



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

REQUEST FOR PROPOSAL

RFP Number:

[RFP0-0001](#)

**Business/Process Mapping and Analysis
for Staff Hiring
CLASS 918-85**

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. Central Time on October 9, 2009

MAIL PROPOSAL TO:

Texas A&M University-Corpus Christi
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
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: September 18, 2009

REFER INQUIRIES TO:

Priscilda Garza
Texas A&M University-Corpus Christi
Purchasing Department
361-825-5822
Email: priscilda.garza@tamucc.edu

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SECTION I

GENERAL

1.1 Scope

Texas A&M University–Corpus Christi (TAMU-CC) seeks a consultant to conduct a comprehensive Business / Process Mapping and Analysis for staff hiring 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, will detail process maps of the following departments: Human Resources, Equal Opportunity Office and the Budget Office.

1.2 Contract Term

Initial Term of Contract shall be two (2) months, beginning late October, 2009 or as soon as practicable thereafter. The project is expected to be completed prior to December 18, 2009 (assuming an October 2009 start date).

1.3 Definitions

For purposes of this RFP, the following definitions apply:

- (a) Respondent / Proposer: shall mean the individual, partnership, corporation or other entity that submits a proposal to this Request for Proposal (RFP).
- (b) Contract – The contract awarded as a result of this RFP and all exhibits thereto
- (c) Contractor – Respondent whose Proposal results in a contract with TAMU-CC.
- (d) Addendum - A modification of the specifications issued by TAMU-CC and distributed to prospective Respondents prior to the opening of bids
- (e) Best and Final Offer (“BAFO”)- A formal request made to selected Respondents for revisions to the originally submitted Proposal

1.4 HUB Subcontracting Plan (HSP)

It is the policy of the State of Texas, Texas Procurement and Support Services (TPASS) and Texas A&M University-Corpus Christi to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontract and purchasing transactions. TAMU-CC initiatives through the Purchasing Department are to assist our prime contractors and core company/agents to achieve these ends through race, ethnic and gender-neutral means. The goal of the HUB Advocacy Program (HUBAP) is to promote full and equal business opportunity for all businesses in contracting and purchasing.

Subcontracting opportunities are not anticipated for this RFQ and therefore a HUB Subcontracting Plan (HSP) is NOT required.

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 Carolyn Koski, HUB Coordinator at (361) 825-2196 or email Carolyn.koski@tamucc.edu for assistance in determining available HUB subcontractors and proper completion of the HSP

SECTION II

STATEMENT OF WORK

- 2.1** Texas A&M University-Corpus Christi fills approximately 200 staff vacancies in a fiscal year. The process to fill a staff vacancy involves several departments. In an effort to improve efficiency and increase customer satisfaction, the University is seeking professional services to conduct a comprehensive business/process mapping and analysis of the processes to fill staff vacancies.

The major processes involved include:

- Creating and filling new staff positions
- Reclassifying and filling existing staff positions
- Filling vacancies with internal transfers and promotions
- Increasing budgeted amounts for staff positions
- Creating and updating position descriptions
- Review for compliance with applicable rules, regulations and laws

The process should include, but is not limited to:

- Review and mapping of the current process to include process name, responsible department, staff responsibilities, time frames, dependencies and inter-dependencies
- Documentation
- Determining what steps are essential and which do not add value
- Identifying challenges
- Recommendations

Key participants include staff from Human Resource, Equal Opportunity Office and the Budget Office. In addition, input should be sought from hiring managers and recent new hires representative of the campus community.

Primary processing departments include Human Resources, Budget Office, and Equal Opportunity Office. Other departments that are or may be involved include the Grants Office, the hiring department, the University Police Department, and Senior Executives (VPs and President).

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	September 18, 2009
Deadline for Submission of Questions	September 30, 2009
Last Day for Addendum Posting	October 5, 2009
Deadline for Submission of Proposals	October 9, 2009
Expected Contract Start Date	October 26, 2009

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 and on the Electronic State Business Daily as an Addendum. See section 3.5 for URL.

3.3 Proposal Requirements

- (a) All Proposals shall be received and time stamped at TAMU-CC prior to **2:00 pm**, Central Standard Time, on the date specified in the Schedule of Events above. TAMU-CC reserves the right to reject late submittals.
- (b) Telephone and facsimile Proposals will not be accepted.
- (c) Respondents shall submit one (1) original and four (4) copies 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.
- (d) 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 the Respondent's responsibility to appropriately mark each envelope or package as "original or copy" and deliver the Proposal to TAMU-CC by the specified date.
- (e) Respondents to this RFP are responsible for all costs of Proposal preparation.
- (f) 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**.

3.4 Proposal Submission

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.**

- (a) **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.
- (b) **Section VI** – Compensation and Fees: Provide a compensation schedule for each task to be performed in response to this RFP, including an estimated maximum amount.
- (c) **Section VII** - Respondent's Questionnaire: Include the information related to the responding business entity.
- (d) **Section VIII** – References: Include a minimum of three (3) references from clients for whom similar services were performed or products were provided.
- (e) **Addendum** – (If applicable) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

3.5 Inquiries

- (a) All inquiries shall be submitted in writing to Priscilda Garza at facsimile 361-825-2772 or by e-mail to Priscilda.garza@tamucc.edu by September 30, 2009, the date listed as the deadline for submission of questions as specified in Section 3.1 above. Respondents are strongly encouraged to submit written questions during the official question and answer period regarding any terms or conditions of this RFP and whether *TAMU-CC* may negotiate that provision under this particular RFP.
- (b) All inquiries will result in written responses with copies posted to the TAMU-CC Purchasing site at http://purchasing.tamucc.edu/purchasing_bid_opportunities.htm and the Electronic Business State Daily at <http://esbd.cpa.state.tx.us/>. 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.

3.6 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 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 Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731 Hours- M-TH prior to 5pm (Fri 3pm)</p>
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3.7 Proposal Opening

Proposals will be opened at:

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

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

3.8 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) TAMU-CC will base its choice on demonstrated competence, knowledge, experience, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal, give preference to a consultant who has conducted similar business/process mapping and analysis in a postsecondary institution of higher learning, specifically within the functional areas of Staff Hiring.
- (d) TAMU-CC reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.
- (e) TAMU-CC reserves the right to accept or reject any or all offers, to waive informalities and technicalities to accept the offer considered not advantageous, and to make the award to the most responsive vendor.
- (f) TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations or submit writing samples before the contract is awarded.
- (g) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<u>Criteria</u>	<u>Weight</u>
History and Qualifications	20 Points
Past experience and performance	20 Points
Proposed fees	45 Points
Presentation of Submittal Documents and Other Criteria	15 Points
TOTAL	100 Points

- (h) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing
- (i) 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.

**TEXAS A&M UNIVERSITY-CORPUS CHRISTI
CONSULTING SERVICES AGREEMENT RFP _____**

This Consulting Services Agreement ("Agreement") is entered into effective as of _____ (the "Effective Date"), by and between The Texas A&M University-Corpus Christi a member of The Texas A&M University System, an agency of the State of Texas, (hereinafter called TAMU-CC), and _____ (hereafter referred to as "Consultant"). (TAMU-CC and Consultant are sometimes hereafter referred to as "Party" Individually or "Parties" collectively).

TAMU-CC and Consultant hereby agree as follows:

1. SCOPE OF WORK

- A. Consultant will [Insert short description of services].
- B. The detailed scope of the work ("Work") and the time for performance thereof, is as set forth in Exhibit A attached hereto and made a part hereof for all purposes.

2. PAYMENT TERMS

This Agreement is for the sum not to exceed _____ (\$00.00). Breakdown of payment is described in Exhibit A attached hereto and made a part hereof for all purposes.

- A. [Insert any payment terms].
- B. For information on allowable State rates visit:
<https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>

Payments of the amount due to Consultant will be provided by TAMU-CC within thirty (30) days of receipt of an invoice. The invoice should detail the purchase order number, the date of service, a description of the work performed for that month, and the person or persons rendering such services. The invoice must be signed by Consultant and submitted to: Accounts Payable, Texas A&M University Corpus Christi, 6300 Ocean Drive, Unit 5733 Corpus Christi, Texas 78412-5733. Payment will be made in accordance with the Texas payment law.

CONTRACT DOCUMENTS

The contract documents shall consist of the following (listed in order of precedence) attached hereto and incorporated as part of this agreement:

- A. This Executed Agreement
- B. Exhibit "A" – The RFP 0-0001 and Addenda(s)
- C. Exhibit "B" – Contractor's Proposal

3. TERM, DEFAULT AND TERMINATION

- A. Initial Term of Contract shall begin on _____ and shall terminate on _____, unless terminated earlier pursuant to the terms set forth in this agreement.
- B. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.
- C. TAMU-CC may, without cause, terminate this Agreement at any time. Upon termination pursuant to this paragraph, Consultant shall be entitled to payment of such amount as shall compensate Consultant for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement. TAMU-CC shall not be required to reimburse Consultant for any services performed or expenses incurred after the date of termination notice. If, due to termination, there is no agreed value for the services performed to date, _____ [Insert vendor name] standard hourly rates for services performed, plus expenses incurred, shall apply.

4. FACILITIES

Other than on a temporary, as needed basis, Consultant will not be provided with office space. Consultant is expected to perform Work on his or her own premises and to provide his or her own tools and materials.

5. PUBLIC INFORMATION

Consultant 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.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and Consultant to attempt to resolve any claim for breach of contract made by Consultant that cannot be resolved in the ordinary course of business. Consultant shall submit written notice of a claim of breach of contract under this Chapter to the Director or Purchasing of TAMU-CC, who shall examine Consultant's claim and any counterclaim and negotiate with Consultant in an effort to resolve the claim.

7. MISCELLANEOUS

- A. Indemnification.** Consultant agrees to indemnify and hold harmless TAMU-CC from any claim, damage, liability, expense or loss arising out of Consultant's performance under this Agreement.
- B. Contract Void.** This Agreement is subject to and shall in all respects comply with Chapter 2254, *Texas Government Code*. Non-compliance may render this Agreement void.
- C. Independent Contractor.** Consultant is an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, Consultant shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither Consultant nor anyone employed or subcontracted by Consultant shall be, represent, act, and purport to act, or be deemed to be an agent, representative, employee or servant to TAMU-CC. Consultant shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMU-CC relative to conduct on its premises.
- D. Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- E. Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Consultant agrees that any payments owing to Consultant under this Agreement may be applied directly toward certain debts or delinquencies that Consultant 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.
- F. Previous Employment.** Consultant acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMU-CC from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by TAMU-CC within the past twelve (12) months. If Consultant is an individual, by signing this Agreement, Consultant certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- G. Franchise Tax Certification.** If Consultant is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Consultant certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Consultant is exempt from the payment of franchise (margin) taxes.
- H. Retention and Audits.** Consultant shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with State

of Texas requirements. Consultant shall maintain all such documents and other records relating to this Agreement for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Consultant understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, TAMU-CC, 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*. Consultant agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- I. **Entire Agreement.** This Agreement (including Exhibits) constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties and only in accordance with Section 2254.031, *Texas Government Code*.
- J. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired thereby.
- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- L. **Non-Assignment.** Consultant shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMU-CC.
- M. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- N. **Loss of Funding.** Performance by TAMU-CC 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, TAMU-CC will issue written notice to Consultant and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. Consultant acknowledges that appropriation of funds is beyond the control of TAMU-CC.
- O. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- P. **Venue.** This Agreement 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.
- Q. **Non-Waiver.** Consultant expressly acknowledges that TAMU-CC is an agency of the State of Texas and nothing in this Agreement 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.

R. Renewal. This Agreement may be renewed by mutual agreement of the parties, so long as the primary term and all renewals do not exceed five years. If renewal is sought, TAMU-CC must **receive** notice of renewal at least 30 days prior to the expiration of the term of this Agreement. Renewals shall comply with Chapter 2254, *Texas Government Code*, and all applicable provisions of the *Texas Administrative Code*.

S. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TAMU-CC and Consultant can 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: Texas A&M-Corpus Christi
6300 Ocean Drive – Mail stop 5731
Corpus Christi, Texas 78412-5731
Attn: Judy Harral, Director of Purchasing
Phone: (361) 825-5936
Fax: (361) 825-2772

Consultant:

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

The Texas A&M University-Corpus Christi

By _____
Dr. Flavius Killebrew
President

Date

[Insert vendor’s company name]

By _____
[insert vendor’s authorized signee]

Date

**CONSULTING SERVICES AGREEMENT
EXHIBIT A**

SCOPE OF WORK - RFP _____

[Insert detailed scope of service]

Consultant shall complete all authorized Work in accordance with the time for performance described for the Work and consistent with the highest customs, standards and practices of Consultant's business or profession.

TERM

This Agreement shall commence on _____, and shall terminate on _____, unless terminated earlier pursuant to the terms set forth in this Agreement.

PAYMENT

Payment will be in the amount of \$00.00 [insert amount of contract].

DELIVERABLES

TAMU-CC reserves the right to request that Consultant submit documents, films, recordings, or reports at any time during the term of this Agreement. Any such documents, films, recordings, or reports compiled by Consultant under this Agreement, if any, shall be submitted no later than _____ [Insert completion date].

In accordance with Section 2254.036, *Texas Government Code*, TAMU-CC shall, on request, supply the Legislative Budget Board and the governor's Budget and Planning Office with copies of all documents, films, recordings, or reports compiled by Consultant under this Agreement. Copies of all documents, films, recordings, or reports compiled by Consultant under this Agreement shall be filed with the Texas State Library and shall be retained by the library for at least five years.

**Section V
EXECUTION OF PROPOSAL**

5.1 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/CMLE 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.**

**Section VI
Pricing & Delivery Schedule**

6.1 Proposal Pricing Summary. (i.e Lump sum, by job task)

Travel will be reimbursed at rates as outlined in the State of Texas Travel Handbook:

Hotel not to exceed \$85/day
Meals not to exceed \$36/day

Airfare will be at the most economical rates available. Mileage from Proposer’s business location to TAMU-CC or business meetings will only be allowed if less than the cost of commercial air.

Receipts for all travel reimbursable will be required before payment of invoices can be authorized.

Work Task Description	Professional Fees	Travel
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTAL	\$	\$

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 two (2) 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**

8.1 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: _____