVERY OF PROPOSALS

Proposals shall be submitted to TAMU-CC by one of the following methods:

<p>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL:</p> <p>Texas A&M University-Corpus Christi RFP4-0002 Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731</p>	<p>HAND DELIVER TO:</p> <p>Texas A&M University-Corpus Christi RFP4-0002 Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731</p>
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3.8 PROPOSAL OPENING

- (a) Proposals will be opened at:

Texas A&M University-Corpus Christi
Purchasing Building
6300 Ocean Drive, Room 110
Corpus Christi, TX 78412

- (b) All submitted Proposals become the property of TAMU-CC after the RFP submittal deadline/opening date.
- (c) Proposals submitted shall constitute an offer for a period of ninety **(90) days** or until selection is made by TAMU-CC, whichever occurs earlier.

3.9 PROPOSAL EVALUATION AND AWARD

- (a) TAMU-CC shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov't Code, Section 2155.074.
- (b) A committee will be established to evaluate the Proposals. The committee will include employees of TAMU-CC and other persons invited by TAMU-CC to participate.
- (c) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<u>University Ring Services</u>	<u>Points Assigned</u>		<u>Comments</u>
<u>Contractor Qualifications, Reference and Relevant Information</u>	<u>Maximum Points</u>	<u>Minimum Points</u>	
Background: Has experience and extensive qualifications in the operation of collegiate ring service	16		
Company Profile: Outlines the company organization and each person's qualification in providing services	6		
References: Ability to meet/exceed expectations of services as verified by customers	5		
Financial: Strong, stable, financial company	8		
<u>Subtotal</u>	35		
<u>Technical procedures, methods of operation, marketing, and customer service</u>	<u>Maximum Points</u>	<u>Minimum Points</u>	
Transition: Offeror outlines a clear and concise plan in the transition of services from the current provider, if applicable with timetables, dates, and contingency plans	5		
Reports: Provided procedures for providing periodic financial reports to the University Administrator as outlined in the RFP	5		
Marketing: Provided a detailed marketing plan that includes advertising and procedures for Grad Fairs and Ring Events	10		
Customer Service: Provided detail procedures for customer ordering, technical support, defective rings; etc. including service schedules, response time, procedures and methods for resolution	10		
<u>Subtotal</u>	30		

<u>Cost & Commission to the University</u>	<u>Maximum Points</u>	<u>Minimum Points</u>	
Cost: Provided net prices for all rings, including gold surcharge, exclusive of sales tax	15		
Commission: Clearly demonstrates flat rate commission on rings and flat rate commission plus percentage for rings sold over \$700.00. Annual exclusivity fee proposed	15		
<u>Subtotal</u>	30		
VALUE ADDED	5		
<u>Total Points</u>	100		

(d) The evaluation committee will determine if Best and Final Offers (BAFO) are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing.

(e) In evaluating Proposals to determine the best value for the State, TAMU-CC may consider information related to past contract performance of a Respondent including, but not limited to, TPASS' Vendor Performance Tracking System (available at http://www.window.state.tx.us/procurement/prog/vendor_performance).

SECTION IV
GENERAL TERMS AND CONDITIONS

- 4.1 Any Contract awarded as a result of this RFP will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

CONTRACT FOR SERVICES
between TEXAS A&M UNIVERSITY – CORPUS CHRISTI
and _____

[This Contract Template includes the basic provisions and requirements of a contract]

Contract Number: _____

This Contract for Services (Contract) is entered into this _____ day of _____, 20____, by and between **Texas A&M University – Corpus Christi**, a member of The Texas A&M University System, an agency of the State of Texas (TAMU-CC), and _____ (Contractor), a _____ corporation having its' principal place of business at _____.

WITNESSETH that the Contractor and TAMU-CC, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. SCOPE OF SERVICES:

[NOTE: THIS SECTION MAY BE FILLED OUT OR YOU MAY REFERENCE AN EXHIBIT AND ATTACH EXHIBIT WITH THIS AGREEMENT]

The scope of work includes that work that is outlined in Section _____ of the RFP XX-XXXX or the attached Exhibit A "Statement of Work"

2. TERM OF THE CONTRACT: This Contract shall become effective upon final signature for an initial term of twelve (12) months. An option to renew on an annual basis may occur with executed renewal letters. Overall term will not exceed five (5) years.

3. COMPENSATION AND METHOD OF PAYMENT:

- A. This Contract is for the total amount of _____ (\$_____).

[OR]

- A. TAMU-CC shall compensate the Contractor for the services at the rate of \$ per (e.g., hour, day, week, semester).

- B. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s)

- C. Payment will be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University's Invoice(s) on Non-State Funds that is (are) received. TAMU-CC shall process all invoices in compliance with State of Texas prompt payment laws.

Contractor shall submit invoices to:

Texas A&M University – Corpus Christi
attn.: Accounts Payable
6300 Ocean Drive, United #5733
Corpus Christi, Texas 78412
disburse@tamucc.edu

Copy of invoice to:

Texas A&M University – Corpus Christi
attn.: Business Coordinator
6300 Ocean Drive, _____
Corpus Christi, Texas 78412

D. Reimbursement for travel:

- (1) All travel and meals are part of this Contract. No reimbursement will be made.

[OR]

- (1) Business-related travel, lodging and/or meal expenses will be reimbursed by TAMU-CC according to the state of Texas rates, rules, and regulations (www.window.state.tx.us/procurement/prog/stmp/) in an amount not to exceed \$ _____. Contractor is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the Contractor 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 (Contractor's place of business to job site) using the State of Texas mileage. Should this Contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time. For reimbursement of travel expenses, Contractor must submit an invoice- which must include supporting documents. Payment will be made to Contractor upon approval of such invoice by TAMU-CC. It is the policy of 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 has been arranged for more immediate payment.

- E. The total of all payments made against this Contract shall not exceed \$ _____.

[§3.E. may be deleted if there are no reimbursable expenses (travel, etc.) that add to total of Contract under §3.A]

4. CONTRACT DOCUMENTS

The Contract Documents shall consist of the following (listed in order of precedence) and incorporated as part of this Contract:

- A. This Executed Contract;
- B. Exhibit "A" – Statement of Work;
- C. Exhibit "B" – The RFP and Addenda;
- D. Exhibit "C" – Contractor's Proposal; and,
- E. Exhibit "D" – Other Attachments.

5. VENUE: This Contract is performable in Nueces County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located. At the execution of this

Contract, such county is Nueces County, Texas.

6. **GOVERNING LAW:** The validity of this Contract and all matters pertaining to this 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.

7. **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 has 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.

8. **INSURANCE**

- 1) Contractor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance, the TAMU-CC shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor 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 TAMU-CC at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

A. Worker's Compensation

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

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

Workers' Compensation policy must include under 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.

B. Automobile Liability

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

C. Commercial General Liability

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

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

- D. Contractor will deliver to TAMU-CC: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

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

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

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 Contractor under this Agreement. Contractor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically to TAMU-CC's Contracts Administration at contracts@tamucc.edu.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University – Corpus Christi in writing.

[NOTE: PURSUANT TO SYSTEM POLICY 24.03, THE A&M SYSTEM RISK MANAGEMENT DEPARTMENT IS RESPONSIBLE FOR ASSESSING INSURABLE RISKS. CONTACT RISK MANAGEMENT FOR A RECOMMENDATION ON THE MOST APPROPRIATE COVERAGE.]

9. **INDEPENDENT CONTRACTOR**: Contractor is an independent contractor, and neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of TAMU- CC. TAMU-CC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMU-CC relative to its performance under this Contract and its conduct on TAMU-CC premises.

10. **ASSIGNMENT**: This Contract is not assignable without express written agreement of TAMU-CC and Contractor.

11. **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless TAMU-CC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Contractor or any agent, employee or representative of Contractor in the execution or performance of this Contract.

12. **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).

13. **DISPUTE RESOLUTION**: **[ALTERNATIVE 1]** 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 TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to TAMU-CC Contracts Administration, who shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim. This provision and nothing in this Agreement waives TAMU-CC's sovereign immunity to suit or liability and TAMU-CC has not waived its right to seek redress in the courts.

[ALTERNATIVE 2]

[NOTE: IF DEEMED APPROPRIATE AND/OR NECESSARY UNDER THE CIRCUMSTANCES CALL FOR MORE ELABORATE LANGUAGE, THE FOLLOWING WILL BE USED:]

The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, shall be used, as further described herein, by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

- (A) Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, *Texas Government Code*. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to TAMU-CC

Contracts Administration or authorized designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, *Texas Government Code*.

- (B) The contested case process provided in Chapter 2260, subchapter C, *Texas Government Code*, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the *Texas Civil Practices and Remedies Code*. Neither the execution of this Contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this Contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the *Texas Administrative Code*.

Neither the non-occurrence nor occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

13. STATE CONTRACTING REQUIREMENTS:

A. CHILD SUPPORT: 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 contract 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."

B. DEBTS OR DELINQUENCIES: Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Contract may be applied directly toward certain debts or delinquencies that Contractor 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.

C. FRANCHISE TAX CERTIFICATION: If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

D. COMPENSATION FOR PREPARING BID SPECIFICATIONS: A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals

on which the bid or contract is based. The *Texas Government Code* requires the following statement: “Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

E. **BUY TEXAS:** With respect to all goods purchased pursuant to this Contract, Contractor represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

F. **PUBLIC INFORMATION:**

- (i) Contractor acknowledges that TAMU-CC 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.
- (ii) Upon TAMU-CC’s written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (iii) Contractor acknowledges that TAMU-CC 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.
- (iv) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Contractor agrees that the agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

G. **LOSS OF FUNDING:** Performance by TAMU-CC under this 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, then TAMU-CC will issue written notice to Contractor and TAMU-CC may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of TAMU- CC.

H. **STATE AUDITOR’S OFFICE:** Contractor understands that acceptance of funds under this 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*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

I. **HISTORICALLY UNDERUTILIZED BUSINESS:** Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2161.

J. **NON-WAIVER PROVISIONS:** Contractor expressly acknowledges TAMU-CC is an agency of the State of Texas and nothing in this Contract will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

14. **NOTICES:** Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TAMU-CC: Attention: Contracts Administration
E-mail: contracts@tamucc.edu

Contractor: _____

Attention: _____
Telephone: _____
Email: _____

15. DEFAULT AND TERMINATION:

A. In the event of substantial failure by Contractor to perform in accordance with the terms of this Contract, TAMU-CC may terminate this Contract upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of TAMU-CC. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.

B. TAMU-CC may, without cause, terminate this Contract at any time upon giving thirty (30) days advance notice to Contractor. Upon termination pursuant to this paragraph, Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided that Contractor shall deliver to TAMU-CC all completed, or partially completed, work and any and all documentation or other products and results of these services. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TAMU-CC. TAMU-CC shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of termination notice.

C. If this Contract is terminated for any reason, TAMU-CC shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

17. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2271 applies to this Contract, Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Contract. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

18. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Contract may be terminated if this certification is inaccurate.

19. VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES: To the extent that Section 2274.002, Texas Government Code applies to this Contract, Contractor certifies (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Contract.

20. VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES and TRADE ASSOCIATIONS: To the extent that Section 2274.002, *Texas Government Code* applies to this Contract, Contractor certifies (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade

association, and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

21. RECORDS RETENTION: Contractor will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Contract and for seven years after the conclusion of the Contract.

22. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING: Under Section 2155.0061, Government Code, the Contractor 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.

23. NOT ELIGIBLE FOR REHIRE: Contractor is responsible for ensuring that its employees involved in any work being performed for TAMU-CC 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 TAMU-CC becomes aware that Contractor has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC 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 TAMU-CC.

24. LIMITATIONS: The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Contract, including, but not limited to, those terms and conditions relating to liens on TAMU-CC’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”), and terms and conditions related to the Limitations will not be binding on TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Contract constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.

25. CONFLICT OF INTEREST: By executing this Contract, Contractor and each person signing on behalf of Contractor 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 Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Contract, or in the services to which this Contract relates, or in any of the profits, real or potential, thereof.

26. ENTIRE AGREEMENT: This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

[insert Contractor Name]

Texas A&M University – Corpus Christi

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

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

SAMPLE

SECTION V EXECUTION OF PROPOSAL

By signature hereon, the respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime 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. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the proposer or the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

By signing this proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Under Section 2155.004, Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Respondents that have pre-registered this information on the TAMU-CC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Number with the Execution of Proposal.

Respondent is in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, respondent shall provide the following information as an attachment to this response. Name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any contract resulting from this proposal.

RESPONDENT (Company) _____

SIGNATURE (INK): _____

NAME (PRINTED) _____

TITLE: _____ DATE: _____

STREET: _____

CITY/STATE/ZIP _____

TELEPHONE AND FAX/CMILE NO.: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

In the case of a tie between two (2) or more respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by respondents, Texas A&M University-Corpus Christi will draw lots to break the tie.

Check below if preference claimed under Rule 1 T.A.C. 113.8

- ☐ 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders
- ☐ 2. Agricultural products produced or grown in TX
- ☐ 3. Agricultural products and services offered by Texas bidders
- ☐ 4. USA produced supplies, materials or equipment
- ☐ 5. Products of persons with mental or physical disabilities
- ☐ 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ 7. Energy efficient products
- ☐ 8. Rubberized asphalt paving material
- ☐ 9. Recycled motor oil and lubricants
- ☐ 10. Products produced at facilities located on formerly contaminated property
- ☐ 11. Products and services from economically depressed or blighted areas

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

<p style="text-align: center;">SECTION VI PRICING AND DELIVERY SCHEDULE</p>

Proposal Pricing Summary.

Please provide a schedule of hourly fees for the following services:

1. Total net prices for fashion (silver and celestrum metal) rings and for all 10-karat, 14-karat and 18-karat traditional rings (including any gold surcharge) as shown in this RFP, exclusive of any sales tax.
1. A flat rate commission proposal on each ring sold up to \$700.00.
2. A flat rate commission proposal plus an additional percentage on each ring sold over \$700.00.
3. The University reserves the right to reject any and all flat rate commission proposals and set at a later date the amount of the commission that will be added to the net prices quoted.
4. The offeror, if seeking an exclusive contract arrangement, may include in their commission proposal an annual amount payable to the University for granting such exclusivity. The absence of an annual exclusivity amount in the commission proposal will not obligate the University to award all service to a sole offeror.

**SECTION VII
RESPONDENT'S QUESTIONNAIRE**

The Respondent recognizes that in selecting a company/agent, Texas A&M University-Corpus Christi will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M University-Corpus Christi reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

7.1 Company Profile

- Number of Years in Business: _____

- Type of Operation: Individual_____ Partnership_____ Corporation_____
- Government_____

- Number of Employees: _____(company wide)
- Number of Employees: _____(servicing location)

- Annual Sales Volume: _____(company wide)
- Annual Sales Volume: _____(servicing location)

- State that you will provide a copy of your company's audited financial statements for the past three (3) years, if requested by Texas A&M University-Corpus Christi.

- Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by Texas A&M University-Corpus Christi.

- 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.

- 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 Texas A&M University-Corpus Christi.

- 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.

- Please list below any exceptions to the requirements of this Request for Proposal.

**SECTION VIII
REFERENCES**

List below other organizations (users of similar size and structure to Texas A&M University-Corpus Christi preferred) for which these or similar services have been provided:

List must include a contact name and current phone number.

Company Name _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____