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

REQUEST FOR QUALIFICATION

RFQ Number:
RFQ8-0002

Physician Services
CLASS 948-74

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on July 20, 2018

MAIL PROPOSAL TO:
Texas A&M University-Corpus Christi
Purchasing Department
6300 Ocean Drive Unit 5731
Corpus Christi TX  78412-5731

HAND DELIVER AND/OR EXPRESS MAIL TO:
Texas A&M University-Corpus Christi
Purchasing Building
6300 Ocean Drive Room 115A
Corpus Christi TX  78412

Show RFQ Number, Opening Date and Time on Return Envelope

NOTE:  PROPOSAL must be time stamped at Texas A&M University-Corpus Christi Purchasing Department before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt.  After receipt, only the names of proposers will be made public.  Prices and other proposal details will only be divulged after the award, if one is made.

DATED:  June 29, 2018

REFER INQUIRIES TO:

Will Hobart
Texas A&M University-Corpus Christi
Purchasing Department
361-825-2616
Email: Priscilda.will.hobart@tamucc.edu
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SECTION 1

GENERAL

1.1 SCOPE. The Texas A&M University-Corpus Christi (TAMU-CC) seeks to establish a contract with a physician or group of physicians to provide effective medical care within an acute care setting for TAMU-CC students in accordance with the specifications contained in this Request for Qualifications (“RFQ”). In particular, the services requested herein and to be provided under any contract(s) awarded as a result of this RFQ are for Physician Services. The contracted physician will supervise the mid-level providers and medical staff who are employed by TAMU-CC. Board certified Family Practice or Internal Medicine physicians are preferred.

The University Health Center is an acute care clinic which serves currently enrolled students at TAMU-CC and is staffed by a contract physician, two half-time family nurse practitioners and three registered nurses. Currently TAMU-CC has 12,000 students ranging in age from 17-65. The Center’s primary emphasis is on the treatment of acute illnesses and minor injuries, preventive health care and health education. As an acute care clinic, students are referred to community providers for specialized or long-term health care needs, most labs and radiology. The Health Center is open during normal University business hours (no evening or weekend hours).

The Health Center has five (9) exam rooms, a Class A Pharmacy, a CLIA-waived laboratory and uses contracted laboratory services. The center also provides a Women’s Health clinic which offers gynecological services, contraception counseling and prescriptions, and other primary care services related to women’s health. Preventive medicine services include immunizations and tuberculin skin testing; vision and hearing screenings; contraception; STD and HIV screenings; and educational consultations on nutrition, weight management, smoking cessation and substance abuse.

The Health Center is fee based and at this time does not process insurance claims. Professional medical staff have used an Electronic Medical Records system for a number of years. The system has the ability to track billable ICD procedures and diagnoses. For more information about the Health Center, visit http://healthcenter.tamucc.edu.

1.2 CONTRACT TERM. The services requested shall be provided for a period of two (2) years, beginning September 1, 2018, or the last signature date, whichever is later, and ending September 2, 2020. This contract may be renewed for up to three (3) one (1) year renewal options upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the initial term.

1.3 DEFINITIONS. For purposes of this RFQ, the following definitions apply:

(a) Addendum - A modification of the specifications issued by TAMU-CC and distributed to prospective Respondents prior to the opening of proposals;

(b) Contract – The contract awarded as a result of this RFQ and all exhibits thereto; this RFQ, any Addendum issued in conjunction with this RFQ, the successful Respondent’s Proposal, and any subsequent submission by Respondent, shall all be fully incorporated therein as
1.4 **Important Notice – HUB Subcontracting Plan (HSP) NOT Required:** Pursuant to Texas Administrative Code (TAC), Sections 111.13 and 111.14, TAMU-CC has determined that subcontracting opportunities are NOT probable for this RFQ. Accordingly, a completed HUB Subcontracting Plan (HSP) is NOT required to be included with any proposal submitted in response to this RFQ. If you have any questions regarding these requirements, contact Carolyn Koski, HUB Coordinator at (361) 825-2196.

(c) Contractor – Respondent whose Proposal results in a contract with TAMU-CC.
SECTION 2

STATEMENT OF WORK

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

Services including but not limited to the following:

2.1.1 Basic Service
(a) Provide direct patient care in an acute care clinic setting on a weekly basis at TAMU-CC University Health Center
   - During Fall and Spring semesters, require physician to provide (2) 4 hours clinics each week classes are in session.
   - During Maymester and Summer Sessions (I and II), require physician to provide (1) 4 hour clinic each week classes are in session.
   - The Fall and Spring semesters begin mid-week. For these 2 weeks, we request physician to provide (1) 4 hour clinic and (1) 4 hour meeting to consult with Health Center administrative team and to provide training for Health Center staff.

(b) Supervise 3 Family Nurse Practitioners
   - Audit and sign a minimum of 10% of patient medical records of the Family Nurse Practitioners every 10 working days. The physician may choose to audit more charts.
   - Must be available to consult with FNP and nurses by phone during clinic hours.
   - Set guidelines for care to be followed by Family Nurse Practitioners.
   - Prefer physician to also audit patient medical records of Registered Nurses.

(c) Implement standing orders for registered nurses and medical staff to provide limited acute primary care such as dispensing over the counter medications, giving immunizations, and performing a variety of tests (i.e., pregnancy tests and urinalysis). In collaboration with Health Center administrative staff physician will review standing orders at least once a year.

(d) Collaborate with Health Center professional staff as needed in developing care plans and providing treatment to students. Serve as consultant to Counseling Center psychiatrist and treatment professionals as needed in developing care plans and providing treatment to students.

(e) Consult, as needed, with Lead Pharmacist on a limited patient formulary for Class A Pharmacy and call-in prescriptions.

(f) In collaboration with Health Center administrative staff, will review and approve Health Center Policies and Procedures at least once a year.

(g) Provide trainings and participate in staff development meetings as necessary.
(h) Consult with Health Center Director and Associate Director one hour a month and as needed throughout the year.

(i) Consult with Office of Student Engagement and Success as necessary within confidentiality guidelines.

(j) Must be willing to identify an alternate physician who is willing to work in accordance with contract (including supervision of FNPs) when contract physician is unavailable.

2.1.2 Vendor Qualifications:
(a) Selected physician(s) must be currently licensed to practice medicine in the State of Texas and have a current DEA number.

(b) Selected physician(s) must demonstrate experience and capacity to perform the duties listed.

(c) Ideal candidates will be board certified in family practice or internal medicine.

(d) Selected physician(s) must furnish proof of professional malpractice liability insurance and current resume/vitae to include work experience, related work experience, references and profile of medical services currently being provided to the community.

2.1.3 Special notes:
(a) TAMU-CC is not open to working with residency programs.

(b) The Health Center is closed nights, weekends and University Holidays.

(c) Physician(s) are encouraged to conduct in-service programs for Health Center staff but it is not necessary.

(d) Physician(s) must disclose practices in other states, pending/past disciplinary action by the Medical Board/employers, etc.
SECTION 3

PROPOSAL INFORMATION

3.1 Schedule of Events. The solicitation process for this RFQ will proceed according to the following schedule:

Texas A&M University-Corpus Christi reserves the right to change the dates shown below upon written notification.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFQ</td>
<td>June 29, 2018</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>July 13, 2018</td>
</tr>
<tr>
<td>Opening (2:00 PM Central Standard Time)</td>
<td>July 20, 2018</td>
</tr>
<tr>
<td>Expected Award of Contract</td>
<td>September 1, 2018</td>
</tr>
<tr>
<td>Expected Contract Start Date</td>
<td>September 1, 2018</td>
</tr>
</tbody>
</table>

3.2 REVISIONS TO SCHEDULE.
TAMU-CC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the TAMU-CC purchasing website. See section 3.5 for URL.

3.3 PROPOSAL REQUIREMENTS.

(a) Submissions: Respondents shall submit one (1) original of Section 5, Execution of Proposal, along with one (1) original and five (5) CD or Flash drive copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

(b) Costs: Respondents to this RFQ are responsible for all costs of Proposal preparation.

(c) TAMU-CC will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act, Tex. Gov’t Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14 point font.

(d) Contents: Listed below is a summary of all information to be included in a Proposal
submitted in response to this RFQ. TAMU-CC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The following documents must be submitted with the response.

- **Execution of Proposal: Section V** – Signed Execution of Proposal: Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.

- **Respondent Information: Section VI** - **Respondent’s Questionnaire** Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent’s primary contact.

- **References: Section VII** - Include a minimum of three (3) references from clients for whom similar services were performed. Include project description, contact names, position, and company name and telephone number for each reference listed.

(e) **General Information:**

- All proposals will become the property of the University upon submission.

- The University reserves the right to reject any or all proposals received and to cancel this RFQ in part or in its entirety.

- This RFQ in no way obligates the University to award a contract.

### 3.5 INQUIRIES

(a) All inquiries shall be submitted in writing to Will Hobart at facsimile (361) 825-2772 or by e-mail to Will.hobart@tamucc.edu by July 13, 2018 Central Daylight Time, the date listed as the deadline for submission of questions as specified in Section 3.1 above.

(b) All inquiries will result in written responses with copies posted to the TAMU-CC Purchasing website at [http://purchasing.tamucc.edu/](http://purchasing.tamucc.edu/). If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

(c) Except as otherwise provided in this Section, upon issuance of this RFQ, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFQ with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFQ.

(d) If Respondent takes any exceptions to any provisions of this RFQ, these exceptions must be specifically and clearly identified by Section in Respondent’s Proposal in response to this
RFQ and Respondent’s proposed alternative must also be provided in the Proposal. Respondents cannot take a “blanket exception” to this entire RFQ. If any Respondent takes a “blanket exception” to this entire RFQ or does not provide proposed alternative language, the Respondent’s Proposal may be disqualified from further consideration.

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

3.6 PROPOSAL SUBMISSION.

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

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

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

(d) Receipt of all addenda to this RFQ should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

3.7 DELIVERY OF PROPOSALS. Proposals shall be submitted to TAMU-CC by one of the following methods:

<table>
<thead>
<tr>
<th>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL</th>
<th>HAND DELIVER TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas A&amp;M University-Corpus Christi Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731</td>
<td>Texas A&amp;M University-Corpus Christi Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731 <strong>Hours- M-TH prior to 5pm (Fri 3pm)</strong></td>
</tr>
</tbody>
</table>

3.8 PROPOSAL OPENING. Proposals will be opened at:

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

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

3.9 PROPOSAL EVALUATION AND AWARD.

(a) TAMU-CC shall award a contract to a Respondent on the basis of demonstrated competence and qualifications to perform the services according to the State of Texas, as defined by Tex. Gov’t Code, Section 2254.003.

(b) A committee will be established to evaluate the Proposals. The committee will include employees of TAMU-CC and other persons invited by TAMU-CC to participate.

(c) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to support services needed by the University per specifications</td>
<td></td>
</tr>
<tr>
<td>Credentials of Physician and/or Group</td>
<td></td>
</tr>
<tr>
<td>Quality of interpretative report</td>
<td></td>
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</tbody>
</table>
SECTION 4

GENERAL TERMS AND CONDITIONS

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

(The following contract is a sample, and may not be an exact representation of the contract that will be signed)

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 XXX-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.

(Template effective 11/7/14)
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 rules, rules, and regulations (http://www.window.state.tx.us/procurement/norm theft) 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.

(TMPL T empt effective 11/7/14)
Page 2 of 11
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>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$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@tamuscc.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.

(Template effective 11/7/14)
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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) The contested case process provided in Chapter 2260, subchapter C, Texas Government Code, is Contractor’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

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

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

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

14. STATE CONTRACTING REQUIREMENTS

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

B. DEBTS OR DELINQUENCIES: Pursuant to Section 2252.903, 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 shall 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)
Page 9 of 11
17. ENTIRE AGREEMENT: This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

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

CONTRACTOR: ________________________________
By: ________________________________
Name: ________________________________
Title: ________________________________
Dated: ________________________________

TEXAS A&M UNIVERSITY
- CORPUS CHRISTI
By: ________________________________
Name: ________________________________
Title: ________________________________
Dated: ________________________________

(Template effective 11/7/14)
Page 10 of 11
[ADD THE FOLLOWING AFTER NON-WAIVER PROVISIONS, IF APPLICABLE:]

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

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

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

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

EXECUTION OF PROPOSAL

By signature hereon, the respondent certifies that:

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

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

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

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

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

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

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

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

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

RESPONDENT (Company) ____________________________________________________________

SIGNATURE (INK): ________________________________________________________________

NAME (PRINTED) ________________________________________________________________

TITLE: ___________________________ DATE: ___________________________

STREET: ________________________________________________________________

CITY/STATE/ZIP: __________________________________________________________

TELEPHONE AND FAX/SCMILE NO.: _____________________________________________

TEXAS IDENTIFICATION NUMBER (TIN): ___________________________________________

In the case of a tie between two (2) or more respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by respondents, Texas A&M University-Corpus Christi will draw lots to break the tie.

Check below if preference claimed under Rule 1 T.A.C. 113.8

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<tr>
<td>(___) 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders</td>
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<td>(___) 2. Agricultural products produced or grown in TX</td>
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<td>(___) 3. Agricultural products and services offered by Texas bidders</td>
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<td>(___) 4. USA produced supplies, materials or equipment</td>
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<td>(___) 5. Products of persons with mental or physical disabilities</td>
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<td>(___) 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel</td>
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<td>(___) 7. Energy efficient products</td>
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<td>(___) 8. Rubberized asphalt paving material</td>
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<td>(___) 9. Recycled motor oil and lubricants</td>
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<td>(___) 10. Products produced at facilities located on formerly contaminated property</td>
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<td>(___) 11. Products and services from economically depressed or blighted areas</td>
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NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.
SECTION 6

RESPONDENT’S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, Texas A&M University-Corpus Christi will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M University-Corpus Christi reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

- Number of Years in Business: ______
  
  Type of Operation: Individual____ Partnership____ Corporation____ Government____
  
  Number of Employees: _____(company wide)
  Number of Employees: _____(servicing location)
  
  Annual Sales Volume: _____________________________(company wide)
  Annual Sales Volume: _____________________________(servicing location)

- State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by Texas A&M University-Corpus Christi.

- Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by Texas A&M University-Corpus Christi.

- Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

- Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company’s performance under an agreement with Texas A&M University-Corpus Christi.

- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

- Please list below any exceptions to the requirements of this Request for Proposal.
SECTION 7
REFERENCES

List below other organizations (users of similar size and structure to Texas A&M University-Corpus Christi preferred) for which these or similar services have been provided:
List must include a contact name and current phone number.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>City, State, Zip code</th>
<th>Contact Person</th>
<th>Telephone Number</th>
<th>Dates of Service</th>
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