



RFP-BA-21-03

COPY AND PRINT SERVICES

Proposals must be received on or before:

Friday, October November 20, 2020 by 2:00 PM (CST)

Show RFP Number, on Proposal Package

PROPOSAL MUST BE RECEIVED AT:

Texas A&M University San Antonio-San Antonio
One University Way, Bldg. 111
San Antonio, Texas 78224

REFER ALL QUESTIONS TO:

Christopher Scott, CTCD, CTCM
Texas A&M University-San Antonio
Interim Director of Procurement & Auxiliary Services
Email: Christopher.Scott@tamusa.edu

Issue Date: October 29, 2020

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SECTION 1 GENERAL INFORMATION

1. BACKGROUND INFORMATION:

Texas A&M University-San Antonio (A&M-SA) is soliciting proposals from qualified vendors to contract for off site printing services in accordance with the terms and conditions set forth herein. Printing services include, but are not limited to, typesetting, design, printing, binding, and layout for major recruitment, promotional marketing, and various institutional publications published by the A&M-SA.

By means of this Request for Proposal, the University is seeking to enter into an agreement to provide the best quality products and the highest level of customer service, at a reasonable cost. Value is defined by optimizing service quality, and operational efficiency.

The services for the RFP include the following:

1.1 Texas A&M University-San Antonio ("TAMUSA") is soliciting proposals from qualified Respondents who are able to provide a complete, turn-key, Copy and Print Services for the campus.

1.2 GENERAL INFORMATION ON INSTITUTION (Texas A&M University-San Antonio):

Texas A&M University-San Antonio was originally organized as a Texas A&M System Center in 2000. At the time, the operations of the University were part of the operations of Texas A&M University-Kingsville. On May 27, 2009, Gov. Rick Perry signed SB 629, which established the University as a stand-alone institution beginning with the Fall 2009 term.

1.3 CONTRACT TERM:

Contract shall become effective upon execution by University and selected Contractor and shall remain in effect for a period beginning upon award for a one (1) year period with option to renew for additional one (1) year renewal period not to exceed five (5) years.

1.4 DEFINITIONS:

The following terms and phrases shall have the meanings assigned unless the Contract indicates a contrary meaning.

- (A) **Addendum:** A modification of the specifications issued by the University and distributed to prospective Contractors prior to the opening of proposals.
- (B) **Contract:** Consists of the Request for Proposal, any addenda, the successful Contractor's response, and a formal contract.
- (C) **Contractor:** The individual, partnership or corporation whose proposal is accepted and who enters into a contract with the University.
- (D) **Request for Proposal (RFP):** The written notice invitation inviting the submission of proposals for the specified requirements.

(E) **Respondent**: Any individual, partnership or corporation submitting a proposal.

SECTION 2

STATEMENT OF WORK AND REQUIREMENTS

- 2.1** The contractor shall provide printing services for A&M-SA on as requested basis and will include:
- 2.2** Provide the highest possible quality of cost-efficient printing and customer service.
- 2.3** Utilize paper of quality equivalent to paper either currently being used or as requested by the University.
- 2.4** Print University's publications within the general accepted turnaround time as specified by the requesting department and provide draft proofs as appropriate for review.
- 2.5** Provide pick-up and delivery, or appropriate transmittal, including overnight delivery when necessary, or all artwork, proofs, and finished product, to and from the University individual departments (not the University's Central Receiving Area) or its designated final destination.
 - 2.5.1** Print and mail services for series of products (various sizes).
 - 2.5.2** Print and mail on timelines that meet University delivery requirements. How will this be guaranteed?
 - 2.5.3** Work with University to securely receive names and addresses for delivery of direct to student mailings, following the Family Educational Rights and Privacy Act (FERPA) regulations. A secure File Transfer Protocol (FTP) site is suitable. Do you have this capability?
 - 2.5.4** How many hours/days will it take to receive proofs?
- 2.6** Provide the University with the highest level of customer service. This may include, but not limited to, meeting on the University campus with the University Representatives within forty-eight (48) hours (two business days) of request at no charge to the University. Depending on the scope/complexity of the publication, multiple meetings may be necessary. Contractors must have the ability to make modifications to the print files, as instructed by University Staff. Contractors must have the ability to purchase stock photography, as instructed/approved by University Staff. Contractors must have the ability to routinely design projects consistent with University brand and University style within generally accepted turnaround time as specified by the requesting department.
- 2.7** Package and/or shrink wrap each job as appropriate for ease of handling.
- 2.8** The Contractor shall become familiar with the entire University's graphics standards policy (including Athletics), the University brand, and style guide and ensure printed materials comply with such. The Contractor shall refer problematic issues to the Purchasing Department.
- 2.9** The University reserves the right to cancel a contract for non-performance or poorly printed materials. In addition, the University reserves the right to reject a job if it does not meet University quality standards.

2.10 The following items are additional University potential needs:

2.10.1 Case-bound sewn (hard-cover) books, bumper stickers, embroidered apparel items, metal street signs, vinyl banners, and course packets.

SECTION 3 GENERAL CONTRACTUAL REQUIREMENTS

3.1 The contract shall not bind, nor purport to bind, the University for any Contractual Commitment in excess of the original contract period. The University shall have the right, at its sole option, to extend the contract for additional one-year periods not to exceed five (5) years.

3.1.1 If an extension is exercised, such shall be accomplished in writing between the contractor and the University's Purchasing Department.

3.1.2 If deemed appropriate by the University, extension period percentages of increase shall be negotiated with the Contractor. If a mutual agreement cannot be reached, the University reserves the right to re-solicit.

3.2 All pricing shall be as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The Contractor shall not be allowed any additional compensation for any matter of which the Contractor might have fully informed itself prior to the closing date of the Request for Proposal.

3.2.1 Payment for all services required herein shall be made after successful completion of all contractual requirements.

3.2.2 The University reserves the right to request the Contractor to provide additional services not outlined herein. In the event this occurs, compensation will be negotiated at that time.

3.3 Unless otherwise specified herein, the Contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

3.4 The Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University. The sole relationship between the University and the Contractor is as established by the awarded Agreement. The Contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of an kind related to such matters. Upon request, the Contractor will provide the University evidence of compliance with these requirements.

3.5 The Contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the University throughout the contract period.

- 3.6** In accordance with all applicable provisions of the Statutes of Texas, no official or employee of the University or its governing body and no other public official of the State of Texas who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Services covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
- 3.7** The Contractor shall agree and understand that all reports and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
- 3.8** The Contractor shall understand and agree that A&M-SA cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Texas A&M University-San Antonio, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the University as an additional insured.
- 3.9** The Contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals shall be made without prior written notification to the University. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed. The University agrees that an approval of a substitution will not be unreasonably withheld. The Contractor must have a minimum of three (3) full-time employees.
- 3.10** The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board of Regents, agencies, employees, and assigns.
- 3.11** Inasmuch as under the contract the Contractor may acquire confidential information, the Contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as information developed in the conduct of the work contracted for including information disclosed by the University to Contractor or any other person engaged in the contracted work. The Contractor further agrees that all data, technical information, and reports developed by Contractor or any person engaged in the contracted work are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University, and that upon termination of the contract, or at any other time the University requests, the Contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the Contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work. W-2 tax information would be the most sensitive file the University would send to the Contractor (once annually).

- 3.12** The Contractor shall agree and understand that all exhibits, materials, digital files, artwork, design features and concepts developed as a result of the contract shall become the property of the University, with all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the University.
- 3.13** The Contractor must comply with all existing or future applicable laws, including but not limited to, those pertaining to soy-based ink and recycled paper.
- 3.14** The Contactor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the Contractor's service.
- 3.15** The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date as such termination.
- 3.16** The University does not guarantee any usage of this contract.
- 3.17** Authorized Personnel: The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 3.17.1 If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the University has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the University. The University may also withhold up to twenty-five percent (25%) of the total amount due to the Contractor.
- 3.17.2 The Contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

3.18 HB-3834 CYBER SECURITY AWARENESS TRAINING REQUIREMENTS

Per Texas House Bill 3834, A&M-SA shall not grant a computer account to Vendor or any of Vendor's employees, agents, or such subcontractors unless the grantee provides written proof to A&M-SA that the grantee has successfully completed an information-security training course, which course has been certified by the Texas Department of Information Resources, in the past 365 days. **Further, A&M-SA may disable the account of any user who is not in compliance with HB3834.**

3.19 PROHIBITION INVOLVING HUMAN TRAFFICKING

A state agency may not accept a proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period proceeding the date of the proposal or award, has been convicted of any offense related to the direct support

or promotion of human trafficking. A proposal award subject to the requirements of this section must include the following statement "Under Section 2155.0061, Government Code, the vender certifies that the individual or business entity named in this proposal 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."

3.20 NOT ELIGIBLE FOR REHIRE

Respondent is responsible to ensure that employees participating in work for Texas A&M University-San Antonio have not been designated by Texas A&M University-San Antonio as Not Eligible for Rehire as defined by TAMUS Policy 33.02, Section 4, Non-Conformance to this requirement may be grounds for termination of subject agreement or any resulting agreement.

SECTION 4 GENERAL INFORMATION

4.1 SCHEDULE OF EVENTS:

Following are important dates regarding this RFP. The submission date stated is the absolute deadline. University reserves the right to change any of these dates if determined necessary. Any change in dates of events that are to occur prior to the deadline for vendors to submit responses to RFP will be issued by written addenda.

EVENT

Issue RFP/Post to Texas Electronic State Business Daily
Deadline for Submission of Questions
University Response to Questions
Deadline for Proposal Submission

DATE

October 29, 2020
November 9, 2020
November 13, 2020
November 20, 2020

4.2 SUBMISSIONS:

- (A) All proposals must be received and time stamped at Texas A&M University-San Antonio's Purchasing Department prior to **2:00PM (CST) on November 20, 2020.**

Proposals shall be delivered in a sealed envelope or box marked RFP-BA-20-12 to:

**Texas A&M University-San Antonio
One University Way, Bldg. 111
San Antonio, Texas 78224**

- (B) Proposals not received at the Purchasing Department by the stated date and time will be considered late and will be returned to the Respondent unopened. Late responses will not be considered under any circumstances.
- (C) Telephone and/or facsimile (fax) proposals are not acceptable.

- (D) Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121 – 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public if requested. Prices and other proposal details may only be divulged after the award, if one is made.
- (E) Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

Note: It is the responsibility of Respondents who download this RFP from the Electronic State Business Daily (<http://esbd.cpa.state.tx.us>) to check the website for any addenda issued. All such addenda issued by University prior to the time that proposals are received shall be considered part of the RFP. Respondents shall consider and acknowledge receipt of such addenda by including signed copies of such addenda in their response.

- (F) If submitting hard copies of proposals, Respondents shall submit one (1) original and three (3) copies of the proposal. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. Please mark original proposal with “ORIGINAL” and copies with “COPY.” In addition, Respondents shall submit a USB drive with a complete, scanned digital copy of the proposal.
- (G) Proposal responses should include:
1. Executive Summary that provides a concise overview of the services and products planned to meet or exceed the requirements of this RFP, Respondent’s general approach to providing the services and deliverables, as well as documentation as to why the Respondent is the most qualified.
 2. Company introduction and background, information for professional and support staff that would be part of the project. Information for any subcontractors, if any will be used, and their qualifications to meet the requirements of this RFP. Office locations for key personnel and subcontractors should be identified.
 3. At least three (3) references where Respondent has provided services of this type and scope. References shall include, name of school/company, address, point of contact, and phone number. A negative reference may be cause for disqualification of proposal.
 4. Attachment “A” – Execution of Proposal
 5. Copies of any Addenda issued for the RFP, signed by an authorized agent of the company.
- (H) Respondents to this RFP are responsible for all costs of proposal preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s ability to meet the requirements and specifications set forth in this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the requirements and specifications set forth in this RFP.
- (I) Proposals are to be valid for a minimum of One Hundred-Twenty (120) days from the submittal deadline date to allow time for evaluation, selection and any unforeseen delays.

- (J) Proposals and any other information submitted by the Respondent in response to this RFP shall become the property of the University.
- (K) Any questions or concerns regarding this Request for Proposal shall be directed in writing to:

Christopher Scott, CTCD / CTCM
Interim Director of Procurement & Auxiliary Services
Christopher.Scott@tamusa.edu

Texas A&M University-San Antonio specifically request that Respondents restrict all contact and questions regarding this RFP only to the above named individual.

SECTION 5

PROPOSAL SELECTION AND EVALUATION CRITERIA

5.1 PROPOSAL SELECTION:

- (A) Selection of the successful proposal in response to this RFP will be made using the competitive sealed proposal process. The selection of the successful proposal may be made by University on the basis of the proposal initially submitted, without discussion, clarification or modification. In the alternative, selection of the successful proposal may be made by University on the basis of negotiation with any of the Respondents. University shall not disclose any information derived from the proposals submitted by competing Respondents in conducting such discussions.
- (B) At the University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by the selected Respondents within a specific competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposals. Further action on proposals not included within the competitive range will be deferred pending the selection of the successful proposal; however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.
- (C) After the submission of the proposal but before final selection of awarded Contractor is made, University may ask a Respondent to revise proposal in order to obtain the Respondents best and final offer. University will provide each Respondent within the competitive range an equal opportunity for discussion and revision of their proposal. University is not bound to accept any proposal that is not best value and/or most advantageous as determined solely by University.

5.2 EVALUATION INFORMATION:

- (A) The University will utilize an evaluation team for the evaluation of this RFP. The University may require a presentation before the award is made and reserves the right to use the presentation as an additional factor in the award process. The University must be confident that the Respondent's proposal will meet the needs of the University. Texas A&M University-San Antonio reserves the right to reject any or all proposals.

- (B) The University will evaluate and make the award on the proposal that is determined to be the best value to the University based on the criteria listed in Section 3.3, Texas Education Code 51.93356, and presentation if required.
- (C) All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, the University 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.

5.3 EVALUATION CRITERIA & WEIGHTS:

Each proposal shall be evaluated by scoring based on the criteria below:

<u>Criteria</u>	<u>Weight</u>
Company Background	20%
Experience & Qualifications	30%
Proposed Services	20%
Compensation / Fee	30%

5.4 RESPONDENT'S ACCEPTANCE:

By submitting a proposal in response to this RFP, the Respondent agrees to all terms and conditions, specifications, and all other requirements set forth in this RFP, including the selection and award process, and accepts University's judgment and decision of award. Furthermore, submitting a proposal in response to this RFP indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the institution during the assigning of points.

- 5.5** This RFP is a solicitation for proposals and is not a Contract for an offer to Contract. The University is not obligated to award a Contract and reserves the right at the University's exclusive option to: (1) Enter into Contract or other contractual arrangements for all or any portion of the requirements and specifications set forth in this RFP with one or more Respondents; (2) reject any and all proposals and re-solicit proposals; (3) Reduce /revise the scope of work and choose portions of the work that are within the University's budgetary limits; or (4) Reject any and all proposals and temporarily or permanently abandon the procurement, if deemed to be in the best interest of University.

5.6 TERMS AND CONDITIONS:

All terms and conditions and requirements contained in this RFP shall be part of any Contract issued as a result of this RFP. Additional or attached respondent terms and conditions which are determined to be unacceptable to University may result in the disqualification of the proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another state, and limitations to remedies.

SECTION 6

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall be made a part of and govern any Contract and/ or Purchase Order(s) resulting from this Request for Proposal.

6.1 SPECIFICATIONS:

The services performed shall be in accordance with the specifications herein. The University will decide the answers to all questions that may arise as to the interpretations of the specifications and the quality, or acceptability of work performed. The University will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Contractor.

The University reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered the best value. Additionally, all Contractors are hereby notified that University shall consider all factors it believes to be relevant in the selection of the best value but not limited to the ability to perform services.

6.2 A response to a solicitation is an offer to Contract with the University based on the terms, conditions, and specifications contained in the solicitation. Responses do not become Contracts unless and until they are accepted through an authorized representative.

6.3 TIME OF ACCEPTANCE:

Time is of the essence in the implementation of the awarded contract. Contractor agrees to perform all obligations and render services set forth per the specifications and awarded proposal.

6.4 PATENTS OR COPYRIGHTS:

The Contractor agrees to protect the University and the State from claims involving infringement of patent or copyrights.

6.5 CONTRACTOR ASSIGNMENTS:

The Contractor shall not assign or subcontract whole or any part of the Contract without the University's prior written consent. The Contractor may assign its right to receive payment to such third parties as the Contractor may desire without the prior written consent of the state, provided that Contractor gives written notice (including evidence of such assignment) to the state thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under the Contractor and shall not be made to more than one party.

6.6 TERMINATION:

(A) Convenience: The Contract may be terminated, without penalty, by University without cause by giving sixty (60) days written notice of such termination to the Contractor.

- (B) Default: Upon the occurrence of default the non-defaulting party may give written notice of default to the defaulting party, identifying in reasonable detail the nature of the default and demanding compliance with contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the non-defaulting party may cancel the contract by giving sixty (60) days' notice, in writing, by registered or certified mail.
- (C) In no event shall termination by University as provided for under this section give rise to any liability on the part of University including, but not limited to, claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. University's sole obligation hereunder is to pay provider for policy or services received prior to the date of termination.
- (D) Implementation of Termination: In the event of termination by the University, the Contractor shall be governed by the terms and conditions, and shall perform the acts as outlined hereto:

The Contractor shall terminate all work under the contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work (and be compensated only for such work) as may be necessary as determined by Contract Administrator to preserve the work in progress and to protect materials, buildings, and equipment.

6.7 AMENDMENTS:

No modifications or amendment to the contract shall become valid unless agreed to by University in writing and signed by both parties. All correspondence regarding modifications or amendments to the contract must be forwarded to respective University representative for prior review and approval. Only the University's Vice President of Business Affairs & CFO or designee will be authorized to sign changes or amendments to the Contract.

6.8 INDEPENDENT CONTRACTOR STATUS:

Contractor agrees that Contractor and Contractor's employees and agents have no employer-employee relationship with University. University shall not be responsible for the Federal Insurance Contributions Act (FICA) payments, federal or state unemployment taxes, income tax withholding, workers compensation insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave.

Contractor will be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for the University.

6.9 RIGHT TO AUDIT:

At any time during the term of awarded contract and for a period of seven (7) years thereafter, University or its' duly authorized audit representative(s), at its/their expense and at reasonable times, reserve the right to Audit Contractor's records. The Contractor further agrees to cooperate fully with the above parties in the conduct of the audit, including providing all records requested.

Contractor understands that acceptance of funds under awarded contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to corporate is included in any subcontract it awards.

6.10 SALES AND USE TAX:

University, as agencies of the State of Texas, qualify for exemption from State and Use Tax pursuant to the provision of Texas Limited Sales, Excise, and Use Tax Act. The Contractor may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Do not include taxes in price quote for a proposal in response to this RFP.

6.11 NON-DISCLOSURE:

Contractor and University acknowledge that they or their employees may, in the performance of any Contract resulting from this RFP, come into the possession of proprietary or confidential information owned by or in the possession of the other property. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with the Contractor or University unless requested by law.

6.12 OPEN RECORDS:

The University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) after a contract is awarded.

6.13 PUBLICITY:

Contractor agrees that it shall not publicize awarded contract or disclose, conform, or deny any details to third parties or use any photographs or video recordings or University's name in connection with any sales, promotion or publicity event without the prior express written approval of University.

6.14 SEVERABILITY:

If one or more provisions of the resulting contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

6.15 NON-WAIVER OF DEFAULTS:

Any failure of University, at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same or the right of University at any time to avail itself of same.

6.16 GOVERNING LAW & VENUE:

The validity of any contract resulting from this RFP and all matters pertaining thereto, 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.

Pursuant to Section 85.18, Texas Education Code, Venue for any suit filed against University shall be in the county in which the primary office of the Chief Executive Officer of the University is located, at execution of this contract, such county is Bexar County, Texas.

6.17 FORCE MAJEURE:

Neither party is required to perform any term, condition, or covenant of any Contract resulting from this RFP, if performance is prevented or delayed by a natural occurrence, a fire, pandemic, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

6.18 DISCLOSURE AND PUBLIC INFORMATION ACT:

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the University.

(A) Contractor acknowledges that University is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this contract, as well as any other disclosure of information required by applicable Texas law.

(B) Upon University's written request, Contractor will provide specified public information exchanged or created under awarded Contract that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to University in a non-propriety format acceptable to University. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which University has a right of access.

(C) Contractor acknowledges that University is required to post a copy of the fully executed contract on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

6.19 APPROPRIATION OF FUNDS:

Performance by University of any 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 University will issue written notice to Contractor and University may terminate awarded Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of the University.

In no event shall such termination by University as provided for under this section give rise to any liability on the part of TAMUSA or any member institution including, but not limited to, claims of provider for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. University's role obligation hereunder is to pay provider for policy or services received prior to the date of termination.

6.20 INDEMNIFICATION AND HOLD HARMLESS:

Contractor agrees to indemnify and hold the State of Texas, the Board of Regents for and on behalf of all component institutions and agencies, their officers, employees, and agents (the indemnified parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Contractor or the acts or omissions of others under Contractor's supervision and control. All information regarding claims is to be held confidential as allowable by the laws of the State of Texas.

6.21 ALTERNATIVE DISPUTE RESOLUTION:

The dispute resolution process for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by A&M-SA, and the Contractor to attempt to resolve any claim for breach of contract made by Contractor. Include language that TAMUS will handle dispute resolution – if warranted.

- (a) Contractor's claim 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, of the Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to the Compliance Officer for the University. Said notice shall also be given to all other representatives of TAMUSA and Contractor otherwise entitled to notice under the parties' contract.
- (b) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue the Legislature under Ch. 107 of the Civil Practices and Remedies Code. The Chapter 2260 process is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMUSA if the parties are unable to resolve their disputes under subparagraph (a) of this paragraph.
- (c) Neither the execution of awarded contract by TAMUSA nor any conduct of any representative of TAMUSA hereby shall be considered a waiver of sovereign immunity to suit. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Contractor, in whole or in part.

6.22 The designated individual responsible on behalf of each party for examining any claim or counterclaim and conducting any negotiations related there as required under Section 2260.052 will be determined upon finalized Contract.

6.23 OTHER BENEFITS:

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with the pertinent to the resultant contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee.

6.24 LICENSE AND PERMITS:

Contractor will obtain and maintain at its own expense, and in its name, all necessary licenses and permits required to perform the services required herein.

6.25 INSURANCE:

The Contractor shall not commence work until the insurance coverage specified on Attachment "B" has been obtained and valid certificates of such insurance have been filed with and accepted by University. Insurance coverage shall provide a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by University shall not relieve or decrease the liability of the Contractor.

The Contractor shall provide and maintain, until the end of the contract, the minimum insurance coverage outlined in Attachment "B." Contractor must acknowledge these insurance requirements by signature.

6.26 This Contractor and Subcontractor shall abide by the requirements of 41 CFT 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

6.27 COMPLIANCE WITH LAW:

The Contractor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under the Agreement, including compliance with all Title IV funds requirements. By entering into contract, contractor certifies that no one employed by the organization has been judicially determined by final judgment or pleading or having pled nolo contendere, to have committed fraud or any other material violation of law involving federal, state, or local funds.

6.28 In accordance with Texas A&M University System Policies and Regulations, (i.e. Ethics Policy 7.01), Security of Information Technology (Regulation 29.01.03), and Civil Rights Compliance (Regulation 08.01.01) all Contractors, their employees and subcontractors shall, while on University campus, abide

by the University's rules and regulations and comply with reasonable directions from University representatives. As such, participation in University organized drills (i.e. fire, lockdown) is required.

Federal and state laws such as the Cleary Act and Title IX must also be adhered to, and your employees must report all crimes or suspected crimes immediately to the University Police Department at 210-784-1911. Contractors, or a designated representative, shall attend meetings as deemed appropriate by University representatives. Employees may be required to complete online trainings provided by the University and to provide proof of completion.

6.29 NOTICES:

Any written notices under the awarded contract will be by hand delivery to Contractor or University's office address or e-mail address as specified in the executed contract, or by U.S. Mail, certified, return receipt requested, to University. Notice will be effective on receipt by the affected party. Either party may change designated notice address by written notification to the other party.

6.30 Products and services awarded as a result of this RFP may be extended to other Institutions of Higher Education as defined by Section 61.003 Higher Education Code Section 2155.134. Other individual institutions may or may not elect to use the awarded contract.

6.31 HEADINGS:

The headings used herein are for convenience only and not constitute substantive matter to be considered in construing its terms.

6.32 PROHIBITION INVOLVING HUMAN TRAFFICKING:

A state agency may not accept a proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period proceeding the date of the proposal or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A proposal award subject to the requirements of this section must include the following statement "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this proposal 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."

6.33 NOT ELIGIBLE FOR REHIRE:

Respondent is responsible to ensure that employees participating in work for Texas A&M University-San Antonio have not been designated by Texas A&M University-San Antonio as Not Eligible for Rehire as defined by TAMUS Policy 33.02, Section 4, Non-Conformance to this requirement may be grounds for termination of subject agreement or any resulting agreement.

6.34 TEXAS HOUSE BILL 3834

Per Texas House Bill 3834, A&M-SA shall not grant a computer account to Vendor or any of Vendor's employees, agents, or such subcontractors unless the grantee provides written proof to A&M-SA that the grantee has successfully completed an information-security training course, which course has been certified by the Texas Department of Information Resources, in the past 365 days. **Further, A&M-SA may disable the account of any user who is not in compliance with HB3834.**

6.35 SUBCONTRACTING INFORMATION

HUB Requirements: It is the policy of the State of Texas, the Texas Procurement and Support Services and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

IMPORTANT NOTICE: HUB Subcontracting Plan (HSP): Pursuant to Texas Administrative Code (TAC), Section 20.13 and 20.14, TAMUSA has determined that subcontracting opportunities **are probable** for this RFP. Accordingly, a completed HUB Subcontracting Plan (HSB) **is required** to be included with any proposal submitted in response to this RFP.

However, if a subcontractor will be used to provide any services, the proposer will be required to make a good faith effort and complete the State of Texas HSP. In the event that you determine you will be using a subcontractor, please contact Daniel R. Garza, Director of Procurement & Auxiliary Services at 210-784-2030 or Daniel.Garza@tamusa.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

ATTACHMENT "A" EXECUTION OF OFFER

RFP-BA-21-03

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 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- A.1.A. The proposer has not given, offered to give, 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 proposal.
- A.1.B. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- A.1.C. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- A.1.D. Neither the proposer nor 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 proposal made to any competitor or any other person engaged in such line of business.
- A.1.E. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- A.1.F. The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, subcontractor, or proposer of proposer in the execution or performance of this purchase order.
- A.1.G. Proposer 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.
- A.1.H. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- A.1.I. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

A.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.

- A.2.A. 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:
 - 8.2.A.1. receive payments from state funds under a contract to provide property, materials, or services: or
 - 8.2.A.2. receive a state-funded grant or loan.
- A.2.B. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 8.2.B.1. all arrearages have been paid; or
 - 8.2.B.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- A.2.C. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the TPASS Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- A.2.D. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- A.2.E. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- A.2.F. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

A.3 Signature

Submittal should give Payee Identification Number (PIN) (formerly Vendor ID), full firm name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

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

- | | |
|---|---|
| <input type="checkbox"/> Supplies, materials or equipment produced in Texas/offered by Texas proposer* | <input type="checkbox"/> Energy efficient products |
| <input type="checkbox"/> Agriculture products produced or grown in Texas | <input type="checkbox"/> Rubberized asphalt paving material |
| <input type="checkbox"/> Agriculture products and services offered by Texas proposer | <input type="checkbox"/> Recycled motor oil and lubricants |
| <input type="checkbox"/> U.S.A. produced supplies, materials or equipment | <input type="checkbox"/> Energy efficient products |
| <input type="checkbox"/> Products of persons with mental or physical disabilities | <input type="checkbox"/> Products produced at facilities located on
formerly contaminated property |
| <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive
materials | <input type="checkbox"/> Products and services from economically
depressed or blighted areas |

* By signing this offer, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

**ATTACHMENT “B”
INSURANCE REQUIREMENTS FOR VENDOR CONTRACTS**

Contractor shall obtain and maintain, for the duration of this Contract 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 Texas A&M University-San Antonio. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under the Contract. 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 the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be cancelled without unconditional written notice to Texas A&M University-San Antonio at least ten (10) days before the effective date of the cancellation.

Insurance:

Coverage

Limit

A. Worker’s Compensation

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.

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage; If a separate Business Auto Liability Policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability Policy.

Additional Endorsements:

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University-San Antonio as additional insured’s.

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 the awarded contract.

D. Umbrella/Excess Liability Insurance:

With limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess over and be no less broad than the “following forms” of all included coverage described above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

E. 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 Contractor and its subcontractors under the contract. Renewal policies written on a claims-made basis will maintain the same retroactive date as an effect at the inception of the Contract. If coverage is written on a claims-made basis, Contractor 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 occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (3) years after the expiration of cancellation of the contract.

F. Contractor will Deliver to Texas A&M University-San Antonio:

Evidence of Insurance on a Texas Department of Insurance approved certificate from verifying the existence and actual limits of all insurance after the execution and delivery of the Contract and prior to the performance of any services by Contractor under the Contract. 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-San Antonio 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 of favor of The Board of Regents of the Texas A&M University System. The Texas A&M University System and Texas A&M University-San Antonio. No policy will be canceled without unconditional written notice to Texas A&M University-San Antonio at least ten (10) 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-San Antonio ten (10) days prior to the effective date of cancellation material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University-San Antonio prior to the performance of any services by Contractor under the Contract. 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 the Contract will be mailed, faxed, or emailed to the following Texas A&M University-San Antonio contact:

Christopher Scott, CTCD / CTCM
Texas A&M University-San Antonio
One University Way, Bldg. 111
San Antonio, TX 78224
Fax: 210-784-2056
Christopher.Scott@tamusa.edu

ATTACHMENT “C”
TEXAS ETHICS COMMISSION FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

Effective January 1, 2016, the University must comply with the “Disclosure of Interest Parties”, mandated by Texas HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, all contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties", per Texas Government Code Statute §2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals. A sample copy (for illustration purposes only) of a completed electronic form is provided with this solicitation and/or extension. All business entities are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Step 1: Business Entity completes Form 1295 in electronic format on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

Step 2: Upon receipt of a completed Interested Parties Disclosure Form, the Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download(s), print, sign(s) and notarize(s) Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form and have the form notarized.

Step 3: At the time of submission of the solicitation to the University, the Business Entity must submit the completed notarized Form 1295 with the Certification of Filing with their contract (i.e.: bid, RFP, RFQ, SOQ, extension, etc.) to the University. Upon receipt, the University may proceed with the award and/or execution of the contract.

Step 4: Not later than the 30th day after the date the contract has been signed by all parties, the University must notify the Texas Ethics Commission (in electronic format) of the receipt of (1) Form 1295, and (2) the Certification of Filing.

Step 5: Not later than the 7th business day after receipt of the above notice, the Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

Definitions:

(a) “Contract” includes an amended, extended, or renewed contract.

(b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) “Controlling interest” means:

(1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) “Interested party” means:

(1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or

(2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form1295 for submission with a signed contract, please go to the following website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Instructional Videos for Business Entities on how to file online can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

By submitting a response to this RFP, the Respondent represents that it is in compliance with the requirements of Texas House Bill 1295 filing requirements with the Texas Ethics Commission using the online filing application.

**ATTACHMENT “D”
TEXAS GOVERNMENT CODE CHAPTER 2270**

Effective September 1, 2017, the State of Texas requires all governmental entities, state agencies or political subdivisions to obtain written verification from the Company that their Company does NOT boycott Israel and will not boycott Israel during the life of this contract, agreement or purchase order (hereafter referred to as “Contract”). By accepting this Contract, the Company (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel, and agrees that during the term of this Contract will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. The University cannot execute a contract for goods and services without this declaration.

TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION FORM

I, _____ (Person name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as “company”) **being an adult over the age of eighteen (18) years of age, do hereby adhere to the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract between company and TAMUSA.**

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature

Printed Name

Title

Date

**ATTACHMENT “E”
CONFLICT OF INTEREST QUESTIONNAIRE**

Chapter 176 of the Texas Local Government Code requires that any Respondent or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the University no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in Section 178.006 of the Texas Local Government Code. A person commits an offense if the person violates Section 178.006 of the Texas Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.178.htm>.

By submitting a response to this request, the Respondent represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Conflict of Interest Questionnaire (CIQ) Disclosure Form

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Respondent or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the University no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006.

A person commits an offense if the person violates Section 176.006 of the Texas Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the Respondent represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Texas A&M University-San Antonio Purchasing Department, One University Way, Modular Building 111, San Antonio, TX 78224.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

ATTACHMENT "F"
COST / PRICE SCHEDULE

If interested in being considered for a contract award, the offeror must complete, sign, and return this Pricing Page with the proposal, in accordance with all terms and conditions contained herein. The Offeror is cautioned that firm, fixed prices must be provided below, so that cost can be compared on an "apple-to-apple" basis against other Offerors' pricing. As the University only accepts items shipped FOB Destination, the unit price must include all applicable charges (such as shipping, handling, delivery, etc.)

1) Booklet

Quantities: 30,000 and 60,000

20 pages plus cover

Size: 7.5" X 11"

Cover: 100# Utopia II Matte Cover

Inside Pages: 80# Utopia II Matte Book

Digital PDF Proof with Hard Copy Proof

Cover: 4 Color Process + Overall Satin Aqueous

Pages: 4 Color Process Throughout (no coating on text)

Saddle Stitch Along the 11" Dimension

Qty. of 30,000 \$ _____

Qty. of 60,000 \$ _____

2) Search

Quantity: 220,000

Size: 27.625" X 11" Flat, Fold to 6" X 11" Final

100# Dull Cover

Digital PDF Proof with Hard Copy Proof

4 Color Process, 2 Sides

Trim, Score, Perforate, Gatefold to Final Size of 6" X 11", Glue Per USPS Standards with Fugitive Glue and Carton Pack Conveniently.

\$ _____

3) Brochure

Quantities: 2,500; 5,000; 10,000; 30,000; and 60,000

Size: 25 3/8" X 11" Flat, Fold to 8.5" X 11" Final

6pp Brochure

100# Gloss Cover

4 Color Process, 2 Sides Plus Aqueous

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

Qty. of 10,000 \$ _____

Qty. of 30,000 \$ _____

Qty. of 60,000 \$ _____

4) Tabloid (On Campus)

Quantity: 125,000

Size: 10 5/8" X 16 3/4" Stitched. Fold to Final 5/8" X 8 3/8"

12pp – Self Cover

60# Matte Text

Digital PDF Proof and Hard Copy Proof

4 Color Process Throughout

Saddle Stitch Along the 16 3/4" Dimension and Fold in Half to 10 5/8" X 8 3/8"

Carton Pack in Convenient Packages

\$ _____

5) Booklet (Alumni Magazine)

Quantity: 61,000

Size: 8.5" X 11" Page Size, Printed 4/4

48 Pages + Cover

80# Matte Cover, 60# Matte Text

Saddle Stitched

Bleeds Four Sides

Option: Additional Four Pages

Packaged in Clearly Marked Boxes of no more than 150

\$ _____

Additional Four Pages: \$ _____

6) Postcards (Personalized)

Quantities: 5,000; 20,000; and 60,000

Size: 9" X 6"

9pt C2S

Digital 4 Color Process, 2 Sides with Variable Data on Two (2) Sides

Trim to Size

Sort and Prepare for Automation Non-Profit Postal Rates. Include Delivery to Postal Facility.

Qty. of 5,000: \$ _____

Qty. of 20,000: \$ _____

Qty. of 60,000: \$ _____

7) Postcards

Quantities: 5,000; 20,000; and 60,000

Size: 11" X 6"

9pt

Options: 1) UV coating on both sides with coating withheld on mailing label area.

2) UV coating on one (1) side.

Option 1: Qty. of 5,000: \$ _____

Qty. of 20,000: \$ _____

Qty. of 60,000: \$ _____

Option 2: Qty. of 5,000: \$ _____
Qty. of 20,000: \$ _____
Qty. of 60,000: \$ _____

8) Tri-Fold Brochures

Quantities: 500; 2,500; and 5,000

100# Gloss Text

8.5" X 11" Flat & 8.5" x 17" Flat

Two Folds

4 Color Process, 2 Sides

Shrink Wrapped in Clearly Marked Packages of no more than 100

Qty. of 500: \$ _____

Qty. of 2,500: \$ _____

Qty. of 5,000: \$ _____

9) Fliers

Quantities: 500; 1,000; 2,500; 5,000; and 10,000

Size 8.5" X 11"

100# Gloss Text

4 Color Process, Two Sides

Qty. of 500: \$ _____

Qty. of 1,000: \$ _____

Qty. of 2,500: \$ _____

Qty. of 5,000: \$ _____

Qty. of 10,000: \$ _____

10) Travel Cards:

Quantities: 500; 1,000; 2,500; 5,000; and 10,000

Size: 8.5" X 8.5"

16pt Cover

4 Color Process

UV Coating on Two Sides

Qty. of 500: \$ _____

Qty. of 1,000: \$ _____

Qty. of 2,500: \$ _____

Qty. of 5,000: \$ _____

Qty. of 10,000: \$ _____

11) Mass Printing of Various Marketing Materials to Students and/or Other Customers to Include Mailing Services

Standard Letters: 8.5" X 11"

80# Matte

Envelope shall have addresses for all mailings

Quantities: 500; 1,000; 2,500; 5,000; and 10,000

16pt Cover

4 Color Process

Qty. of 500: \$ _____

Qty. of 1,000: \$ _____

Qty. of 2,500: \$ _____

Qty. of 5,000: \$ _____

Qty. of 10,000: \$ _____

12) Mass Printing of Various Marketing Materials to Students and/or Other Customers to Include Mailing Services

Standard Letters: 8.5" X 11"

80# Matte

Envelope shall have addresses for all mailings

Quantities: 500; 1,000; 2,500; 5,000; and 10,000

16pt Cover

Standard Black Inc.

Qty. of 500: \$ _____

Qty. of 1,000: \$ _____

Qty. of 2,500: \$ _____

Qty. of 5,000: \$ _____

Qty. of 10,000: \$ _____

13) Design Services

Creative Design Services: \$ _____ Firm, Fixed Rate per Hour

Writing and Editing: \$ _____ Firm, Fixed Rate per Hour

Pre-Press Production: \$ _____ Firm, Fixed Rate per Hour

By signature below, the Offeror hereby affirms that the prices indicated above are quoted in accordance with all terms and conditions of Request for Proposal.

Company Name: _____

Signature: _____

Print Name: _____ Date: _____

ATTACHMENT "G"
REFERENCES

Respondents shall provide a minimum of Three (3) references

1) Company/Agency Name: _____

Physical Address (including city and zip code: _____

Contact Person: _____ Title: _____

Contact Phone and Fax Number: _____ Email Address: _____

2) Company/Agency Name: _____

Physical Address (including city and zip code: _____

Contact Person: _____ Title: _____

Contact Phone and Fax Number: _____ Email Address: _____

3) Company/Agency Name: _____

Physical Address (including city and zip code: _____

Contact Person: _____ Title: _____

Contact Phone and Fax Number: _____ Email Address: _____

ATTACHMENT "H"
ADDITIONAL TERMS

- 1) **Notice of Terms of "Click-Through" License Terms.** (If Applicable) In the event that Vendor requires Authorized users to agree to terms relating to the use of the Service(s) before permitting Authorized Users to gain access to the Service(s) (commonly referred to as "click-through" licenses), Vendor shall provide Institution with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.
- 2) **Delinquent Child Support Obligation.** 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 the 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 specific grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 3) **Franchise Tax Certification.** If Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Vendor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Vendor is exempt from the payment of franchise (margin) taxes.
- 4) **Loss of Funding.** Performance by Institution 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, Institution will issue written notice to Vendor and Institution may terminate this Agreement without further duty or obligation hereunder. Vendor acknowledges that appropriation of funds is beyond the control of Institution.
- 5) **State Auditor's Office.** Vendor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas 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. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.
- 6) **Non-Waiver.** Vendor expressly acknowledges that Institution is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver of relinquishment by Institution of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 7) **Dispute Resolution.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the State Attorney General pursuant to Chapter 2260, shall be used by Institution and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract under this Chapter to Institution's Purchasing Office, who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim. Include language that TAMUS will handle dispute resolution – if warranted.

8) Access by Individuals with Disabilities. Vendor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Institution under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Vendor becomes aware that the EIRs, or any portion thereof, do not comply, then Vendor represents and warrants that it will, at no cost to Institution, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Vendor fails or is unable to do so, then Institution may terminate this Agreement and Vendor will refund to Institution all amounts Institution has paid under this Agreement within thirty (30) days after the termination date.

9) Public Information.

- (a) Vendor acknowledges that Institution 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 Institution’s written request, Vendor will provide specific information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Institution in a non-proprietary format acceptable to Institution. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Institution has a right of access.
- (c) Vendor acknowledges that Institution 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.

10) Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF INSTITUTION (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON INSTITUTION’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS 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 ATTORNEY’S FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON INSTITUTION EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

11) Enforceability. This Agreement is enforced only against and by the parties who have executed it; the Agreement neither creates nor restricts the rights of third parties. Further, if any provision of this Agreement provides that Institution shall enforce the terms of this Agreement against third parties, or restricts the legal rights of third parties, such provision shall be void.

12) Addendum Controlling. In the event there is a conflict between the terms and conditions of the Agreement and Appendix A, then Appendix A will control.

13) Equal Opportunity. This contractor and subcontractor shall abide by the requirements of 41 CFT §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.