REQUEST FOR PROPOSAL

RFP Number:

**RFP6-0005**

Banking Services

CLASS 000-00

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. Central Time on Thursday April 7, 2016

MAIL PROPOSAL TO:

Texas A&M University-Corpus Christi
Procurement & Disbursements 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: March 4, 2016

REFER INQUIRIES TO:

Leon Roberts
Texas A&M University-Corpus Christi
Procurement & Disbursements Department
361-825-2196
Email: leon.roberts@tamucc.edu
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SECTION 1

GENERAL

1.1 SCOPE. The Texas A&M University-Corpus Christi (TAMU-CC) seeks an experienced Banking Contractor to supply and manage the operations of a full service branch bank, including ATM and other associated services in exchange for certain financial, marketing, and promotional support in accordance with the specifications contained in this Request for Proposal (RFP).

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

1.2 DEFINITIONS. For purposes of this RFP, the following definitions apply:

(a) Offeror/Respondent – Shall mean all perspective companies/individuals submitting a response to this RFP;
(b) University – Shall mean Texas A&M University-Corpus Christi (TAMU-CC) located at 6300 Ocean Drive, Corpus Christi, TX. 78412
(c) Contract – Shall mean the agreement between the University and the Contractor to provide Branch Banking services, as stipulated in the scope of services;
(d) Anniversary Date – Shall mean June 1st of any Contract Year. “Contract Term” shall be five (5) years.
(e) Business Day – Shall mean the hours between 8:00 a.m. to 5:00 p.m. Monday through Friday, except for Official University holidays;
(f) Campus – Shall mean all facilities located on the Island and Momentum campuses. Additional sites may be added at a later date;
(g) University Contract Administrator – Shall be the Director of University Services at TAMU-CC or a designee, in the University Services Office;
(h) Contract Year – Shall mean the twelve (12) month period within the term that begins June 1 of one year and ends May 31 of the next following year;
(i) Contractor – Shall mean the firm that will provide the Branch Banking Services for the University, and shall include the Contractor and its employees.
(j) Fiscal Year – Shall mean the twelve (12) month period beginning September 1 and ending August 31 of any given year; and
(k) Best and Final Offer – A formal request made to selected respondents for revisions to the originally submitted proposal.
1.3 **BANK LEASE SPACE:** TAMU-CC currently provides space in the University Center building for use as a branch banking facility. The branch bank is located on the first floor of the University Center building with access to adjacent public restrooms. The Information Desk, Conference Rooms, Cove Dining Area, Mail Services, Game Room, Campus Card Office and the University Bookstore operated by Barnes and Noble are located on the same floor. The first floor provides ample seating and lounging space for students, staff and guests. A standalone ATM is located outside the University Center building providing 24 hour access. TAMU-CC, in consideration for the space provided, currently receives a monthly lease amount.

1.4 **BANKING SERVICES:** TAMU-CC currently receives banking services that are available to students, faculty/staff, contractor employees and guests as applicable. Banking services include but are not limited to: Account Services (checking, savings, money market accounts, overdrafts, interim statements, etc.) Loan Services (mortgage, traditional and student loan packages); Cash Services (money orders, cashier’s checks, wire transfers, currency exchange, etc.); ATM, Online and Mobile Banking Services; Other typically offered banking services not listed. An additional ATM not owned or operated by the current provider is located in the Dugan Wellness Center. This ATM is primarily used by students to gain access to financial aid monies refundable to them.

1.5 **OFF CAMPUS MERCHANT PROGRAM:** TAMU-CC in concert with the current banking partner provides holders of the campus ID card the ability to use their available campus card funds (excludes dining funds) at local merchants who have elected to participate in the program. This program currently has six participating merchants. There are over 13,000 active campus cards.

1.6 **CONTRACT TERM:** Any contract(s) resulting from this proposal shall be effective from the date of contract signing or June 1, 2016, for a period of five (5) years to May 31, 2021. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful Contractor’s signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

   In the event, the University requires changes in the scope of services of the Contractor to be performed under a contract. Such changes which are mutually agreed upon by and between the Contractor and the University shall be incorporated in written amendments to the contract.

1.7 **CONTRACT TRANSITION:** If applicable, the transition of contract services shall commence upon awarding of the contract by the University. The Contractor will be expected to attend meetings as reasonably required by the University to assist in the preparation for the takeover of operations, if applicable. All other services shall commence on June 1, 2016, and shall remain in effect through May 31, 2021, unless terminated, canceled, or extended as otherwise provided herein.

1.8 **CONTRACT EXTENSION:** The University shall give the Contractor written notice of its intent to extend no less than ninety (90) days prior to the expiration of the Contract, and if the University elects to extend, any proposed changes in Contract terms shall be specified in writing as part of the written notice. The Contractor shall have thirty-(30) days from the date of receipt of this written notice to accept or take exception to any of the proposed renewal terms. The exceptions shall be negotiated between the University and the Contractor during, the following thirty (30) days. Upon mutual agreement of the parties concerning extension terms,
the Contractor shall sign the extension notice and send it back to the University. If no agreement can be reached, the Contract shall terminate. In the event of termination, the contractor shall continue services under the original contract terms until a new contractor can be identified. In the event of Contract extension, the Contractor will be required to provide complete and current submittals prior to each extension, including, but not necessarily limited to, insurance certificates and financial statements.

1.9 ACCOUNT MANAGER: The Contractor shall provide during the life of the contract one (1) person at all times to serve as the one point of contact for issues regarding the contract. This person will serve as the liaison between the University and the Contractor. The University reserves the right for reasonable issues to request a change of the Account Manager at any time. Any substitution of the Account Manager must be submitted in writing to the University for approval.

1.10 SERVICES TO BE PROVIDED: The existing service level requires the Contractor to operate a Branch Banking facility, ATM and associated banking services on the Island and Momentum campuses as applicable. Offeror should provide, if available, information relating to an Off Campus Merchant Program for the acceptance of campus card by local merchants. All services are located within Nueces County. TAMU-CC reserves the right to decline proposals for the Off Campus Merchant Program in part or its entirety.

1.11 BANK LEASE SPACE: Offeror **MUST** provide a proposal relating to monthly rent for 584 square feet of net usable space located in the University Center building, Room 108. The Information Desk, Conference Rooms, Cove Dining Area, Mail Services, Game Room, Campus Card Office and the University Bookstore operated by Barnes and Noble are located on the same floor. The first floor rotunda and student study and lounge areas provide ample seating and lounging for students, staff and visitors. The successful Offeror will be granted exclusivity as relates to branch banking space on the Island campus.

1.12 BANK SERVICES: The Offeror **MUST** provide a proposal listing the bank services they will offer and all charges for such services. The charges should not be higher than what is currently paid by the Offeror’s existing customers. The services primarily for students and faculty/staff should minimally include but are not limited to Account Services (checking, savings, money market accounts, overdrafts, interim statements, etc.); Loan Services (mortgages, traditional loans and student loan packages); Cash Services (money orders, cashier’s checks, wire transfers, currency exchange, etc.); Online and Mobile Banking Services; and Any other typical or non-typical banking services not listed. The successful Offeror will be TAMU-CC’s exclusive provider of branch banking services operating on the Island campus.

1.13 ATM SERVICES: The Offeror **MUST** provide a proposal relating to providing 24 hour ATM services in a location identified by TAMU-CC adjacent to the University Center building. The successful Offeror will be granted first right of refusal on a second ATM location on the Island campus only. TAMU-CC is interested in the development of a drive up ATM on the Momentum Campus. The Offeror **MAY** provide a proposal for such a facility that will be situated on or near one of the major thoroughfares (Nile Drive or Ennis Joslin Road) dissecting the Momentum campus. All costs associated with developing and constructing the drive up ATM to be borne by Offeror. The placement and design of the drive up ATM is subject to the review and approval of TAMU-CC. The city of Corpus Christi recorded 13,941 vehicles on July 17, 2012, traveling from Alameda Avenue to SPID (State highway 358) via Ennis Joslin
The University’s enrollment has increased over 12% from fall 2012 to fall 2014. Private student housing along the Ennis Joslin corridor has increased significantly over the past three years with additional construction in progress. TAMU-CC opened its first student housing complex on the Momentum campus in fall 2015 with an expected addition in the next two years. In addition to the housing complex, the Momentum campus boasts a tennis complex, beach volleyball courts and a soccer and track stadium that hosts NCAA division I athletic events throughout the year. Over 8,000 students attending TAMU-CC are commuters and use the Nile Drive or Ennis Joslin corridors (along with Alameda and Ocean) for travel to the Island University. The recent announcement relating to the future development of the Pharaoh golf course acreage will result in a greater increase in traffic along the Nile and Ennis Joslin corridors. The current and anticipated future traffic counts in the vicinity of the Momentum campus are favorable for development of an ATM drive up facility. Subsequent to the successful placement of a drive up ATM on the Momentum campus, the Offeror will be granted first right of refusal on subsequent ATM’s for that location. The absence of a proposal for the Momentum campus drive-up ATM will not obligate TAMU-CC to provide exclusivity related to ATM services on the Momentum campus.

1.14 FINANCIAL PROPOSAL: The Offeror MUST include in their proposal a separate section labeled Financial Proposal wherein the Offeror specifically state in this section the amount that will be paid to the University for the following:

- **Student Scholarship Support:** Specifically state the amount that will be paid to the University annually for student scholarship support. The annual amount should be based on a fixed amount and payment will be due within 30 days after the end of each contract year.

- **Student Checking/Savings Account Royalty:** Specifically state the royalty that will be paid to the University based on new checking and/or savings accounts opened at the campus branch location by students. The royalty should include any of the Offeror’s existing bank accounts that are converted at the campus branch location. Additional royalty should be proposed for each subsequent year the student maintains the banking relationship during the contract term. The monthly royalty amount will be due by the 10th of the following month.

- **Faculty/Staff and Contractor Employee Checking/Savings Account Royalty:** Specifically state the royalty that will be paid to the University based on new checking and/or savings accounts opened at the campus branch location by faculty and staff. The royalty should include any of the Offeror’s existing bank accounts that are converted at the campus branch location. Additional royalty should be proposed for each subsequent year the faculty or staff member maintains the banking relationship during the contract term. The monthly royalty amount will be due by the 10th of the following month.

- **ATM Royalty:** Specifically state the royalty that will be paid to the University based on ATM transactions and/or amounts attributed to owners of accounts opened or converted at the campus branch location. The monthly royalty amount will be due by the 10th of the following month.

- **Campus Card Office Support:** Indicate the level of support that will be provided to the Campus Card Office for card restocking supplies and one time re-carding of the campus with a new standard Sanddollar card. Re-carding includes the requisite supplies of color printer ribbons, laminates, card stock, etc. or financial support to outsource the re-carding print process.

1.15 MARKETING and PROMOTIONS: The banking services enhancements will be primarily marketed to students, faculty, staff and campus contractor employees. Creative marketing and
promotion plans linking the University’s processes such as admissions recruitment, new student orientations, resident student move-in, commencement, etc. are essential to a successful banking relationship. The Offeror **MUST** include in their proposal a separate section labeled Marketing and Promotions wherein the Offeror specifically state in this section the marketing and promotions support that will be provided.

- **Marketing and Promotions Support:** Indicate the types of on-going marketing and promotions activities and the associated financial level that will be provided. Consideration should be given to the following:
  - Branded and co-branded ID supplies used to promote the relationship between the Contractor and the Sanddollar card program;
  - Support for a student marketing intern(s) in the Office of University Services;
  - Providing a portable ATM at no cost to the University once a semester (fall and spring) for events designated by the University.
  - Banking debit/credit card depicting the University brand(s).

1.2 **Important Notice – HUB Subcontracting Plan (HSP) NOT Required:** Pursuant to Texas Administrative Code (TAC), Sections 111.13 and 111.14, TAMU-CC has determined that subcontracting opportunities are NOT probable for this RFP. Accordingly, a completed HUB Subcontracting Plan (HSP) is NOT required to be included with any proposal submitted in response to this RFP. If you have any questions regarding these requirements, contact Leon Roberts, HUB Coordinator at (361) 825-2196.

## SECTION 2

### STATEMENT OF WORK

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

**Services including but not limited to the following:**

2.1.1 **Basic Service:** In accordance with the terms and conditions of the contract, the successful Contractor must provide, at its expense, the following for the University’s branch banking operations:

a) Competitive pricing related to bank lease space in the University Center building.

b) Furnish branch banking services including account services, loan services, cash services, online and mobile banking services and any other typical or non-typical banking services not listed.

c) Furnish 24 hour ATM services in a location identified by TAMU-CC adjacent to the University Center building.
d) Competitive pricing for student scholarship support, checking/savings account royalty, ATM royalty, and campus card office support.

e) Provide a plan for on-going marketing and promotions support.

f) Provide a plan that will provide eligible users the ability to use their campus ID card funds for purchases from local vendors in the community.

2.1.2 Drive up ATM on Momentum Campus: In accordance with the terms and conditions of the contract, the successful Contractor MAY provide, at its expense, a proposal for a drive up ATM facility that will be situated on or near one of the major thoroughfares (Nile Drive or Ennis Joslin Road) dissecting the Momentum campus.

a) Competitive pricing for Momentum Campus ATM royalty.

2.2 CONTRACT REQUIREMENTS AND CONDITIONS:

2.2.1 Hours of Operation: The branch banking facility hours will typically be 8am to 5pm Monday through Friday. All established banking holidays may be allowed, but the tenant will be required to close on the days the University designates as holidays or other necessary closure dates. It is desirable that the operating hours be conducive to those of the University Center building core hours and dates.

2.2.2 Branch Staffing: The University’s contract administrator must approve assignment of management personnel and no changes in management personnel will be made without prior consultation with contract administrator. The University reserves the right, with thirty (30) days’ notice, to request the replacement of any managerial personnel due to operating difficulties the University deems a result from unsatisfactory onsite management. The Contractor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief personnel to substitute for absent regular employees. All personnel will strictly adhere to campus regulations regarding personal behavior.

2.2.3 Improvements: Any improvements to the space desired by the Tenant prior to the time of occupancy, or thereafter, will be paid by the Tenant. Plans for remodeling are subject to University standards and all prevailing codes. Plans must be reviewed/approved by TAMU-CC prior to any work beginning. The design for any interior/exterior signs used to evidence name, location, purpose, or logo must be submitted and approved by TAMU-CC prior to being erected. TAMU-CC has the sole discretion whether to approve or reject any sign design and/or placement. In the event of a transition from an existing tenant to a new tenant, it is the responsibility of the new tenant/contractor to acquire and coordinate the transfer of existing fixtures, finishes, and furnishing with the outgoing tenant prior to submitting plans to the University for review. Subsequent improvements and alterations will be subject to the same procedures. All alterations, additions, and improvements, with the exception of removable fixtures, furniture, furnishing, appliances and equipment, will become the property of TAMU-CC without any obligation to pay thereof. Tenant may be required to restore the leased premises at its expense, to the same condition that it was prior to the Agreement at the University’s option upon expiration of the contract.

2.2.4 Utilities: TAMU-CC will provide sufficient electrical service, heating, ventilation, and air conditioning (HVAC) through existing systems at no cost. Any change or upgrades to
existing electrical or HVAC system will be at the expense of the Tenant and must be coordinated through the University’s Physical Plant department. Voice/data/video/security service and any upgrades will be at the Tenant’s expense and must be coordinated through the University’s Telecommunications/Network Services department.

2.2.5 **Security of Premises:** TAMU-CC will provide all best efforts to maintain the security of the building. The tenant is fully responsible for the security of all leased spaces, alarms and locks. A list of all individuals who have access to the space must be on file with the University. TAMU-CC may require that one set of keys allowing access to the space be in the custody of the University Police Department in case of emergencies. If necessary, after-hours access to the University Center building via electronic access card will be provided to the branch manager and one (1) back-up designee for emergency purposes. All necessary alarms and security devices required to comply with federal regulatory and/or corporate policies will be installed/maintained at the expense of the Tenant and must be coordinated through the University’s Telecommunications/Network Services department.

2.2.6 **Custodial Services:** TAMU-CC will provide daily custodial services as part of the Agreement. Tenant must allow reasonable access to the lease space if they desire such work to be accomplished. Custodial services that are required beyond the daily services will be performed on a time & materials basis to be paid or reimbursed by the tenant.

2.2.7 **Maintenance Repair:** All maintenance and repair of the area will be the responsibility of the Tenant with the exception of the structure (foundation, floors, walls, windows, Mechanical, and roof) and electrical delivery system (electrical panels, wiring lighting instruments and receptacles). Should the Tenant elect to replace functioning lighting fixtures or expand or upgrade existing electrical service, this will be at their expense. The Tenant will provide reasonable access to University staff for the purpose of making alterations and repairs to any components of the structure and the electrical system as necessary. Any change in electrical system, lighting, etc. must have the prior approval of TAMU-CC.

2.2.8 **Parking:** Bank staff assigned to the campus banking operation will be required to purchase annual parking permits. The current cost for a full year is $165.00 per vehicle; for annual garage parking permits, the cost is $350.00 per vehicle.

2.2.9 **Branch Activity Reporting and Performance Tracking:** The Contract administrator will be provided with monthly reports summarizing branch activity, including but not limited to new and continuing account volume, loan volume, and ATM transaction volume generated by customers. A summary of financial support must be provided at least annually. TAMU-CC will monitor the performance of the Contract issued under this RFP. All services under the contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

2.3 **SUBCONTRACTORS:**

2.3.1 **Subcontractors:** This Contract shall not be assigned or subcontracted by the Contractor in whole or in part without the written consent of the University. In the event, where the Contractor wishes to subcontract the work, it shall state to the University, in writing, the name and address of such subcontractor, work to be performed or material to be furnished, place of business, and such other information as the University may require in order to determine whether the University shall consent to the subcontract.
2.3.2 **Governmental Relations:** The Contractor must be familiar with, and have a working knowledge of, and comply with all federal, state, and local laws, statutes, ordinances and regulations as applicable to the Contract. These shall include the rules, regulations, and interpretations of the Texas Department of Labor relative to Occupational Safety and Health Standards pertinent to the Contract. The Contractor certifies its compliance with all applicable local, state and federal laws and regulations. At the request of the University, the Contractor will provide evidence of compliance.

2.3.3 **Taxes:** The Contractor shall be responsible for remission of all taxes (federal, state and local) and all license fees, or any other necessary expenses to the operation under the Contract and should conform to all laws, regulations, and ordinances applicable to the performance of this Contract. Notwithstanding the foregoing, the Contractor shall not be responsible for any taxes assessed upon or otherwise derived from the net income of the University.

**SECTION 3**

**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.

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<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Issue RFP</td>
<td>{03/04/2016}</td>
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<tr>
<td>Pre-Proposal Conference (if applicable)</td>
<td>{03/11/2016}</td>
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<tr>
<td>Deadline for Submission of Questions</td>
<td>{03/21/2016}</td>
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<tr>
<td>Deadline for Submission of Proposals</td>
<td>{04/07/2016}</td>
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<tr>
<td>Opening</td>
<td>{04/07/2016}</td>
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<tr>
<td>Expected Award of Contract</td>
<td>{04/21/2016}</td>
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<tr>
<td>Expected Contract Start Date</td>
<td>{06/01/2016}</td>
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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 **PRE-PROPOSAL CONFERENCE.**
Attendance at the Pre-Proposal conference is not mandatory. A Pre-Proposal Conference is scheduled for **March 11, 2016 at 10:00am** (Central Daylight Time). The location of the Pre-Proposal Conference is at the *University Center Room 307 (Silverfish Room)*. Contractors will be given a tour of the branch banking facilities and ATM’s on the day of the conference. This will be the only opportunity for Contractors to visit the banking site. In the interest of fairness, visitation teams will be limited to two (2) persons per company.

3.4 **PROPOSAL REQUIREMENTS:** Respondents shall submit one (1) original and seven (7) electronic copies of the Proposal in sealed packages. Each original must be signed and dated by an official authorized to bind the firm. Unsigned proposal will not be considered.

**IMPORTANT NOTE:** Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above. Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable.

3.4.1 **Submissions:**

(a) **Exceptions:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror’s response will be waived and have no effect either on this Request for Proposal or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

(b) **Certification:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of the Securities Act of 1933, or the Securities Exchange Act of 1934, and that we are not an ineligible vendor. False certification is a Class I felony.

(c) **Proposal Format:** Proposals should be organized in the exact order in which the requirements are presented in the RFP: *Exhibit “B”: Execution of the Proposal* should be placed in the front of the proposal. Each page should be numbered. The proposal should contain a table of contents, which cross references the RFP requirement and the specific page of the response in the offeror’s proposal.

(d) **Oral Explanations:** TAMU-CC shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

(e) **Reference to Other Data:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
(f) **Elaborate Proposals:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. We prefer not to have notebooks and binders. In an effort to support the sustainability efforts of the State of Texas and TAMU-CC, we solicit your cooperation in this effort. **It is desirable that all responses meet the following requirements:**

1. All original proposal copies are printed **double sided**. Additional copies provided electronically.
2. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
3. Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-re-useable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding.
4. Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

(g) **Cost for Proposal Preparation:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred.

(h) **Time for Acceptance:** Each proposal shall state that it is a firm offer which may be accepted within a period of **60 days**. Although the contract is expected to be awarded prior to that time, the **60-day** period is requested to allow for unforeseen delays.

(i) **Titles:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

(j) **Confidentiality of Proposals:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of TAMU-CC, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of TAMU-CC, from contract award. Only discussions authorized by TAMU-CC are exempt from this provision.

(k) **Right To Submitted Material:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of TAMU-CC when received.

(l) **Offeror’s Representative:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

(m) **Subcontracting:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom
and that all information required about the prime Supplier is also included for each proposed sub supplier.

(n) **Proprietary Information:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by law if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by Texas law.

3.4.2 **Requirements:**

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

- References
- Company Profile
- Financial Information
- Execution of Proposal
- Banking Services and Financial Proposal
- Certificates/Licenses
- W9

(a) **References:** Provide list of three (3) current college and or commercial accounts in Texas that you are providing branch banking services, and three (3) past references (including contact name, telephone number, services rendered, and length of service) for which you provided services within the past five (5) years. Provide in **Section 10 (Exhibit “D”).**

(b) **Company Profile:** This section should provide a detailed description of background information on the organization, and should give details of experience and qualifications in the operation of branch banking services especially with other Universities.

1. Provide the name of the firm, a brief overview and history of your firm, the location of its headquarters, the location of the primary office providing services to the University and the location of any branch offices in **Company Profile Section 6 (Exhibit “A”).** Include the name, title, address, telephone number, e-mail address, and fax number of the individual(s) who will serve as the key contact for this RFP process.

2. Provide the number and title of positions of relevant professionals in the firm and in the primary location providing services.

3. Describe the corporate structure. Include any significant developments or organization, ownership, or financial structure changes that have occurred within the last five (5) years or that you anticipate within the next five (5) years.
(c) **Financial Information:** Provide audited balance sheets for the past two (2) years, or other acceptable evidence of financial stability. If two (2) years of financial information are not available, this information shall be provided to the fullest extent possible, but not less than 12 months. If an offeror has less than two (2) years, offeror must explain the reason why they are not available. Copies of income tax returns are **not** acceptable. Provide information as Section 7 (Exhibit “C”)

(d) **Execution of Proposal:** Offerors seeking to participate in this RFP process must submit a signed copy of the Execution of Proposal with the original copy of their proposal and placed at the front of the submitted RFP responses as in accordance with the instructions of this RFP. It should be submitted as Section 5 (Exhibit “B”) and placed in the front of the RFP.

(e) **Banking Services and Financial Proposal:** This information should address the branch bank monthly lease, fees and associated charges for banking services being offered, student scholarship support, ATM and bank account royalty, card office support and marketing and promotions support. The areas of specifications should be organized and responded to in the exact order in which the requirements are presented in the RFP. The technical response must be submitted as Section 8 (Exhibit “D”)

(f) **Certificates/Licenses:** This information should be submitted as Section 9 (Exhibit D)

(g) **W9:** Please attach a copy of your most current W9 form to the RFP response. This should be Section 11 (Exhibit “D”)

### 3.5 INQUIRIES

(a) All inquiries shall be submitted in writing to Leon Roberts at facsimile 361-825-2772 or by e-mail to leon.roberts@tamucc.edu by March 21, 2016, the date listed as the deadline for submission of questions as specified in Section 3.1 above.

(b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at [http://esbd.cpa.state.tx.us/](http://esbd.cpa.state.tx.us/) and the TAMU-CC Purchasing website at [http://purchasing.tamucc.edu/purchasing_bid_opportunities.htm](http://purchasing.tamucc.edu/purchasing_bid_opportunities.htm). If a Proposer 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 Proposer 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 Proposer takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Proposer’s Proposal in response to this RFP and Proposer’s proposed alternative must also be provided in the Proposal. Proposers cannot take a “blanket exception” to this entire RFP. If any Proposer takes a “blanket exception” to this entire RFP or does not provide proposed alternative language, the Proposer’s Proposal may be disqualified from further consideration.

Proposers are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFP and whether TAMU-CC may negotiate that provision under this particular RFP.

3.6 PROPOSAL SUBMISSION: Proposals must include all information requested at all paragraphs and meet all specifications and requirements. All proposals must be submitted in conformance with this RFP. Alternate proposals are unacceptable and, if submitted, may disqualify the Contractor at the University's sole discretion. Proposals will be evaluated based upon the information submitted and the quality of service proposed.

(a) All Proposals shall be received and time stamped at TAMU-CC prior to 2 pm, Central Daylight Time, on the date specified in the Schedule of Events above. TAMU-CC reserves the right to reject late submittals.

(b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent’s responsibility to appropriately mark and deliver the Proposal to TAMU-CC by the specified date.

(c) Telephone and facsimile Proposals will not be accepted.

(d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal. It is the offeror's responsibility to assure that all addenda have been reviewed, signed and returned with the RFP package.

Should any ambiguity or conflict in the RFP become apparent to any offeror prior to the Pre-Proposal Meeting, the Contractor shall promptly apply to the Director of Purchasing for written interpretation. The information given in response will be sent to all contractors in attendance at the meeting by a RFP addendum. Any addendum to the RFP will be issued in writing and must be acknowledged by the offeror in their proposal. No oral statement, explanations, or commitments made by anyone shall affect the RFP except when confirmed in writing by the TAMU-CC Purchasing Department.
3.7 **DELIVERY OF PROPOSALS.** Proposals shall be submitted to TAMU-CC by one of the following methods:

<table>
<thead>
<tr>
<th>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL</th>
<th>HAND DELIVER TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas A&amp;M University-Corpus Christi Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731</td>
<td>Texas A&amp;M University-Corpus Christi Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731 Hours- M-F prior to 5pm</td>
</tr>
</tbody>
</table>

3.8 **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.

3.9 **PROPOSAL EVALUATION AND AWARD:**

(a) TAMU-CC shall award a contract to a Respondent(s) whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov’t Code, Section 2155.074. This solicitation does not commit TAMU-CC to award a contract, to pay any costs incurred in the preparation of a proposal, or to contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposals, if it is in the best interest of the University to do so.

(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. All responsive proposals will be evaluated by the Evaluation Team on the basis of the criteria in the Evaluation Worksheet. An award will be made to the contractor whose proposal takes in consideration all evaluation factors that is most advantageous to the University. The University reserves an unqualified right to reject any or all offers, waive any informalities in the proposal and unless otherwise specified by the contractor, to accept any item or part of the proposal if determined to be in the best interest of the University.

c) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch space monthly lease revenue</td>
<td>35</td>
</tr>
<tr>
<td>Cost effective banking services offered, for students, faculty, and staff</td>
<td>30</td>
</tr>
<tr>
<td>Competitive Royalty (accts. and ATM)</td>
<td>25</td>
</tr>
<tr>
<td>Financial Proposal</td>
<td>25</td>
</tr>
<tr>
<td>Experience in branch banking in higher Education</td>
<td>15</td>
</tr>
<tr>
<td>Marketing and Promotions</td>
<td>20</td>
</tr>
</tbody>
</table>

150

(d) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing.
SECTION 4

GENERAL TERMS AND CONDITIONS

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

CONTRACT FOR SERVICES

(This Contract Template includes the basic provisions and requirements of a contract)

Contract Number: ________________

This Contract for Services (Contract) is entered into this_______day of__________, 20___, by Texas A&M University-Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas, (TAMU-CC) and____________(Contractor), a________ corporation having its’ principal place of business at______________________

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

1. SCOPE OF SERVICES
[NOTE: THIS SECTION MAY BE FILLED OUT OR YOU MAY REFERENCE AN EXHIBIT AND ATTACH EXHIBIT WITH THIS AGREEMENT]

The scope of work includes that work that is outlined in Section____ of the RFP XX-XXXX or the attached Exhibit A “Statement of Work”

2. TERM OF THE CONTRACT

The effective date of this Contract is__________and the Contract shall terminate on__________

3. COMPENSATION AND METHOD OF PAYMENT

A. This Contract is for the sum of____________________($____________).

[OR]

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

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

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

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D. Reimbursement for travel:

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

[OR]

(1) Business-related travel, lodging and/or meal expenses will be reimbursed by TAMU-CC according to the state of Texas rates, rules, and regulations (http://www.window.state.tx.us/procurement/proc/stmp/) in an amount not to exceed $___________. Contractor is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the Contractor be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (Contractor’s place of business to job site) using the State of Texas mileage. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time. For reimbursement of travel expenses, Contractor must submit an invoice- which must include supporting documents. Payment will be made to Contractor upon approval of such invoice by TAMU-CC. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment Law. Generally, payments will be made on the 30th day unless a discount has been arranged for more immediate payment.

E. The total of all payments made against this Contract shall not exceed $___________.

4. CONTRACT DOCUMENTS

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

A. This Executed Contract;
B. Exhibit “A” – Statement of Work;
C. Exhibit “B” – The RFP and Addenda;
D. Exhibit “C” – Contractor’s Proposal; and,
E. Exhibit “D” – Other Attachments.
5. VENUE: This Contract is performable in Nueces County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located. At the execution of this Contract, such county is Nueces County, Texas.

6. GOVERNING LAW: The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

7. SEVERABILITY: If any part of this Contract shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected hereby.

8. INSURANCE

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

### Insurance:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Worker's Compensation</strong></td>
<td></td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

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

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B. **Automobile Liability**

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

C. **Commercial General Liability**

<table>
<thead>
<tr>
<th>Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

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

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

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

*All insurance policies* will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi. No policy will be canceled without unconditional written notice to Texas A&M University – Corpus Christi at least ten days before the effective date of the cancellation. *All insurance policies* will be endorsed to...
require the insurance carrier providing coverage to send notice to Texas A&M University – Corpus Christi ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University – Corpus Christi prior to the performance of any services by Contractor under this Agreement. Contractor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically, hand delivered, or 1st class mail to TAMU-CC’s Contracts Manager at 6300 Ocean Drive, MS 5741, Corpus Christi, Texas 78412 – contracts@tamucc.edu

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

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

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

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

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

12. FORCE MAJEURE: Neither party is required to perform any term, condition, or covenant of this Contract, 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.
13. DISPUTE RESOLUTION:

[ALTERNATIVE 1]

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 Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to Director of Contracts of TAMU-CC, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

[ALTERNATIVE 2]

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

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

(A) Contractor’s claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, Texas Government Code. To initiate the process, Contractor shall submit written notice as required by subchapter B, to Director of Contracts. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Government Code.

(B) 2260, subchapter C, Texas Government Code.

(C) The contested case process provided in Chapter 2260, subchapter C, Texas Government Code, is Contractor’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(D) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this Contract shall be considered a waiver of sovereign immunity to suit.

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

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

14. STATE CONTRACTING REQUIREMENTS

A. CHILD SUPPORT: A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

B. DEBTS OR DELINQUENCIES: Pursuant to Section 2252.003, Texas Government Code, Contractor agrees that any payment owing to Contractor under this Contract may be applied directly toward certain debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

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

D. COMPENSATION FOR PREPARING BID SPECIFICATIONS: A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: “Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

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

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F. Public Information.
   (a) Contractor acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
   (b) Upon TAMU-CC’s written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU-CC has a right of access.
   (c) Contractor acknowledges that TAMU-CC is 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.

G. LOSS OF FUNDS: Performance by TAMU-CC under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds then TAMU-CC will issue written notice to Contractor and TAMU-CC may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of TAMU-CC.

H. STATE AUDITOR’S OFFICE: Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

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

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

15. NOTICES: Any notice required or permitted under this Contract must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Post Office or by overnight mail.
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 reasonably means and will be effective when actually received. TAMU-CC and Contractor 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: 6300 Ocean Drive, MS 5731
Corpus Christi, Texas
Attention: Director of Contracts and Property
E-mail: contracts@tamucc.edu

Contractor:

Attention:
Phone:
Fax:
E-mail:

16. DEFAULT AND TERMINATION

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

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

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

(Template effective 11/7/14)
Page 9 of 11
17. **ENTIRE AGREEMENT:** This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

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

**CONTRACTOR:**  
Texas A&M University  
Corpus Christi

By: ___________________________  
Name: ___________________________  
Title: ___________________________  
Dated: ___________________________

By: ___________________________  
Name: ___________________________  
Title: ___________________________  
Dated: ___________________________
[ADD THE FOLLOWING AFTER NON-WAIVER PROVISIONS, IF APPLICABLE:]

PREVIOUS EMPLOYMENT:
Contractor 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 the agency within the past twelve (12) months. If Contractor is an individual, by signing this Contract, Contractor certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

ACCESS BY INDIVIDUALS WITH DISABILITIES:
[NOTE: TO THE EXTENT THAT CONTRACTOR PROVIDES ELECTRONIC AND INFORMATION RESOURCES AND ALL ASSOCIATED INFORMATION, DOCUMENTATION, AND SUPPORT, THE FOLLOWING PARAGRAPH SHOULD BE INSERTED:]

Contractor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TAMU-CC under this Contract (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 Contractor becomes aware that the EIRs, or any portion thereof, do not comply, then Contractor represents and warrants that it will, at no cost to TAMU-CC, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Contractor fails or is unable to do so, then TAMU-CC may terminate this Contract and Contractor will refund to TAMU-CC all amounts TAMU-CC has paid under this Contract within thirty (30) days after the termination date.

(Template effective 11/7/14)
Page 11 of 1
SECTION 5

EXECUTION OF PROPOSAL

By signature hereon, the respondent certifies that:

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

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

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

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

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

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

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

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

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

RESPONDENT (Company)________________________________________________________________________

SIGNATURE (INK): __________________________________________________________________________

NAME (PRINTED) ____________________________________________________________________________

TITLE: __________________________ DATE: _________________________________________________

STREET: ______________________________________________________________________________________

CITY/STATE/ZIP______________________________________________________________________________

TELEPHONE AND FAXSCMILE 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

<table>
<thead>
<tr>
<th>Preference</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(___) 1.</td>
<td>Supplies, materials, equipment, or services produced in TX/offered by TX bidders</td>
</tr>
<tr>
<td>(___) 2.</td>
<td>Agricultural products produced or grown in TX</td>
</tr>
<tr>
<td>(___) 3.</td>
<td>Agricultural products and services offered by Texas bidders</td>
</tr>
<tr>
<td>(___) 4.</td>
<td>USA produced supplies, materials or equipment</td>
</tr>
<tr>
<td>(___) 5.</td>
<td>Products of persons with mental or physical disabilities</td>
</tr>
<tr>
<td>(___) 6.</td>
<td>Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel</td>
</tr>
<tr>
<td>(___) 7.</td>
<td>Energy efficient products</td>
</tr>
<tr>
<td>(___) 8.</td>
<td>Rubberized asphalt paving material</td>
</tr>
<tr>
<td>(___) 9.</td>
<td>Recycled motor oil and lubricants</td>
</tr>
</tbody>
</table>
SECTION 6

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 6. 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.

6.1 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 7

FINANCIAL INFORMATION

THIS PAGE MUST BE SUBMITTED AS A PART OF YOUR PROPOSAL

Attach audited balance sheets for the past two years.
### SECTION 8

**BANKING SERVICES & FINANCIAL PROPOSAL**

#### 8.1 - Banking Services and Financial Proposal

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Amount</th>
<th>Unit basis</th>
<th>Annual Amount</th>
<th>Other</th>
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</thead>
<tbody>
<tr>
<td>Rent for 584 square foot branch bank</td>
<td></td>
<td>Monthly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Scholarship Support</td>
<td></td>
<td>Annually</td>
<td></td>
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<tr>
<td>Student checking/savings account royalty</td>
<td></td>
<td>Monthly</td>
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<tr>
<td>Staff checking/savings account royalty</td>
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<td>Monthly</td>
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<tr>
<td>ATM Royalty</td>
<td></td>
<td>Monthly</td>
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<tr>
<td>Campus Card Office Support</td>
<td></td>
<td></td>
<td></td>
<td>Please Attach</td>
</tr>
<tr>
<td>Bank Services and associated Fee and service Charges</td>
<td></td>
<td></td>
<td></td>
<td>Please Attach</td>
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<tr>
<td>Marketing and Promotions Support</td>
<td></td>
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<td>Please Attach</td>
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</tbody>
</table>

**PLEASE NOTE FOR EACH FEE OR SERVICE CHARGE IF FEE IS WAIVED FOR STUDENT ORGANIZATIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Amount</th>
<th>Unit basis</th>
<th>Annual Amount</th>
<th>Other</th>
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</table>
SECTION 9

CERTIFICATES/LICENSES

Attach audited balance sheets for the past two years.

THIS PAGE MUST BE SUBMITTED AS A PART OF YOUR PROPOSAL
SECTION 10

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.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>City, State, Zip code</th>
<th>Contact Person</th>
<th>Telephone Number</th>
<th>Dates of Service</th>
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<tr>
<th>Company Name</th>
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<th>Telephone Number</th>
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<th>City, State, Zip code</th>
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</tbody>
</table>
### Current Clients (Provide a minimum of three)

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Telephone Number</th>
<th>Services Rendered</th>
<th>Length of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>3.</td>
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</tbody>
</table>

### Former Clients (Provide a minimum of three)

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Telephone Number</th>
<th>Services Rendered</th>
<th>Length of Service</th>
</tr>
</thead>
<tbody>
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</table>

Provide a brief summary for each former client, explaining the reason that your company is no longer doing business with these clients:

Client Name: ____________________________________________________________

Explanation: ____________________________________________________________

_____________________________________________________________________

Client Name: ____________________________________________________________

Explanation: ____________________________________________________________

_____________________________________________________________________

Client Name: ____________________________________________________________

Explanation: ____________________________________________________________

_____________________________________________________________________
SECTION 11

W/9 INFORMATION
**Request for Taxpayer Identification Number and Certification**

1. **Name**: (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. **Business name/described entity name, if different from above**: Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/single proprietor or
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C Corporation, S Corporation, P-Partnership).
   - Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in line above for the tax classification of the single-member owner.
   - Other see instructions)

3. **Address (number, street, and apt, or suite no.)**

4. **City, state, and ZIP code**

5. **Social security number**

6. **Employer identification number**

**Part I: Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II: Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have not been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/W9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT interest earned or paid
- Form 1099-DIV dividends, including those from stocks or mutual funds
- Form 1099-MISC various types of income, prizes, awards, or gross proceeds
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.