



Texas A&M University-Texarkana
Services Agreement

Contract Number:

This Agreement is entered into this _____, by Texas A&M University-Texarkana, a member of The Texas A&M University System, an agency of the State of Texas, (hereinafter called "University") and _____ (hereinafter referred to as Contractor), having its principal place of business at :

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

1. SCOPE OF SERVICES

The scope of work includes:

2. TERM OF THE AGREEMENT

This Agreement shall begin on _____ and end on _____.

3. COMPENSATION AND METHOD OF PAYMENT

3.01 University shall compensate the Contractor for services as outlined in Scope of Services and in an amount not to exceed _____. See detailed costs in Exhibit A, if applicable. The total fee, and incidentals if any, shall be payable upon completion of the project.

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

3.03 Payment will be made upon submittal and approval of a valid invoice. The University shall make payment in accordance with Chapter 2251 of the Texas Government Code. 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.

3.04 Payments can be made by electronic direct deposit or by University Check. Contractors wanting Direct Deposit will be required to complete and submit to the A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

<http://www.tamut.edu/facultyStaffServices/financialServices/MiscellaneousItems/accountsPayable/forms/documents/directDepositVendor.pdf>

4. CONTRACT DOCUMENTS

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

- A. This Executed Agreement;
- B. University RFP or other attachments
- C. Exhibit "A" – SOW and Payment Schedule, if applicable

The Contractor's proposal is hereby incorporated into this Agreement by reference to supplement the Statement of Work.

5. STANDARD CONTRACT CLAUSES

5.01 ABANDONMENT OR DEFAULT

If the contractor defaults on the Agreement, the University reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to the University including but not limited to re-procurement costs, and any consequential damages to the State of Texas or the University resulting from Contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

5.02 AGENCY OF THE STATE OF TEXAS

The University is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the University's right to claim any exemptions, privileges, and immunities as may be provided by law.

5.03 AMENDMENTS

No modification, alteration, or waiver of any term, covenant, or condition of this Agreement and any attachments shall be valid unless in writing and executed by the University and Contractor.

5.04 ANTITRUST

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement.

5.05 APPLICABLE LAW AND CONFORMING AMENDMENTS

Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. The University reserves the right, in its sole discretion, to amend, unilaterally, this Agreement throughout its term to incorporate any modifications necessary for the University or Contractor's compliance with all applicable State and federal laws, and regulations.

5.06 ASSIGNMENTS

Without the prior written consent of the University, Contractor may not assign this Agreement, in completely or in part, and may not assign any right or duty required under it.

5.07 BUY TEXAS

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and Materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

5.08 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 Agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

5.09 CONFIDENTIALITY AND PUBLIC INFORMATION ACT

(a) Contractor acknowledges that the University 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 University's written request, the 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 the University in a non-proprietary format acceptable to the University. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which the University has a right of access.

(c) The contractor acknowledges that the University 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.

5.10 DEBTS OR DELINQUENCIES TO STATE

Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

5.11 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and those officers have not been found to be liable for such practices in such proceedings.

5.12 DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Contractor under the Agreement. If the Contractor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the Agreement for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

5.13 ELIGIBILITY

Under Texas Government Code, Section 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas. Also, Texas Government Code, Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the contract. By signing this Agreement, Contractor certifies that he/she has not been an employee of an agency of the State of Texas in the last twelve calendar months.

5.14 FALSE STATEMENTS; BREACH OF REPRESENTATIONS

By signature to this Agreement, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Contractor signed its Proposal with a false statement or signs this Agreement with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Contractor shall be in default under this Agreement and the University may terminate or void this Agreement for cause and pursue other remedies available to the University under this Agreement and applicable law.

5.15 FELONY CRIMINAL CONVICTIONS

Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised the University as to the facts and circumstances surrounding the conviction.

5.16 FINANCIAL INTERESTS; GIFTS

Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Agreement has received compensation from the University or any agency of the State of Texas for participation in preparation of specifications for this Agreement. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement.

5.17 FORCE MAJEURE

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

5.18 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.

5.19 GOVERNING LAW AND VENUE

The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Hunt County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

5.20 IMMIGRATION

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Agreement and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

5.21 INDEMNIFICATION

Indemnification. Contractor agrees to indemnify and hold harmless the University from any claim, damage, liability, expense or loss to the extent arising out of Contractor's negligent or willful errors or omissions under this Agreement.

Contractor shall also indemnify, save and hold harmless the State of Texas and the University from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Agreement

The University shall notify Contractor of any such claim within a reasonable time of the University's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify the University of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without the University prior written approval and all settlement negotiations shall be in consultation with the Office of the Attorney General. Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest.

5.22 INDEPENDENT CONTRACTOR

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under this Agreement. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of the University. Should Contractor subcontract any of the services required in this Agreement, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the University is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.

5.23 TAX EXEMPT STATUS

As an agency of the State of Texas, University is tax exempt. Tax exemption certification will be furnished upon request.

5.24 LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS

Contractor shall have no authority to act for or on behalf of the University or the State of Texas except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the University.

5.25 ENTIRE AGREEMENT

This Agreement contains the entire agreement between Contractor and the University and supersedes any prior understandings or oral or written agreements between the University and Contractor on the matters contained herein.

5.26 CONFLICTS OF INTEREST

By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

5.27 NO WAIVER

Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Agreement or under applicable law shall not constitute a waiver of

such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The University does not waive any privileges, rights, defenses, or immunities available to the University by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.

5.28 NOTICES

Any written notices required under this Agreement will be by either hand delivery to Contractor's office address specified on Page 1 of this Agreement or by U.S. Mail, certified, return receipt requested, to

To Client: Texas A&M University-Texarkana
Attention: Vice President for Finance & Administration
7101 University Avenue
Texarkana, TX 75503

To Vendor:

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

5.29 PARTIALLY COMPLETED WORK

Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Agreement.

5.30 PROHIBITED USE OF APPROPRIATED OR OTHER FUNDS UNDER CONTROL OF STATE AGENCY; LOBBYING

The Contractor represents and warrants that ordering entities' payments to the Contractor and Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Texas Government Code, Section 556.005 or Section 556.008.

5.31 SEVERABILITY CLAUSE

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

5.32 SIGNATORIES

The undersigned signatories represent that they have full authority to enter into this Agreement on behalf of the respective parties.

5.33 STATE AUDITOR'S OFFICE

Contractor 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 5 1.9335(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 subcontractor.

5.34 STRICT COMPLIANCE

Time is of the essence in the performance of this Agreement. Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Agreement.

5.35 SUBSTITUTIONS

Substitutions are not permitted without written approval of the University

5.36 SURVIVAL OF TERMS

Termination of the Agreement for any reason shall not release the Contractor from liability or obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

5.37 TERMINATION

(a) Convenience

The University may, in its sole discretion, terminate this Agreement upon thirty (30) days' written notice to Contractor. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. University shall be liable only for payments for any goods or services ordered from the Contractor before the termination date.

(b) Cause/Default

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, the University may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the

failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the University.

(c) Rights upon Termination or Expiration

In the event that the Agreement is terminated for any reason, or upon its expiration, the University shall retain ownership of all associated work products and documentation obtained from Contractor under the Agreement. Further, the University and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Texas Government Code, Chapter 2260. No later than the first calendar day after the termination of this Agreement, or at the University request, Contractor shall deliver to the University all completed, or partially completed, work and any and all documentation or other products and results of these services.

5.38 CONTRACTOR CERTIFICATION REGARDING BOYCOTTING ISRAEL

To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, Vendor/ Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate..

5.39 CONTRACTOR CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

CONTRACTOR:

TEXAS A&M UNIVERSITY-TEXARKANA

By: _____
Signature

By: _____
Signature

Name: _____
Printed/Typed Name

Name: Jeff Hinton
Printed/Typed Name

Title: _____

Title: VP for Finance & Administration

Date: _____

Date: _____

For Comptroller's Use Only		

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Types

SECTION 1	1. Select transaction types:	
	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Change custodial agency () () () ()

Payee Identification

SECTION 2	2. Payee type		3. Identification number		4. Mail code (If not known, leave blank.)	
	<input type="checkbox"/> State employee	<input type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Texas Identification Number (TIN)	<input type="checkbox"/> Employer Identification Number (EIN)	<input type="checkbox"/> Social Security number (SSN)*	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
	5. Payee name				6. Phone (Area code and number)	
7. Mailing address (Street, city, state and ZIP code)				() () ext.		

New Account Information (Setups and Changes) (Completion by financial institution is recommended)

SECTION 3	8. Financial institution name		9. City		10. State	
	11. Routing number (9 digits)		12. Customer account number (maximum 17 characters)		13. Account type	
	14. Financial representative name (optional)		15. Title (optional)		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	16. Financial representative signature (optional)		17. Phone (Area code and number) (optional)		18. Date (optional)	
		() () ext.				

Existing Account Information (Changes Only)

SEC 4	19. Routing number (9 digits)	20. Customer account number (maximum 17 characters)	21. Account type
			<input type="checkbox"/> Checking <input type="checkbox"/> Savings

International Payments Verification (required)

SEC 5	22. Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).
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Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to electronically deposit my payments from the state of Texas to my financial institution. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	23. Authorized signature	24. Printed name	25. Date
	sign here		

Cancellation by Agency (for state agency use)

SEC 7	26. Reason	27. Date

State Agency Contact (for state agency use)

SECTION 8	28. Authorized signature		29. Date	
	30. Phone (Area code and number)		31. Agency number	
	() () ext.		764	
	32. Agency name			
Texas A&M University - Texarkana				
33. Comments				

34. Please return to the paying agency at the following address:

Texas A&M University - Texarkana
Accounts Payable/Direct Deposit Program
7101 University Avenue
Texarkana, TX 75503-0597

Phone: 903-223-3173 Fax: 903-223-3130