



THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and Business Services

**REQUEST FOR QUALIFICATIONS
ACTUARIAL SERVICES
NUMBER: RFQ-01-SBA-27-289**

**SUBMITTAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on October 23, 2026**

**EMAIL RFQ RESPONSES TO:
SOPROUREMENT@TAMUS.EDU
SUBJECT LINE: SBA-27-289 ACTUARIAL SERVICES**

NOTE: Submittal must be received by The Texas A&M University System Office of Procurement and Business Services before the date and time specified for receipt of submittal as stated within Section 2.4 of this Request for Qualifications. After the due date and time, only the names of respondents may be made public.

REFER INQUIRIES TO:

Jeff Zimmermann, Executive Director
Procurement and Business Services
The Texas A&M University System
soprocurement@tamus.edu

All submittals shall become the property of The Texas A&M University System and the State of Texas upon receipt. Submittals may be subject to public review after contracts have been executed. Refer to Section 5(G) for more information regarding public information.

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SECTION 1

GENERAL

1.1 Scope

The Texas A&M University System (“A&M System”) is soliciting qualifications (each a “Qualification Submittal”) from firms (“Respondents”) with an established history of expertise and qualifications to provide actuarial services for its self-insured group health plan, dental, benefits, retirement, and Self-Insured programs administered through the A&M System Office of Risk Management (“SRM”) beginning November 1, 2026.

By submitting a Qualification Submittal, each Respondent certifies that it understands this Request for Qualifications (“RFQ”) and has full knowledge of the scope, nature, quality, services to be provided, and the conditions under which the services are to be performed. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFQ will be the sole responsibility of the Respondent.

Qualification Submittals shall be in accordance with the terms, conditions, and requirements set forth in this RFQ.

1.2 About the A&M System

The A&M System is one of the largest and most impactful higher education systems in the country, with an annual budget of \$9.1 billion. Its statewide network includes 12 universities, a comprehensive health science center, eight state agencies, Texas A&M–Fort Worth and the Texas A&M–RELLIS campus. The A&M System also plays a direct role in U.S. national security as a member of the teams that manage and operate Los Alamos National Laboratory and the Pantex Plant for the U.S. Department of Energy’s National Nuclear Security Administration. The A&M System serves approximately 175,000 students and reaches millions more through service, research and outreach programs each year. With nearly \$1.6 billion in annual research expenditures, the A&M System fuels innovation, supports communities and drives Texas’ economy forward.

More information about The Texas A&M University System and all of its members can be found at the A&M System [About](https://www.tamug.edu/system/about/) page (<https://www.tamug.edu/system/about/>).

1.3 Benefits Background

Rudd & Wisdom, Inc. is the current vendor providing actuarial services as defined above in the Scope. The maximum period of performance for the current contract expires this fall.

The A&M System intends to continue to self-insure the A&M Care health and dental plans, maintaining a Preferred Provider Organization (PPO) managed care approach. The prescription drug plan is a carve-out program, providing prescription drug benefits to those enrolled in the A&M Care plans. The A&M Care Plan is available to all benefit-eligible employees, graduate student employees, and retirees. The A&M Care J Plan is only available to those with a J1 or J2 visa. The A&M Care 65 Plus Medicare Advantage Plan PPO is only available to retirees who have Medicare. A risk stabilization reserve fund and an IBNR reserve fund are maintained for the self-insured A&M Care plans.

The A&M System currently contracts with Blue Cross and Blue Shield of Texas for administration of the self-insured health plan, Delta Dental for the self-insured dental plan, and Express Scripts for administration of the self-insured prescription drug plan. The A&M System is required by law to rebid contracts at least every six (6) years.

The A&M System currently has 45,248 benefit-eligible employees and retirees.

Current enrollment in the self-insured A&M Care PPO plan is 27,426. Of those enrolled in the A&M Care plan, 1,872 are retirees. There are 11,215 retirees and covered dependents enrolled in the 65

Plus Medicare Advantage Plan PPO. The A&M Care Plans have a total of 63,889 covered lives, including employees, retirees, survivors, COBRA participants and dependents in the A&M Care plan.

Approximately 30,228 employees and retirees and another 24,085 dependents are covered by the A&M System's self-insured dental PPO plan administered by Delta Dental which is available to all benefit-eligible employees, graduate student employees, and retirees. In addition, a fully insured dental Health Maintenance Organization (HMO) plan is available in specific areas throughout the State. The dental HMO plan has approximately 4,070 employees, graduate student employees, and retirees.

The A&M System's plan year corresponds to the state of Texas and A&M System fiscal years which begin on September 1 and end on August 31. Potential plan design changes are researched and discussed each year between September and April. Annual enrollment for employees and retirees takes place during July of each year. An actuarial analysis for the self-insured health and dental plans is performed each spring to set premiums, and a recalculation of the IBNR reserve is completed each September/October.

All benefit eligible employees of the A&M System are required, as a condition of employment, to participate in the Teacher Retirement System of Texas (TRS), a state sponsored defined benefit program, unless they qualify for and elect to participate in the Optional Retirement Program (ORP). This is a defined contribution 403(b) Program generally available to faculty and high-level administrators, in lieu of the TRS for an employee's mandatory retirement contributions.

The A&M System also offers two voluntary supplemental retirement programs. The Tax-Deferred Account (TDA) which is a 403(b) defined contribution plan administered by the A&M System, and the Texa\$aver 457 Deferred Compensation Plan (DCP) administered by the Employee Retirement System of Texas (ERS). Both voluntary programs consist of employee contributions only and are available to every A&M System employee.

In addition to the A&M Care self-insured PPO health plan, a fully insured PPO health and prescription drug plan is also available as an option to graduate student employees and their dependents. Most graduate student employees elect to enroll in the Graduate Student Health Plan rather than the A&M Care plan because of its lower premiums.

Respondents may link to the System Benefits Administration website at <https://www.tamus.edu/benefits/> to review details of the current health plans offered by the A&M System.

The Texas A&M University System Workers Compensation, Auto and Property programs are self-funded and considered funded liability pools. The A&M System self-administers WCI Worker's Compensation, auto and property claims, Origami is the Risk Management Information System (RMIS) being used to collect and store all claim information. These self-funded programs provide claim servicing and claim payments by charging a cost allocation assessment to each System Member based on a percentage of payroll, number of vehicles in each Members fleet and total incurred property losses. Actuarial results, performed by a credentialed 3rd party, will help maintain and validate the financial stability of each program.

1.4 Purpose

This RFQ provides detailed information about the A&M System and its benefit needs and provides the required format for the vendor's Qualification Submittal. Qualification Submittals containing deviations are strongly discouraged. If included, deviations must be identified and described in detail in order to be considered. While a Qualification Submittal with minor deviations from the RFQ will not be disqualified, preference will be given to prospective vendors whose Qualification Submittals contain the fewest and least significant deviations from the requirements presented herein.

The intent of this RFQ is to allow all prospective and interested Respondents to provide adequate information and data that will enable the A&M System to assess the qualifications of the Respondent. To this end, each Respondent shall furnish, as a part of the qualifications, a complete general description of experience in their respective fields.

Respondent is to independently investigate and verify, at its own discretion, all information acquired from the A&M System or from any other source which is relied on by Respondent in the preparation of its Qualification Submittal.

1.5 Priorities/Expectations

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to A&M System in a timely, cost-effective manner. A&M System is seeking a Respondent that will ensure the provision of such quality in its delivery of service through proven techniques and established practices.
- (b) *Level of Experience and Expertise.* Respondent must demonstrate their capabilities in providing the utmost level of experience and expertise to ensure a successful provision of services as determined by A&M System.
- (c) *Delivery Efficiency.* Respondent must demonstrate their ability to deliver the required services in a timely manner while not sacrificing the quality required by A&M System.

1.6 Performance Period

Should A&M System, in its sole discretion, enter into an Agreement with the successful Respondent as a result of this RFQ, the initial term of any such Agreement will continue for three (3) years from the effective date, with the option to extend up to three (3) additional years, upon mutual written agreement executed by authorized representatives of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by the A&M System and negotiated in writing with the successful Respondent. The maximum period of performance pursuant to this RFQ including the initial terms and any renewals ends October 31, 2029. The A&M System reserves the right to amend the terms of the Agreement as necessary to meet state or federal requirements.

SECTION 2

INSTRUCTIONS FOR RESPONDENTS

2.1 General Information

The A&M System is soliciting Qualification Submittals from Respondents who have experience in actuarial services, preferably with institutions or agencies of the State of Texas. These basic Services are outlined in Section 3 – Services Required. The Respondent selected shall have an excellent track record for providing these services relative to the size and scope of the various needs of the A&M System and shall agree to provide these services to A&M System with a top priority commitment.

This RFQ outlines requirements as specified in Section 3. Submittals are to be in accordance with the requirements and terms contained herein, are to remain in effect a minimum of 120 days from the date of submission and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent's cover letter.

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

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

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the Respondent's Submittal (defined below). Any deviation or exception from RFQ specifications must be clearly identified by the Respondent in its Submittal.

2.2 Calendar of Events

Release of RFQ	October 5, 2026
Deadline to Submit Questions	October 9, 2026
Release of Addendum (if applicable)	October 14, 2026
Deadline for Receiving Qualification Submittals	October 23, 2026
Anticipated Award Date	October 29, 2026
Agreement Effective Date	November 1, 2026

The A&M System will make every effort to adhere to the above schedule. The schedule, however, is subject to change. Schedule changes may be necessary for various reasons including but not limited to the need for further clarification of Qualification Submittals or contract terms are in the best interest of the A&M System, and/or in the event the A&M System requires more time to ensure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

2.3 Examination of the Request for Qualifications

Before submitting, each Respondent will be held to have examined the A&M System requirements outlined throughout this RFQ and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFQ.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the Respondent has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.4 Submittal Instructions and Delivery of Submittals

All Submittals must be received by A&M System **no later than 2:00:00 p.m. Central Time, October 23, 2026**, electronically via email to soprocurement@tamus.edu with the subject line of "SBA-27-289 – Consultant and Actuarial Services". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the Submittal. **Late Submittals will not be considered under any circumstances.**

A file sharing tool may be used for the Submittal if large file sizes are an issue. If opting to use a file sharing tool it is recommended to send a test file prior to the due date.

Submittal Format: The Submittal shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below and named as such; I) "**company name – Qualification Statement**", II) "**company name – Forms**".

2.5 Submittal Components

The following documents are to be returned as part of your Qualification Submittal. Failure to include these sections/documents may be basis for disqualification.

I. Qualifications

- ✓ Table of Contents
- ✓ Qualification Statement, Section 4.1
- ✓ Company Profile, Section 4.2

II. Forms

- ✓ Execution of Offer – Exhibit A, signed
- ✓ Non-Collusion Affidavit – Exhibit B, signed and notarized
- ✓ Proposed Cost Worksheet, Section 4.3 – Exhibit E
- ✓ State of Texas Subcontracting Plan, Section 4.4 – Attachment A

Qualification Statement shall consist of answers to questions identified in Section 4.1 of the RFQ. It is not necessary to repeat the question in the Qualification Statement; however, **it is essential to reference the question number with the corresponding answer.**

Failure to comply with all requirements contained in this RFQ may result in the rejection of the Submittal.

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

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature and notary on this document may be done electronically with DocuSign, Adobe or another similar tool. An Agreement may not be executed with an awarded Respondent until this document is fully signed and notarized.

2.6 Inquiries and Interpretations

All questions concerning this RFQ are to be directed, in writing, to Jeff Zimmermann at soprocurement@tamus.edu. Respondents may not contact other individuals at the A&M System to discuss any aspect of this RFQ, unless expressly authorized by the A&M System office of Procurement & Business Services to do so.

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum according to the schedule in Section 2.2 and posted to the Electronic State Business Daily (ESBD).

<http://www.txsmartbuy.com/sp> (Input Agency Number "710" and select "Posted" for the Status)

All such addenda/amendments issued by the A&M System prior to the time that Qualification Submittals are received shall be considered part of the RFQ, and the Respondent shall consider and acknowledge receipt of such in their Execution of Offer (Exhibit A). Only those A&M System replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.7 Selection Process

The evaluation of the Qualification Submittals shall be based on the information provided and the Respondent's demonstrated competence and qualifications to perform the Services. The RFQ provides the information necessary to prepare and submit Qualification Submittals for consideration by A&M System. All properly submitted Qualification Submittals will be reviewed, evaluated, and ranked by A&M System. A&M System may interview one or more of the top ranked Respondents as part of the evaluation process.

A&M System will base its choice on criteria to include, but not be limited to, the following: compliance with stated requirements, demonstrated competence, capability, experience, knowledge, references, qualifications of the Respondent as related to the Services required in this RFQ, and any other information provided within the Qualification Statement. Demonstrated past experience with agencies or institutions of the State of Texas may be given preference. If other considerations are equal, A&M System may give preference to Respondents whose principal place of business is in the State of Texas, or who will manage the contract wholly from an office in the State of Texas, to the extent permitted by applicable law.

While the criteria shall provide the basis for an objective evaluation of each response, the experience and judgment of the System Benefits Administration (SBA) staff and the evaluation committee shall also be important in the selection process.

After tabulation of the Qualification Submittals and such investigation of Respondents as the A&M System deems appropriate, an award may be made to the Respondent whose Qualification Submittal it judges to represent the best value to the A&M System. Final determination for award of the contract will be made on the overall best value to the A&M System. The A&M System reserves the right to reject any or all Qualification Submittals.

A&M System may cancel this RFQ or reject Qualification Submittals at any time prior to an award and is not required to furnish a statement of the reasons why a particular Submittal was not selected. Should A&M System determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that Respondent. The contract will be an Agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Respondent's Submittal as negotiated.

By submitting its Qualification Submittals in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determinations regarding demonstrated competence and qualifications will require subjective judgments by A&M System.

The selection of the successful Respondent(s) may be made by A&M System on the basis of the Qualification Submittals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful Respondent(s) may be made by A&M System on the basis of discussions or negotiations with one or more of the most highly qualified Respondents. A&M System

shall not disclose any information derived from the Qualification Submittals submitted by competing Respondents in conducting such discussions.

All Submittals must be complete and convey all of the information requested to be considered responsive. If a Submittal fails to conform to the essential requirements of this RFQ, A&M System alone will determine whether the variance is minor enough to consider the Submittal acceptable, and therefore a candidate for further consideration, or significant enough to consider the Submittal not acceptable and therefore not considered for award.

A&M System may perform reference checks and seek further information, as needed from all Respondents whose Submittal A&M System, at its discretion, considers viable, based on the initial evaluation. The Respondent's response to this requirement officially authorizes A&M System to contact these organizations to discuss the Services and other considerations which the Respondent has provided to such organizations and authorizes the organizations to provide such information to A&M System and Respondent shall and hereby does release and hold harmless A&M System, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the Submittal.

A&M System reserves the right to reject any or all Qualification Submittals and re-solicit, or to reject any or all Qualification Submittals and temporarily or permanently abandon this RFQ process. A&M System makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ and no such representation is intended or should be construed by the issuance of this RFQ.

SECTION 3 SERVICES REQUIRED

3.1 Scope

The scope of this RFQ includes actuarial services for its self-insured group health plan, dental, benefits, retirement, and Self-Insured programs administered by SRM. This RFQ provides detailed information about the A&M System and provides the required format for the Respondent's Submittal. Deviations from the specifications outlined are not anticipated, although the A&M System will consider any such deviations that it deems are in its best interest.

3.2 Actuarial Services

Task 1. Annual actuarial analysis of the self-insured health, prescription drug, and dental plans

Perform actuarial analyses for the A&M System self-insured health, prescription drug, and dental plans. This includes recommendations regarding plan design changes and projection of their cost to the plan, annual actuarial pricing of the plan premiums (February – May), presentation of the annual pricing of plan premiums to SEBAC (April – May), and annual determination of the appropriate IBNR reserving level (September – October).

System Benefits Administration (SBA) staff provides enrollment, paid claims, lag reports, utilization reports, plan design changes, and any additional source data necessary for the annual actuarial pricing and for the IBNR calculation.

A copy of the most recent Annual Actuarial Pricing and IBNR Reserve Estimate documents are being provided as an example of the deliverables for this task. They are separate Adobe files that you should have downloaded from the Electronic State Business Daily along with the RFQ. Exhibit D provides further information about downloading these files.

Task 2. Annual Actuarial and Rating Analysis of Self-Insured Programs

System Risk Management may request actuarial analysis of its self-insured and risk-financed programs, including Workers' Compensation Insurance (WCI), Automobile Liability/Physical Damage, Prescribed Burn Liability, and other programs or projects as needed.

Services may include analysis of historical loss and exposure data, development of indicated funding or rate levels, loss projections, reserve and Incurred But Not Reported (IBNR) estimates, allocation methodologies, and other actuarial or financial analyses necessary to support the administration and funding of System Risk Management programs.

System Risk Management staff will provide the selected vendor with the available loss, exposure, payroll, vehicle, property, or other source data necessary to perform the requested analysis.

The selected vendor may also be asked to assist System Risk Management with the development or evaluation of rates for new or existing self-insured programs, changes in program structure, or other special projects requiring actuarial analysis.

Task 3. Annual valuation services in relation to Other Post-Employment Benefits (OPEB) calculation which must comply with the Governmental Accounting Standards Board (GASB)

To include preparation of actuarial assumptions, preparation of actuarial analysis for post-retirement plan, complete accounting requirements, and reporting of results. A full valuation may be needed. In subsequent years, a roll-forward actuarial estimate may be determined to be appropriate.

A copy of the most recent Actuarial Valuation of OPEB document is being provided as an example of the deliverable for this task. It is a separate Adobe file that you should have downloaded from the Electronic State Business Daily along with the RFQ. Exhibit D provides further information about downloading this file.

Respondents may link to the System Benefits Administration website at <http://tamus.edu/benefits/> to review the details of the current health, benefit, and retirement plans offered by the A&M System and may review the Office of Risk Management and Safety's program website by linking to <http://www.tamus.edu/business/risk-management>.

3.3 Additional Actuarial Services

Potential Projects

In the event the A&M System identifies a project, outside the scope of the tasks described in Section 3.2 above, for which additional actuarial services are required, the A&M System may develop a specific scope of work and request a quote. A timeline, along with billing and payment terms will be defined at that point. No specific projects are currently planned, but the following are provided as examples of special projects that have been performed in the past under the current relationship.

- Administrative review and claims audit of the self-insured medical third party administrator
- Review Texas Pharmacy Initiative Analyses and findings
- Prescription Drug Surveys
- Legislative Evaluation

SECTION 4 QUALIFICATION SUBMITTAL

Respondents shall carefully read the information herein and submit a complete Qualification Submittal responding to all items listed below. Incomplete Qualification Submittals and Qualification Statements may be considered non-responsive and subject to rejection.

4.1 Qualification Statement

Respondents are instructed to provide the content and in the format as stated below (a-i) in order to expedite analysis and comparison of Qualification Statements received. Failure to use the stated format or failure to provide complete Qualification Statements, may, at the A&M System's option, disqualify the Respondent.

A complete Qualification Statement shall consist of the following items:

- a. Table of Contents
- b. Cover Letter – This letter shall summarize interest and ability to provide the scope of this RFQ, include a statement to the validity of the Qualification Submittal, and provide a contact name for inquiries and correspondence regarding your Qualification Submittal, including title, address, telephone number, facsimile, and email address.
- c. Certification

All entities responding to this RFQ must certify eligibility to contract with the State or any of its subdivisions to the following items:

- Certify that the responding organization in its employment and promotion policies does not discriminate against any of the following classes:
 - Women: Title VII of the Civil Rights Act of 1964, as amended; Executive Order 11246 of 1965, as amended
 - Pregnant Women: Pregnancy Discrimination Act of 1978, PL95-555
 - Racial Minorities: Title VII of the Civil Rights Act of 1964, as amended
 - Aged and Retired: Age Discrimination in Employment Act of 1967, as amended; Tax Equity and Fiscal Responsibility Act of 1983 (TEFRA); Deficit Reduction Act of 1984 (DEFRA); Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)
 - Disabled Individuals and those with catastrophic and terminal diseases: Sections 503 and 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990
- In the interest of safeguarding our employees' protected health information, the A&M System will require the execution of a HIPAA Business Associate Agreement documenting the selected Respondents' compliance with both the privacy and security rules as set forth by the Health Insurance Portability and Accountability Act. The Business Associate Agreement is attached as **Exhibit F** for your reference. This document is not needed with your Qualification Submittal.

- d. Qualifications and Experience

The individuals assigned to this account and the supporting team members should have:

- Proper credentials
- Demonstrated depth/breadth of understanding of the employee benefits industry.
- Knowledge of state and federal laws relating to health, benefit, retirement and self-insured risk management plans

- Successful experience in providing actuarial services and conducting similar projects for large multi-location employers

Respondent shall provide a response to each of the following items:

1. Project Staffing - Provide detailed credentials of everyone who will be assigned to this account. Include personal resumes and specific references for similar projects, for each person who will work directly with the A&M System or have primary responsibility for this project. For each key team member, specifically identify:
 - All actuarial designations held (e.g., FSA, ASA, FCAS, ACAS, MAAA, EA, FCA) and year attained
 - The specific Task(s) in Section 3.2 to which each individual will be assigned
 - Continuing education status and any specialty certifications relevant to governmental or public-sector actuarial work

Indicate how many other clients these key members of the project staff work with on a regular basis and/or have primary responsibility for assisting. Identify all individuals who will provide support to the project including their location, position, specific responsibilities, educational background, experience, and technical capabilities. Provide a comprehensive organizational chart that includes everyone who will be responsible for or provide support to the project.

2. Public Employer Experience - Identify at least two institutions of higher education, state government, or other public employer plans for which you have performed similar services. Describe the service performed, results obtained and current status of the project. Provide the name, title, email address and telephone number of your key contact(s) at the organization. The A&M System may contact these employers at its discretion. The provision of the name of an employer will constitute a release to contact the employer for pertinent information. Emphasis should be given to any projects related to Texas higher education institutions, state agencies, or similar entities in other states.
3. General Experience - Provide a list of at least two employers (other than those listed in Section f. 2) above) with whom you have or have had a similar actuarial relationship. Describe the service performed, results obtained and current status of the project. The list should include the name, title, email address and telephone number of representatives who are familiar with the vendor's work.

Also, provide the name, title, email address and telephone number of representatives of at least two additional employers for whom you have performed similar projects, but with whom you are no longer working. Describe the service performed and results obtained. These employers may be contacted at the discretion of the A&M System. The provision of the name of an employer by the applicant organization will constitute a release to contact the employer for pertinent information.

4. Health, Prescription Drug and Dental Actuarial Experience – Describe your firm's experience performing annual actuarial pricing, plan design modeling, and IBNR reserve estimation for self-insured medical, prescription drug, and dental plans of comparable size and complexity to the A&M System. Specifically address:
 - Your methodology for annual premium development and trend selection
 - Your approach to IBNR reserve estimation and the models/methods typically used
 - Experience working with BlueCross BlueShield of Texas, Express Scripts, and Delta Dental (or comparable carriers/PBMs/TPAs)
 - Detailed knowledge of health care and prescription drug claim systems, including state-of-the-art systems and systems under development, and whether your firm owns, has a

partial interest in, markets, or operates any claim payment or data management systems

- Experience presenting annual pricing recommendations to governing boards, benefits advisory committees, or similar bodies

5. Property/Casualty and Risk Management Actuarial Experience – Describe your firm's experience providing actuarial services to self-insured and self-funded property/casualty programs for public employers or liability pools, specifically addressing the program types administered by A&M System Risk Management: Workers' Compensation, Automobile Liability and Physical Damage, Prescribed Burn Liability, and Property. Your response should address:

- Experience developing loss projections, reserve estimates, and IBNR estimates for each line of coverage listed above
- Methodologies used for rate development and funding level recommendations for self-insured P&C programs
- Experience designing or evaluating cost allocation methodologies (e.g., allocation based on payroll, vehicle count, or incurred property losses, as currently used by the A&M System)
- Experience working with Risk Management Information Systems (RMIS), particularly Origami, which the A&M System currently uses
- Experience with new program development or restructuring of existing self-insured programs
- Credentials of the specific team members (FCAS/ACAS/MAAA) who would perform this work

6. OPEB/GASB Valuation Experience – Describe your firm's experience performing actuarial valuations of Other Post-Employment Benefits (OPEB) for public employers in compliance with Governmental Accounting Standards Board standards. Your response should address:

- Number of GASB 74/75 (and predecessor GASB 43/45) valuations performed in each of the last three years
- Experience with public higher education systems, state agencies, or similarly situated governmental employers
- Your methodology for developing actuarial assumptions appropriate to a public higher education system, including discount rate selection, healthcare cost trend, mortality tables, and demographic assumptions
- Approach to full valuations versus roll-forward estimates, including the criteria your firm uses to recommend when a full valuation is warranted versus a roll-forward
- Experience coordinating OPEB valuation deliverables with external financial auditors
- Credentials of the specific team members (ASA/FSA, EA, MAAA) who would perform this work
- Provide a sample redacted OPEB valuation report that would be representative of the deliverable for Task 3 from Section 3.2

7. Plan Financial Management - Discuss your experience with various methods for self-insured health care, prescription drug, dental, and property/casualty (including Workers' Compensation) programs, and any creative funding methods you have developed for complex self-insured arrangements. Discuss the pros and cons of various approaches as they relate to the A&M System's situation, including risk stabilization reserves, IBNR reserves, confidence

levels for P&C funding, unusual risks, and special legal requirements. Discuss successful performance measures/criteria you have implemented with carriers, PBMs, and TPAs.

8. Plan Design - Describe your capabilities regarding plan design as it relates to the management of health care plans. Explain your ability to model and project the cost impact of proposed plan design changes including any tools that are accessible to clients for this purpose. From whom do you obtain advice about the tax-related issues of benefit plans? Describe any client-facing modeling tools, dashboards, or portals that A&M System staff would have access to during the engagement.
- e. Confidential and Proprietary Information – In order to protect and prevent inadvertent access to confidential information submitted in the Qualification Submittal, the Respondent is to provide a schedule of all pages that the Respondent in good faith, and with legally sufficient due diligence, considers to contain any confidential and/or proprietary information.

Information in any tangible form which is submitted by Respondents will be treated as confidential until such time as a contract is executed. After that time, the A&M System is required to provide access to certain records in accordance with the provisions of Chapter 552, Tex. Government Code, now known as the Texas Public Information Act (TPIA), formerly known as the Open Records Act. By submitting a Qualification Submittal, the Respondent acknowledges and agrees that the A&M System shall have no liability to the Respondent or to any other person or entity for disclosing information in accordance with the TPIA. The A&M System shall not have any obligation or duty to advocate the confidentiality of the Respondent's material to the Texas Attorney General or to any other person or entity. The Respondent further understands and agrees that upon the A&M System's receipt of a TPIA request for a copy of the Respondent contract, including the Qualification Submittal and any exhibits to the contract and response, the only documents that the A&M System shall treat as the Respondent's confidential and proprietary information shall be the documents the Respondent identifies as required above. It is the Respondent's sole obligation to advocate in good faith the confidential or proprietary nature of any information it provides in its Qualification Submittal, and the Respondent understands that the Texas Attorney General may nonetheless determine that all or part of the claimed confidential or proprietary information shall be publicly disclosed.

- f. Deviations – In an effort to compare “apples to apples”, deviations to the RFQ are strongly discouraged. The Respondent shall enumerate and provide a detailed description of any deviations to provisions contained in the RFQ. If your organization is unable to perform any of the required services please provide details.

4.2 Company Profile

- a. Please provide the following:
 - Legal Name
 - DBA Name
 - Number of Years in Business
 - Type of Operation (i.e., Individual, Partnership, Corporation)
 - Number of Employees
 - Annual Revenues
- b. Provide a general overview of the company, including where the company is headquartered, if it has a major base of operation in Texas, and if it has operated under other names.
- c. Include a narrative history of the firm and its background in health, benefit, retirement and self-insured risk management plan administration. Explain the added value or service that your

organization provides that distinguishes it from all others. Explain your organization's general philosophy regarding health care and benefit management.

- d. Financial Stability. Respondent shall provide the following to verify financial stability:
- A copy of your company's audited financial statements for the past two (2) years; or
 - A financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company.
- e. Describe your company's disaster recovery and contingency plans. Have you ever tested or actually implemented these plans?
- f. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- g. Provide details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the A&M System.
- h. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

4.3 **Proposed Cost Worksheet**

Respondent shall provide the information in Exhibit E.

4.4 **State of Texas Subcontracting Plan Requirements**

The Veteran Heroes United in Business program (VetHUB or HUB) as part of the state of Texas Comptroller's Statewide Procurement Division focuses on certification of service-disabled veterans (SDV) to facilitate their growth and development and increase opportunities for contracts and subcontracts with the state of Texas. For additional information on the VetHUB program visit the following site: <https://comptroller.texas.gov/purchasing/vendor/hub/hub-faq.php>.

The A&M System requires a state of Texas Subcontracting Plan (SP) for contracts of \$100,000 or more over the life of the contract (including any renewals and amendments), where such opportunities exist. The total expected value of this solicitation and subsequent contract is \$100,000 or more and the A&M System has determined that subcontracting opportunities are **probable**. Therefore, Respondents to this RFQ are **required** to develop and submit a completed Subcontracting Plan form with their Submittal. (Texas Government Code Chapter 2161, Subchapter F; 34 Texas Administrative Code Section 20.285)

A subcontracting opportunity is defined as any portion or lot of work that the Respondent cannot complete with its own equipment, supplies, materials, and/or employees. The Respondents will use the procedures prescribed below when completing the SP form.

The Respondent shall use the CMBL/VetHUB directory published on the comptroller's website to identify VetHUBs. **If the Respondent uses any alternate source, it accepts the risk that its subcontracting plan may be noncompliant due to inaccurate VetHUB certification information.** A business listed in the VetHUB directory at the time of the good faith effort is considered a VetHUB for purposes of evaluating a subcontracting plan, even if the business later graduates or has its VetHUB status revoked or expired. The VetHUB directory can be accessed via the following site:

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

The A&M System VetHUB Program Office will review the information and documentation submitted and use it as a basis to determine if the plan was developed in good faith effort by the Respondent to utilize VetHUB subcontractors and/or suppliers on this project. The A&M System may reject a SP that

was not developed in good faith or was not completed. The A&M System shall document the reasons for rejection in the contract file. If the A&M System finds that businesses identified in a SP are no longer VetHUBs, it may invite the Respondent to submit a revised plan that identifies active VetHUBs.

An accepted SP form will become a part of any contract with the Respondent resulting from this solicitation. The Respondent must amend its SP if there is any change in its planned subcontracting during the performance of the contract. Any revisions to the SP must be approved by the A&M System VetHUB Program Office.

Procedures for Completing the SP Form

The A&M System requires the Respondent to submit an SP form for this RFQ. The SP form must include all subconsultants, suppliers, subcontractors, and vendors intended to be included in the Respondent's team. The A&M System has set a **VetHUB goal of 2%** for this solicitation.

In accordance with [34 TAC §20.285, as adopted](#) the Respondent must demonstrate its good faith development of a subcontracting plan by either inviting small businesses to bid for subcontracts (the **solicitation method**) or stating that it does not intend to subcontract (the **self-performing method**). These two methods are further described within the SP form.

The SP form to be used for this RFQ is included as [Attachment A](#) with information included in the instructions on page 1. Respondent must complete the SP according to the instructions within the form based on the applicable method. The SP form is also available on the following site:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

State of Texas Subcontracting Plan (SP) Guidance:

To assist Respondents in completing the required State of Texas Subcontracting Plan (SP) form, the Office of Procurement & Business Services has developed a brief tutorial addressing common errors and questions. The video may be accessed using the following link: [How to Complete the State of Texas Subcontracting Plan \(SP\) Form](#). Respondents are strongly encouraged to review the tutorial before submitting their SP form to help ensure accuracy and completeness.

For more information or assistance in properly completing the SP form for this RFQ, the Respondent may contact the A&M System at SO-HUBProgram@tamus.edu. **Each Respondent is encouraged to submit a draft of their SP form prior to submitting their Qualification Submittal to the RFQ for review by the A&M System.** To permit adequate time for the performance of the required good faith effort, we request that all drafts be submitted at least ten (10) business days prior to the RFQ due date.

SECTION 5 GENERAL TERMS AND CONDITIONS

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

This RFQ in no manner obligates A&M System to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by A&M System without penalty or obligation at any time prior to the signing of a contract.

The Respondent must include a formal copy of any Respondent terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by A&M System's Office of General Counsel are essential prior to execution of any resultant Agreement. In the event the Respondent does not supply terms and conditions with their Qualification Submittal, A&M System terms and conditions will govern this transaction.

- B. GOVERNING LAW: Respondent agrees that, in the event of a dispute, the laws of the State of Texas will prevail.
- C. NON-DISCRIMINATION: The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a Qualification Submittal, Respondent certifies that it will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- D. CIVIL RIGHTS REQUIREMENTS: All Respondents must comply with applicable civil rights laws.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting a Submittal, the Respondent certifies that it does not, and will not, during the performance of any resultant Agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- F. DEBARMENT STATUS: By submitting a Submittal, Respondent certifies that it is not currently debarred from submitting Qualification Submittals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.
- G. PUBLIC INFORMATION: Respondent is hereby notified that A&M System strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information. A&M System may seek to protect from disclosure all information submitted in response to this RFQ until such time as the resultant Agreement is executed. Upon execution of the resultant Agreement, A&M System will consider all information, documentation, and other materials requested to be submitted in response to this RFQ to be of a non-confidential and non-proprietary nature and therefore subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552. Respondents will be advised of a request for public information that implicates its materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.
- H. ANTITRUST: Respondent hereby assigns to A&M System, any and all claims for overcharges associated with any contract resulting from this RFQ which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

- I. EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of A&M System or any of its Members, (2) a person who at any time during the four years before the date of the contract was the executive head of A&M System or any of its Members, or (3) a person who employs a current or former executive head of A&M System or any of its Members.
- J. EXECUTIVE ORDER GA-48 CERTIFICATION: Respondent certifies that pursuant to Executive Order GA-48, Hardening of State Government, Respondent is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Respondent acknowledges that a false certification is grounds for immediate termination of any resulting contract or purchase order with no further obligation on the part of A&M System.
- K. INSURANCE: Respondent shall obtain and maintain, for the duration of any resultant Agreement or longer, the minimum insurance coverage set forth on Exhibit C attached hereto.
- L. REQUIRED CONTRACT TERMS: The terms and conditions contained in the draft Services Agreement attached as Exhibit G or, in the sole discretion of A&M System, terms and conditions substantially similar to those contained in the attached agreement, will constitute and govern any Agreement that results from this RFQ. If Respondent takes exception to any terms or conditions set forth in the attached agreement, Respondent will submit a list of the exceptions as part of its Submittal. Respondent's exceptions will be reviewed by A&M System and may result in disqualification of Respondent's Submittal as non-responsive to this RFQ. If Respondent's exceptions do not result in disqualification of Respondent's Submittal, then A&M System may consider Respondent's exceptions when A&M System evaluates Respondent's Submittal.

EXHIBIT A
EXECUTION OF OFFER
RFQ-01-SBA-27-289

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

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT THIS ENTIRE SECTION WITH THE SUBMITTAL.

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

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

Addenda Acknowledgment:

Receipt is hereby acknowledged of the following addenda to this RFQ by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____	Date _____	No. 3 _____	Date _____
No. 2 _____	Date _____	No. 4 _____	Date _____

A.2 Signature

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

- (i) the Submittal and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the Submittal or any subsequent Submittal. Failure to sign below, or signing a false statement, may void the Submittal or any resulting contracts at the A&M System's option, and the Respondent may be removed from all future solicitation lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Submittal;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of the A&M System;
- (v) Respondent has not been an employee of the A&M System within the immediate twelve (12) months prior to the Qualification Submittal;
- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);

- (vii) all services to be provided in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Services;
- (x) each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xii) under Section 231.006, Family Code, the Respondent or applicant certifies that the individual or business entity named in this RFQ, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resultant agreement may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xiii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this solicitation or resultant agreement is not ineligible to receive the specified contract and acknowledges that any resultant agreement may be terminated and payment withheld if this certification is inaccurate.
- (xiv) under Section 2155.0061, Government Code, the Respondent certifies that the individual or business entity named in this solicitation or resultant agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (xv) Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this RFQ and any contract which may result from the submission of the Submittal.

Respondent shall provide their Federal Employer Identification Number (EIN), full company name, address and contact information in the spaces below. Failure to either manually or electronically (i.e. DocuSign) sign in the Authorized Signature line below will disqualify the Submittal. The person signing shall show title and have authority to bind his/her firm into a contractual relationship.

Federal EIN/Taxpayer ID #: _____

Respondent/Company Name: _____

Authorized Signature: _____

Date Executed: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

By signing this RFQ, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).

EXHIBIT B
NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Qualification Submittal (such persons, firms and corporations hereinafter being referred to as the "Respondent"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Qualification Submittal, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the Respondent, in order to induce acceptance of the foregoing Qualification Submittal by said A&M System, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Qualification Submittal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or A&M System.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of A&M System, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has a direct or indirect financial interest in the award of this RFQ, or in the services to which this RFQ relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Notary _____

Subscribed and sworn to before me this

_____ day of _____, 2026.

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

_____. My commission expires: _____

NOTE: THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMITTAL. FAILURE TO SIGN AND RETURN THESE DOCUMENTS MAY RESULT IN THE REJECTION OF YOUR SUBMITTAL.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. Worker's Compensation

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

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A., on the information page of the workers' compensation policy, the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. Automobile Liability Insurance

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 combined single limit of liability per accident for bodily injury and property damage.

C. Commercial General Liability Insurance

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

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

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

D. Excess/Umbrella Liability Insurance

Provider shall maintain excess/umbrella liability insurance providing coverage in excess of all insurance required under this Agreement. Such coverage shall apply on a follow-form basis, or at a minimum, provide coverage no less broad than the underlying primary policies, including

coverage for additional insureds where required. The policy shall be written with limits sufficient to ensure a combined total limit of not less than \$5,000,000 per occurrence and in the aggregate, as applicable, for the underlying policies.

E. Professional Liability (Errors & Omissions) Insurance

Insurance with limits of not less than \$2,000,000 each occurrence, \$4,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Provider and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Provider agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.

2. Provider shall deliver to A&M System the evidence of insurance on a Texas Department of Insurance approved certificate form, Acord form, letter of self-insurance or its equivalent verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services and/or Services by Provider under this Agreement. Provider shall provide additional evidence of insurance on an approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
3. Commercial General Liability and Auto Liability policies must be endorsed to name the Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies as additional insureds up to the actual liability limits of the policies maintained by Provider. The commercial general liability additional insured endorsements must include on-going and completed operations. Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance upon request.
4. Provider hereby waives any and all rights of subrogation against the Board of Regents, The Texas A&M University System and its member institutions, universities, and agencies. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies. Vendor's waiver under this Section shall apply regardless of whether Vendor has obtained the required waiver of subrogation endorsement from its insurer.
5. Any insurance written on a claims-made basis must show a retroactive date prior to the execution date of this Agreement or the start date of services/work performed, whichever date is earlier. Insurance must be maintained and evidence of insurance must be provided for [at least five (5) years after completion of contract work]. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with the same retroactive, Provider must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. Provider shall send written notice to Certificate Holder ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required hereunder.
6. Provider shall pay any deductible or self-insured retention for any loss.
7. Certificates of insurance and additional insured endorsements as required by this Agreement must be submitted/mailed to the following Certificate Holder and/or A&M System contact:

Certificate Holder:
The Texas A&M University System
301 Tarrow St, 5th Floor

College Station, TX 77845

Email Address: SOProcurement@tamus.edu

8. The insurance coverage required by this Agreement must be kept in force until all services and/or Services have been fully performed and accepted by A&M System in writing.
9. A&M System reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT D
SUPPLEMENTAL FILES TO RFQ INSTRUCTIONS

The files listed below are available and shall be downloaded from the Electronic State Business Daily (ESBD) website at the link below.

<http://www.txsmartbuy.com/sp> (Input Agency Number “710” and select “Posted” for the Status)

1. *Annual Actuarial Pricing Report* – This is an Adobe file containing a copy of the most recent Annual Actuarial Pricing Report for the self-insured medical, prescription drug, and dental plans. It is an example of the deliverable required in Actuarial Services, Task 1 in *Section 3.2*.
2. *IBNR Reserve Estimate* – This is an Adobe file containing a copy of the most recent IBNR Reserve Estimate for the self-insured medical, prescription drug, and dental plans. It is an example of the deliverable required in Actuarial Services, Task 1, in *Section 3.2*.
3. *WCI Actuarial Report* – This is an Adobe file containing a copy of the most recent WCI Actuarial Report for the self-insured WCI program. It is an example of the deliverable required in Actuarial Services, Task 2, in *Section 3.2*.
4. *GASB Valuation* – This is an Adobe file containing a copy of the most recent Actuarial Valuation of OPEB report. It is an example of the deliverable required in Actuarial Services, Task 3, in *Section 3.2*.

EXHIBIT E
PROPOSED COST WORKSHEET

Fees provided below must be guaranteed for the initial three-year term of the Agreement.

1. Staffing and Hourly Rates – Provide a list of everyone, including support staff, who will be assigned to work on the A&M System account. For each individual, please provide their title/role, credentials and their hourly rates.

Fixed Fee Quotes by Task – Provide a fixed fee quote for performing the services as described in the Section 3.2 of the RFQ.

2. Task 1. Annual actuarial analysis of self-insured health, dental, and prescription drug plans

Task 2. Annual actuarial analysis of the Self-Insured programs of System Risk Management to determine the appropriate IBNR reserving level

Task 3. Annual valuation services in relation to Other Post-Employment Benefit in compliance with GASB 74 and 75, as necessary.

3. Additional Actuarial Services – A fixed fee quote is not required for Section 3.3 Potential Projects, as no specific projects are currently planned. In the event the A&M System identifies a project outside the scope of Tasks 1 – 3, the A&M System will develop a specific Scope of Work and request a quote. Pricing for such ad-hoc work will be based on the hourly rates provided in Section 1 above. Please respond to the following:
 - Does your firm offer any volume discount, retainer arrangement, or not-to-exceed structure for ad-hoc work under Section 3.3?
 - What is the typical turnaround time commitment for ad-hoc project quotes once the scope is received?
4. Fee Assumptions and Exclusions – Describe any assumptions underlying the fixed fees quoted above, including but not limited to:
 - Number of plan design scenarios modeled under each Task before incremental fees apply
 - Number of meetings, presentations, or site visits included in each fixed fee
 - Travel expenses treatment (included vs. passed through at cost)
 - Any services typically considered part or similar engagements that are excluded from the quoted fees

EXHIBIT F
BUSINESS ASSOCIATE AGREEMENT
DRAFT. NOT FOR EXECUTION AT THIS TIME.

This Business Associate Agreement (this “Agreement”) by and between The Texas A&M University System (“A&M System”), an agency of the State of Texas, on behalf of the A&M System Benefits Administration (“Covered Entity”) and _____ (“Business Associate”), shall be effective as of _____ (the “Effective Date”).

WHEREAS, Covered Entity and Business Associate have entered into, are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create, maintain, and use health information that is protected by state and/or federal law.

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain Protected Health Information or PHI (as defined below).

WHEREAS, pursuant to HIPAA, HHS issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of Electronic Protected Health Information (as defined below).

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI.

WHEREAS, Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) impose certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards.

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to Business Associates.

WHEREAS, the HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as Business Associates.

WHEREAS, the Texas Legislature has adopted certain privacy and security requirements that are more restrictive than those required by HIPAA and HITECH, and such requirements are applicable to Business Associates as “Covered Entities” as defined by Texas law.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the applicable Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

I. Definitions

- a. All capitalized terms used in this Agreement and not otherwise defined shall have the

meanings ascribed to them in HIPAA.

- b. **“Business Associate”** shall have the same meaning as the term “business associate” at 45 CFR Section 160.103, and in reference to the party to this Agreement, shall mean _____.
- c. **“Breach”** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth, in 45 CFR Section 164.402.
- d. **“Covered Entity”** shall have the same meaning as the term “covered entity” at 45 CFR Section 160.103, and in reference to the party to this Agreement, shall mean the A&M System.
- e. **“Data Aggregation Services”** shall mean the combining of PHI or EPHI by Business Associate with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.
- f. **“Electronic Protected Health Information”** shall mean Protected Health Information that is transmitted or maintained in Electronic Media.
- g. **“HIPAA Breach Notification Rule”** shall mean the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Part 164 (Subpart D).
- h. **“HIPAA Privacy Rule”** shall mean the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164 (Subparts A & E).
- i. **“HIPAA Security Rule”** shall mean the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164 (Subparts A & C).
- j. **“Protected Health Information of PHI”** shall mean Protected Health Information, as defined in 45 CFR Section 160.103, and is limited to the Protected Health Information received, maintained, created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Underlying Services.
- k. **“Underlying Services”** shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of Protected Health Information, the services performed by Business Associate for Covered Entity pursuant to the Underlying Services Agreement.
- l. **“Underlying Services Agreement”** shall mean the written agreement(s) (other than this Agreement) by and between the parties pursuant to which Business Associate has access to, receives, maintains, creates or transmits PHI for or on behalf of Covered Entity in connection with the provision of the services described in that agreement(s) by Business Associate to Covered Entity or in performance of Business Associate’s obligations under such agreement(s).

II. Business Associate Obligations.

Business Associate may receive from Covered Entity, or create or receive or maintain on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All references to PHI herein shall be construed to include EPHI.

Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards, the HITECH Act, or Texas law, including without limitation the provisions of Texas Health and Safety Code Chapters 181 and 182 as amended by HB 300 (82nd Legislature), effective September 1, 2012, in each case including any implementing regulations as

applicable (collectively referred to hereinafter as the “Confidentiality Requirements”) if the PHI were used or disclosed by Covered Entity in the same manner.

III. Use of Protected Health Information

Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. Section 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, (ii) for Data Aggregation Services (as herein defined), and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. For avoidance of doubt, under no circumstances may Business Associate sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, as amended by HB 300 (82nd Legislature), effective September 1, 2012, nor shall Business Associate use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity. To the extent not otherwise prohibited in the Business Arrangements or by applicable law, use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.

IV. Disclosure of Protected Health Information

Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Business Associate recognizes that under the HIPAA/HITECH Omnibus Final Rule, Business Associates may not disclose PHI in a way that would be prohibited if Covered Entity made such a disclosure. Any disclosures made by Business Associate shall comply with minimum necessary requirements under the Privacy Rule and related regulations.

Business Associate shall not, and shall provide that its directors, officers, employees, subcontractors, and agents do not, disclose PHI to any other person (other than members of their respective workforce), unless such disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:

- a.) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;
- b.) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and,
- c.) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

Business Associate shall not disclose PHI to any member of its workforce, and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate’s obligations under this Agreement and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them as memorialized in a business associate agreement pursuant to the HIPAA/HITECH Omnibus Final Rule. Business Associate shall take, and shall provide that each of its subcontractors and agents take, appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement

In addition to Business Associate’s obligations under Section IX of this Agreement, Business Associate agrees to mitigate, to the extent commercially practical, harmful effects that are known to Business

Associate and result from the use or disclosure of PHI by Business Associate or its subcontractors or agents in violation of this Agreement.

V. Access to and Amendment of Protected Health Information

Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Any such amendments shall be made in such a way as to record the time and date of the change, if feasible, and in accordance with any subsequent requirements promulgated by the Texas Medical Board with respect to amendment of electronic medical records. Business Associate shall respond to any request from Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of the later of (a) such request by Covered Entity or (b) the date as of which Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by Covered Entity.

VI. Accounting of Disclosures

Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR Section 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

VII. Records and Audits

Business Associate shall make available to HHS or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

VIII. Implementation of Security Standards; Notice of Security Incidents

Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes

aware. At the request of Covered Entity, Business Associate shall identify the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

IX. Data Breach Notification and Mitigation

HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any Breach of "unsecured PHI" (as such term is defined by 45 C.F.R. Section 164.402). A Breach is presumed to have occurred unless there is a low probability that the PHI has been compromised based on a risk assessment of at least the factors listed in 45 C.F.R. Section 164.402(2)(i)-(iv) (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. Section 164.404 governs the determination of the date of discovery of a Breach. In addition to the foregoing and notwithstanding anything to the contrary herein, Business Associate will also comply with applicable state law, including without limitation, Section 521 Texas Business and Commerce Code, as amended by HB 300 (82nd Legislature), or such other laws or regulations as may later be amended or adopted. In the event of any conflict between this section, the Confidentiality Requirements, Section 521 of the Texas Business and Commerce Code, and any other later amended or adopted laws or regulations, the most stringent requirements shall govern.

Discovery of Breach. Business Associate will, following the discovery of a Breach, notify Covered Entity without unreasonable delay and in no event later than the earlier of the maximum of time allowable under applicable law or three (3) business days after Business Associate discovers such Breach, unless Business Associate is prevented from doing so by 45 C.F.R. Section 164.412 concerning law enforcement investigations. For purposes of reporting a Breach to Covered Entity, the discovery of a Breach shall occur as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Breach) who is an employee, officer or other agent of the Business Associate.

Reporting a Breach. Without unreasonable delay and no later than the earlier of the maximum of time allowable under applicable law or five (5) business days following a Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA breach notification requirements set forth at 45 C.F.R. Section 164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with:

- a.) contact information for individuals who were or who may have been impacted by the Breach (e.g., first and last name, mailing address, street address, phone number, email address);
- b.) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery;
- c.) a description of the types of unsecured PHI involved in the Breach (e.g., names, social security number, date of birth, addressees, account numbers of any type, disability codes, diagnostic and/or billing codes, and similar information);
- d.) a brief description of what the Business Associate has done or is doing to investigate the Breach, mitigate harm to the individual(s) impacted by the Breach, and protect against future Breaches; and,
- e.) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the Breach.

Following a Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Breach, including but not limited to the information described above.

X. Termination

This Agreement shall commence on the Effective Date.

Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

Upon termination of this Agreement for any reason, Business Associate agrees:

- a.) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its subcontractors or agents. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>; or,
- b.) in the case of PHI which is not feasible to “return or destroy,” to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

XI. Miscellaneous

Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Covered Entity:

Business Associate:

The Texas A&M University System

System Benefits Administration

Attn: Director, System Benefits Administration

Moore/Connally Building

301 Tarrow St., 5th Floor

College Station, Texas 77840

Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

Assignment. Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights

and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute relating to this Agreement shall be in Brazos County, Texas.

Nature of Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EXHIBIT G**SERVICES AGREEMENT****DRAFT NOT FOR EXECUTION AT THIS TIME**

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

A&M System and PROVIDER hereby agree as follows:

1. SERVICES

- A. PROVIDER will perform the services as set forth in Exhibit A, Statement of Work, attached hereto ("Services"), in accordance with the terms and subject to the conditions contained in this Agreement.
- B. Notwithstanding any other provision in this Agreement, PROVIDER's performance of the Services will (1) conform to the specifications and requirements of Request for Qualifications No. RFQ-01 SOBA-26-283 (the "RFQ"), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFQ, will conform with PROVIDER's Qualification Submittal, dated _____ ("PROVIDER's Qualification Submittal") which was submitted by PROVIDER in response to the RFQ and is incorporated by reference for all purposes. To the extent that the RFQ or PROVIDER's Qualification Submittal conflict with the terms of this Agreement, the terms of this Agreement will control.

2. PROVIDER OBLIGATIONS

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

3. TERM AND TERMINATION

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

defaulting Party may terminate this Agreement upon ____ (__) days' prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such ____-day period.

- C. A&M System may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.
- D. A&M System may terminate this Agreement without cause upon ____ (__) days' prior written notice to PROVIDER.
- E. In the event that A&M System terminates this Agreement for cause, A&M System shall receive a pro-rata refund of any pre-paid amounts.

4. PAYMENT TERMS

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

5. OWNERSHIP OF CREATED WORKS

The Parties intend that all works prepared by PROVIDER under this Agreement ("Deliverables") will be works made for hire and the copyrights and all other rights in the Deliverables will be the sole and exclusive property of A&M System. If, for any reason, the Deliverables would not be works made for hire, then PROVIDER irrevocably assigns, transfers and conveys to A&M System, for no additional consideration, all of PROVIDER's ownership, rights, title and interest in and to the Deliverables, including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that

PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by A&M System. PROVIDER shall secure for A&M System all consents, releases, and contracts and perform other reasonable acts as A&M System may deem necessary to secure and evidence A&M System's rights in any Deliverable.

6. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to disclose information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party. Confidential Information shall include all information, data or other content that A&M System, its affiliates, and their employees, contractors, students, or end-users enter, submit or upload to Services or otherwise provide to PROVIDER through use of the Services under this Agreement (collectively, the "Customer Data").
- B. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party; provided, however, that the above exclusions do not apply to Customer Data that is personally identifiable information or other personal or private data that is protected under applicable laws or regulations.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic

backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of one (1) year.

7. CUSTOMER DATA PRIVACY

- A. A&M System shall retain all right, title, and interest in and to Customer Data. Furthermore, if the Services provided include content generated by artificial intelligence ("AI"), A&M System shall retain all right, title, and interest in and to the AI generated outputs.
- B. PROVIDER shall, within two (2) days of discovery, report to A&M System any use or disclosure of Customer Data not authorized by this Agreement or in writing by A&M System. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Customer Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by A&M System.
- C. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by A&M System, shall return in acceptable electronic format all Customer Data in its possession (or in the possession of any of its subcontractors or agents) to A&M System or, at A&M System's option, delete all such Customer Data, if return is not feasible. PROVIDER shall provide A&M System with at least ten (10) days' written notice of PROVIDER's intent to delete such Customer Data and shall confirm such deletion in writing.

8. COMPLIANCE WITH LAWS

- A. **General.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. **Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.
- C. **FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), A&M System hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or A&M System in writing. PROVIDER is

only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

9. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless A&M System, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a "Claim") arising out of or related to (i) an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

10. INSURANCE

PROVIDER shall obtain, and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Exhibit C, attached hereto.

11. MISCELLANEOUS

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. **Entire Agreement.** This Agreement, together with the exhibits hereto, constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties. The express terms hereof control in the event of a conflict with any other documents constituting part of this Agreement.
- C. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to A&M System. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M System or the A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of A&M System and A&M System, including those applicable to conduct on its premises.
- E. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System. Any purported assignment in violation of this Section will be void.
- F. **Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- G. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. A&M System and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:
- A&M System: The Texas A&M University System
 301 Tarrow
 College Station, TX 77840
 Attention: Jeff Zimmermann
 Phone: 979-458-6410
 Email: zimmermann@tamus.edu
- PROVIDER: **[Insert PROVIDER's complete legal name]**
 [Insert PROVIDER's address]
 Attention: _____
 Phone: _____
 Email: _____
- H. **Organization.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER. Upon A&M System's request, PROVIDER shall promptly deliver to A&M System (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

- I. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- J. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- K. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.
- L. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

12. STATE AGENCY CLAUSES

- A. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of A&M System or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- B. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- C. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M System's sovereign immunity to suit or liability, and A&M System has not waived its right to seek redress in the courts.
- D. **Executive Order GA-43.** To the extent that PROVIDER is providing goods to A&M System under this Agreement, PROVIDER represents and warrants that the goods are not

produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

- E. **Executive Order GA-48.** PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of A&M System or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse A&M System for all prepaid costs.
- F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- G. **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.
- H. **State of Texas Subcontracting Plan.**
- [ALTERNATIVE 1: Include the following provision if subcontracting opportunities are not probable:]**
- PROVIDER has indicated that subcontracting opportunities are not probable under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to MEMBER and submit a State of Texas Subcontracting Plan (SP) form, pursuant to the Veteran Heroes United in Business program (VetHUB or HUB), as required under Section 20.285 of the Texas Administrative Code, as amended.
- [ALTERNATIVE 2: Include the following provision if there are subcontracting opportunities:]**
- Pursuant to the Veteran Heroes United in Business program (VetHUB or HUB), PROVIDER will use good faith efforts to subcontract work performed under this Agreement in accordance with the State of Texas Subcontracting Plan form attached hereto as Exhibit [X] ("SP"). Except as specifically provided in the SP, PROVIDER will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, PROVIDER will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code, as amended.
- I. **Loss of Funding.** Performance by A&M System 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, A&M System will issue written notice to PROVIDER and A&M System may terminate or cancel this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System. In the event of a termination or cancellation under this Section, A&M System will not be liable to

PROVIDER for any damages that are caused or associated with such termination or cancellation.

- J. **Non-Waiver of Privileges and Immunities.** A&M System is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that A&M System is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M System.
- K. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M System under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event A&M System becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M System.
- L. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- M. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits A&M System from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of A&M System that was employed by A&M System during the twelve (12) month period immediately prior to the effective date of the Agreement.
- N. **Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- O. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- P. **Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the Term of this Agreement against a

firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

- Q. **Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.
- R. **Public Information.** PROVIDER acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to A&M System in a non-proprietary format acceptable to A&M System that is accessible by the public. PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- S. **Record Retention.** To the extent that Section 552.372, Texas Government Code applies to this Agreement, PROVIDER must (i) preserve all "contracting information", as defined under Section 552.003(1-a), Texas Government Code, related to this Agreement for the duration of this Agreement as provided by the A&M System's records retention requirements; (ii) promptly provide to A&M System any contracting information related to this Agreement that is in the custody or possession of PROVIDER on request of A&M System; and (iii) on completion of this Agreement, either (a) provide at no cost to A&M System, all contracting information related to this Agreement that is in the custody or possession of PROVIDER, or (b) preserve the contracting information related to this Agreement for seven (7) years after the conclusion of this Agreement as provided by the A&M System's records retention requirements. Furthermore, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- T. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- U. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against A&M System is to be in the county in which the principal office of A&M System's governing officer is located.
- V. Access to Agency Data: Pursuant to Section 2054.138, Texas Government Code, Respondent shall implement and maintain appropriate administrative, technical, and physical security measures consistent with applicable industry standards, to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data ("Security Controls"). Upon written request by A&M System, Firm shall provide A&M

System with evidence of its compliance with the Security Controls within thirty (30) days of such request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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