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

Contract Number: _______________

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

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

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

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

2. TERM OF THE CONTRACT

The effective date of this Contract is___________and the Contract shall terminate on __________.

3. COMPENSATION AND METHOD OF PAYMENT

A. This Contract is for the sum of________________________ ($__________).  

[OR]

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

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

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

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

[OR]

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

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

4. CONTRACT DOCUMENTS

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

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

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

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

8. **INSURANCE**

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

**Insurance:**

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

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

(Template effective 11/7/14)
B. **Automobile Liability**

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

C. **Commercial General Liability**

<table>
<thead>
<tr>
<th>Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically, hand delivered, or 1st class mail to TAMU-CC’s Contracts Manager at 6300 Ocean Drive, MS 5731, Corpus Christi, Texas 78412 – contracts@tamucc.edu

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

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

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

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

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

12. FORCE MAJEURE: Neither party is required to perform any term, condition, or covenant of this Contract, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
13. **DISPUTE RESOLUTION:**

**[ALTERNATIVE 1]**

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

**[ALTERNATIVE 2]**

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

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

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

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

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

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

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

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

14. STATE CONTRACTING REQUIREMENTS

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

B. DEBTS OR DELINQUENCY: Pursuant to Section 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Contract may be applied directly toward certain debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

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

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

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

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

(b) Upon TAMU-CC’s written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU-CC has a right of access.

(c) Contractor acknowledges that TAMU-CC is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

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

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

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

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

15. Notices: Any notice required or permitted under this Contract must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States
Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMU-CC and Contractor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU-CC: 6300 Ocean Drive, MS 5731
Corpus Christi, Texas
Attention: Director of Contracts and Property
E-mail: contracts@tamucc.edu

Contractor: ____________________________
___________________________
Attention: ____________________________
Phone: ( ) ____________________________
Fax: ( ) ____________________________
E-mail: ____________________________

16. DEFAULT AND TERMINATION

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

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

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

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

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

**CONTRACTOR:**

By:___________________________
Name:________________________
Title:_________________________
Dated:_______________________

**TEXAS A&M UNIVERSITY**
- **CORPUS CHRISTI**

By:___________________________
Name:________________________
Title:________________________
Dated:_______________________

(Template effective 11/7/14)
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[ADD THE FOLLOWING AFTER NON-WAIVER PROVISIONS, IF APPLICABLE:]

**PREVIOUS EMPLOYMENT:**
Contractor acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMU-CC from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Contractor is an individual, by signing this Contract, Contractor certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

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

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