REQUEST FOR QUALIFICATIONS

RFQ Number:
RFQ7-0003

UNIVERSITY COUNSELING CENTER PSYCHIATRY SERVICES

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on January 13, 2017

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 thereunder, 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: December 19, 2016

REFER INQUIRIES TO:
Leon Roberts, Senior Buyer/HUB Coordinator
Texas A&M University-Corpus Christi Purchasing Department
361-825-2196
email: leon.roberts@tamucc.edu
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SECTION 1

INTRODUCTION

1.1 Introduction
The Texas A&M University-Corpus Christi (TAMU-CC) seeks to establish a contract with a psychiatrist or psychiatric practice group to provide psychiatry services to TAMU-CC students on a part-time basis within a brief therapy care setting. Psychiatry services will be 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 Psychiatry Services. Board certified psychiatrists are preferred.

1.2 Scope of Proposal
The University Counseling Center serves only currently enrolled students at TAMU-CC and is staffed by a contract psychiatrist, 4 psychologists, 4 licensed professional counselors, and a case manager. TAMU-CC has over 12,000 enrolled students ranging in age from 17-65. The Counseling Center provides counseling, psychiatric services, substance abuse services, and crisis services to students, with a focus on wellness, prevention, and education. In keeping with a brief therapy model, students are referred to community providers for specialized or long-term counseling and psychiatric care needs. The Counseling Center is open during normal University business hours (no evening or weekend hours) and contracts with a service to provide students with access to a crisis counselor evenings after business hours, weekends, and holidays. For more information about services at the Counseling Center, visit http://counseling.tamucc.edu.

The Counseling Center is supported through student fees. There is no additional charge to students for counseling or psychiatry visits. Students are responsible for purchasing psychiatric medication prescribed by the contract psychiatrist. The Counseling Center assists students by connecting them to prescription assistance programs when possible and by completing prior authorization insurance forms.

Psychiatry services at the Counseling Center are offered on a part-time basis every week that classes are in session. Hours are determined at the beginning of the fiscal year based on student need with more hours scheduled each week during the longer fall and spring semesters. This past year the contract psychiatrist provided services up to 14 hours a week during the long semesters and up to 7 hours a week during the summer semesters. Last year about 11% of the students seen at the Counseling Center also received psychiatry services. Historically there has been a waiting list for students for an initial appointment with the psychiatrist with a wait this past year of 4-6 weeks for about 6 months of the year.

1.3 Statement of Work
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:
1.3.1 Basic Service

(a) Provide scheduled psychiatric services to TAMU-CC students on a weekly basis at the TAMU-CC University Counseling Center (UCC) for the weeks classes are in session (up to 46 weeks a year). The number of hours of psychiatric service offered to students varies by semester. This past year the contract psychiatrist provided a total of 14 hours of psychiatric clinical service each full week classes were in session for the fall and spring semesters; and a total of 7 hours a week during the summer semesters.

(b) In addition to scheduled clinical time, psychiatric provider will provide, as needed, emergency consultation by phone or in person.

(c) The scope of psychiatric services under this contract will
   i. be limited to the provision of psychiatric services to TAMU-CC students utilizing UCC services,
   ii. be within the University Counseling Center scope of practice, and
   iii. be within provider’s area of expertise as licensed by the State of Texas.

(d) The psychiatrist will provide the following services to TAMU-CC UCC clients:
   i. Provide psychiatric evaluations and treatment, prescribe and monitor psychotropic medications, and provide refills and prior authorization insurance forms, as needed, for students.
   ii. Collaborate with counselors as indicated to provide quality treatment including consultation regarding medication management and psychiatric treatment plan.
   iii. Provide psychiatric evaluations and referral services for students requiring inpatient treatment or long-term outpatient treatment beyond the scope of services of the UCC.
   iv. Document all psychiatric assessments, treatments, and prescriptions rendered to TAMU-CC UCC students within one (1) business day of providing services using the UCC’s Electronic Health Records (EHR) system.
   v. Consult with Executive Director of Counseling and Health Centers and Counseling Center Associate Director one hour a month, and as needed, throughout the year.
   vi. Serve as consultant to University Health Center contract physician and treatment professionals, as needed, on psychiatric and mental health issues.
   vii. Serve as consultant to the Office of Student Engagement and Success, as needed, and as permitted by relevant laws and confidentiality guidelines.

(e) The TAMU-CC University Counseling Center is not a HIPAA covered entity. All Counseling Center psychiatric records are considered treatment records under the Family Educational Rights and Privacy Act (FERPA) and are subject to applicable State of Texas Mental Health laws / regulations and other relevant professional and governing bodies. State laws place additional privacy protections and disclosure restrictions on mental health and counseling records subject to FERPA.

(f) Must identify an alternate provider who is willing to work in accordance with contract when contract psychiatrist is unavailable.
1.3.2 Must follow University and Texas A&M System policies, regulations, and procedures including but not limited to Internet Security (IT) security, annual trainings, Title IX policies, ethics, and disclosure of any conflict of interest.

1.3.3 **Vendor Qualifications:**

(a) Selected psychiatry provider(s) must have a valid and current license, DEA number, and other relevant credentials to practice psychiatry in the State of Texas.

(b) Selected psychiatry provider(s) must use a separate DEA number for the UCC practice location.

(c) Selected psychiatry provider(s) must demonstrate experience and capacity to perform the duties listed in this RFQ.

(d) Ideal candidates will be board certified in psychiatry.

(e) Selected psychiatry provider(s) must furnish proof of professional malpractice liability insurance at the level specified by the Texas A&M System. Professional liability insurance with limits of not less than $1,000,000 each occurrence, $2,000,000 aggregate.

(f) Selected psychiatry provider(s) must furnish current resume/vitae to include work experience, related work experience, references and a profile of psychiatry services currently being provided to the community.

1.3.4 **Special notes:**

(a) TAMU-CC is not open to working with residency programs.

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

(c) Psychiatric provider(s) are encouraged to conduct in-service programs for Counseling Center staff but this is not required.

1.4 **Proposer Special Requirements**

In the proposed environment the successful proposer will be responsible for provide goods and services as per requirements.

1.4.1 No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of TAMU-CC. Upon written request, the vendor shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.

1.4.2 Vendor shall indemnify and hold Texas A&M University-Corpus Christi harmless in the event vendor fails to comply with such law, rule, regulation, standard or requirement, with the result that Texas A&M University-Corpus Christi sustains any liability imposed against Texas A&M University-Corpus Christi whether or not Texas A&M University-Corpus Christi has contested the validity of such violation or fine; any loss due to the delay of the contract's progress by reason of the noncompliance of contractor, including those incurred
in the enforcement of any provision against contractor and/or his agents, employees or subcontractors and reasonable attorney's fees that may be necessary to defend any action resulting therefrom.

1.4.2 All information regarding claims is to be held confidential as allowable by the laws of the State of Texas.

1.5 Contract Term
The services requested shall be provided for a period of two (2) years, beginning January 16, 2017, or the last signature date, whichever is later, and ending January 15, 2019. 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.

1.6 Sub-Contracting Information
HUB Requirements: 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 Leon Roberts, HUB Coordinator at (361) 825-2196.
SECTION 2
GENERAL INFORMATION

2.1 Submittal Deadline and Location
All Requests for Qualifications must be received by Texas A&M University-Corpus Christi no later than 2:00 p.m. Central Time, January 13, 2017, in a sealed envelope or box marked “RFQ 7-0003 - University Counseling Center Psychiatry Services.”

2.1.1 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</td>
</tr>
<tr>
<td>Hours: Monday-Friday prior to 5pm</td>
<td></td>
</tr>
</tbody>
</table>

2.1.1 Proposals to be typed on 8 ½ x 11-inch paper with all pages numbered sequentially and stapled or bound together.

2.1.2 Late offers properly identified will be returned to Respondent unopened. Late offers will not be considered under any circumstances.

2.2 Submittal Instructions

2.2.1 Proposals including Execution of Offer (Section 8) must be signed by Respondent’s company official authorized to commit such proposals. **Failure to sign the Execution of Offer may be basis for proposal disqualification.**

2.2.2 Proposals must include the signed Attachment A from the HUB Subcontracting Plan (HSP). **Failure to do so will be basis for disqualification.**

2.2.3 An original and six (6) copies of the complete proposal response are required.

2.2.4 Proposal package (box/carton) must indicate on the lower left-hand corner the submitter’s company name, the proposal opening date, and RFQ number.

2.2.5 Telephone and/or facsimile (Fax) responses to this RFQ are not acceptable.

2.3 Proposal Components
The following documents are to be returned as part of your proposal submittal:

2.3.1 **Signed** Execution of Offer (Section 8)
2.3.2 Qualifications (Section 2.2)

2.3.3 Respondent’s System Questionnaire (Section 2.4)

2.3.4 Respondent’s Questionnaire (Section 9)

2.3.5 Technical Proposal (Section 2.3)

2.3.6 Original and six (6) copies of proposal.

2.4 Texas A&M University-Corpus Christi Contact
Any questions or concerns regarding this Request for Qualifications shall be directed in writing to:

Leon Roberts, Senior Buyer/HUB Coordinator
Texas A&M University-Corpus Christi
Purchasing Department-5731
Email: leon.roberts@tamucc.edu
361-825-2196

Texas A&M University-Corpus Christi specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individual.

2.5 Inquiries and Interpretations
Responses to inquiries which directly effect an interpretation or change to this RFQ will be issued in writing by addendum (amendment) and mailed and or faxed to all parties recorded by Texas A&M University-Corpus Christi as having received a copy of the RFQ. All such addenda issued by Texas A&M University-Corpus Christi prior to the time that proposals are received shall be considered part of the RFQ, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M University-Corpus Christi replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The deadline for submitting questions in writing is January 6, 2016. Addendum’s shall be posted to the TAMU-CC Purchasing website at http://purchasing.tamucc.edu/.

2.6 Open Records
Texas A&M University-Corpus Christi considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is awarded.

Respondents are hereby notified that Texas A&M University-Corpus Christi strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFQ information.

2.7 Terms and Conditions
The Terms and Conditions of the request for proposal shall govern any Agreement issued as a result of this solicitation RFQ.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M University-Corpus Christi may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.
SECTION 3

EVALUATION CRITERIA FOR AWARD

3.1 Evaluation Information
Texas A&M University-Corpus Christi will utilize an evaluation team for the evaluation of this RFQ. Texas A&M University-Corpus must be confident that the respondent’s proposal of services will meet the needs of Texas A&M University-Corpus Christi. Texas A&M University-Corpus Christi will evaluate and make the award on the proposal that is determined to be the best value to the State based on the criteria listed below. The University must be confident that the respondent will perform and meet their needs.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFQ, Texas A&M University-Corpus Christi alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. Texas A&M University-Corpus Christi shall be the sole judge of the comparative evaluation of the proposals received. The award will be based on the basis of the proposal judged to be in the best interest of Texas A&M University-Corpus Christi’s judgment in this regard shall be considered final. Any agreement resulting from this request shall be awarded to the proposer providing the “best value” proposal to Texas A&M University-Corpus Christi. Responses from proposers that do not demonstrate adequate qualifications may be rejected at the evaluation stage.

3.2 Evaluation Criteria and Weights
Each proposal shall be evaluated on the ability to meet Texas A&M University-Corpus Christi’s requirements and to provide the best value to the University. Proposal shall be evaluated by assigning points to each of the items below. The maximum number of points that can be assigned to each item being evaluated are shown below:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to provide psychiatric services for the Counseling Center as specified in RFQ.</td>
<td>45%</td>
</tr>
<tr>
<td>Ability to provide psychiatric services including Level of experience, skill level and references</td>
<td>45%</td>
</tr>
<tr>
<td>Credentials of Psychiatrist and/or Group</td>
<td>10 %</td>
</tr>
<tr>
<td></td>
<td>100 %</td>
</tr>
</tbody>
</table>

3.3 Interview/Presentation
The University may require an interview/presentation before the award is made. The University reserves the right to use the interview/presentation as an additional factor in the award.
SECTION 4
STATEMENT OF QUALIFICATIONS

4.1 Statement of Interest

4.1.1 Provide a statement of interest for the project including a narrative describing the provider/firm’s unique qualifications with providing Psychiatry Services.

4.1.2 Provide a history and important statistics about the provider/firm.

4.1.3 Provide a statement about the availability and commitment of the provider/firm and its principal(s) and key professionals to undertake the project.

4.2 Provider/Firm

4.2.1 Provide resumes giving the experience and expertise of the principals and key professional members for the provider/firm that will be involved in the project, including their experience with similar projects and the number of years with the provider/firm, and any requested credentials.

4.2.2 Provide information on past provider/firm TAMU-CC services/projects or TAMU System services/projects, if any

4.2.3 Provide information on past provider/firm experience on other institutional type work, if any. And, provide information on past provider/firm experience on institutional work within the scope of this contract, if any

4.2.4 Provide information on provider/firm’s ability to meet Basic Service requirements listed in Section 2.1.1.

4.2.5 Provide information on provider/firm references, minimum of five

4.2.6 Provide any additional information that the provider/firm believes may better describe its qualifications and/or benefit to the University.

4.3 Format for Statement of Qualifications

4.3.1 Page Size, Binding, Dividers, and Tabs

4.3.1.1 Submittals should be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings or staples

4.3.1.2 Preprinted material should be referenced in the submittal and included as labeled attachments

4.8.1.3 Separate each part of the Qualifications by use of a divider in accordance with the parts under Section 4.2 Requirements for Statement of Qualifications

4.4 Table of Contents
4.9.1 Include a Table of Contents for the Qualifications and give page numbers for each part of the Qualifications as well as separate attachments. Supplementary information not required by Section 4.2 Requirements for Statement of Qualifications should be clearly identified in the Table of Contents and provided as a separate part.

4.5 Pagination

4.5.1 Qualifications shall be a maximum of 100 pages. The covers, table of contents, and divider sheets do not count as pages.

4.5.2 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.). Attachments, if any, should be numbered separately.
SECTION 5
GENERAL TERMS AND CONDITIONS

5.1 General

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

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

Contract Number: ________________

This Contract for Services (Contract) is entered into this ______ day of _______ 20____, by Texas A&M University-Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas, (TAMU-CC) and___________(Contractor), a_________ corporation having its principal place of business at___________.

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

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

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

2. TERM OF THE CONTRACT

The effective date of this Contract is________and the Contract shall terminate on ____________.

3. COMPENSATION AND METHOD OF PAYMENT

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

[OR]

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

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

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

(Template 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>A. <strong>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)

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B. **Automobile Liability**

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

C. **Commercial General Liability**

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

(Template effective 11/7/14)
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.

(Template effective 11/7/14)
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F. Public Information.

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

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

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

G. LOSS OF 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:

Sample

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 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)
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:**

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**TEXAS A&M UNIVERSITY**

- **CORPUS CHRISTI**

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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.

(Template effective 11/7/14)
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### Section 6

**EXECUTION OF PROPOSAL**

By signature hereon, the respondent certifies that:

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

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

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

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

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

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

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

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

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

**RESPONDENT (Company)**

**SIGNATURE (INK):**

**NAME (PRINTED):**

**TITLE:** ___________________________ **DATE:** ______________

**STREET:** __________________________________________________________________________________________________

**CITY/STATE/ZIP:** ____________________________________________________________________________________________

**TELEPHONE AND 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 7

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.

7.1 Company Profile

- Number of Years in Business: _______

Type of Operation: Individual____ Partnership____ Corporation____ Government____

Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

Annual Sales Volume: _____________________________(company wide)
Annual Sales Volume: _____________________________(servicing location)

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

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

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

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

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

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