



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

REQUEST FOR QUALIFICATION

RFQ Number:
RFQ7-0001
Physician Services

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on October 7, 2026

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: 09/23/2026

REFER INQUIRIES TO:

Will Hobart, Director
Texas A&M University-Corpus Christi
Purchasing Department
361-825-2616
Email: 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, Internal Medicine, or Emergency Room 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 full-time family nurse practitioners, one half-time family nurse practitioner, 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 healthcare needs, most labs and radiology. The Health Center is open during normal University business hours (no evening or weekend hours).

The Health Center has seven exam rooms, 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; 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 August 1, 2026, or the last signature date, whichever is later, and ending July 31, 2028. 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

exhibits;

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

- 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 Ruben Gonzalez, HUB Coordinator at (361) 825-5822.

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) Supervise 3 Family Nurse Practitioners
- Audit and sign a minimum of 5%-10% of patient medical records of the Family Nurse Practitioners every 30 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.
 - Meet with Director, Associate Director, Family Nurse Practitioners monthly either in person or virtually.
- (b) 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.
- (c) Collaborate with Health Center professional staff as needed in developing care plans and providing treatment to students.
- (d) In collaboration with Health Center administrative staff, will review and approve Health Center Policies and Procedures at least once a year.
- (e) Consult with Office of Student Engagement and Success as necessary within confidentiality guidelines.
- (f) 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.
- (g) Although this position is not intended to be a “remote work” or “hybrid” position, there may be occasions when the physician is required to conduct patient care visits via Telehealth.

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, internal medicine, or emergency 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.
- (e) A background check will be run prior to execution of a contract.

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.

<u>Event</u>	<u>Date</u>
Issue RFQ	September 23, 2026
Deadline for Submission of Questions	September 28, 2026
Addendum Issued	October 1, 2026
Opening (2:00 PM Central Standard Time)	October 7, 2026
Expected Award of Contract	TBD
Expected Contract Start Date	TBD

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** by e-mail to will.hobart@tamucc.edu by close of business on September 28, 2026, 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 (via addendum) with copies posted to the TAMU-CC Purchasing website at <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:

U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL Texas A&M University- Corpus Christi Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412- 5731	HAND DELIVER TO: Texas A&M University- Corpus Christi Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412- 5731
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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:

Criteria

Ability to support services needed by
the University per specifications

Credentials of Physician and/or Group

Quality of interpretative report

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

PROFESSIONAL SERVICES AGREEMENT between
TEXAS A&M UNIVERSITY - CORPUS CHRISTI
and _____

This Professional Services Agreement (the "Agreement") is entered into by and among **Texas A&M University - Corpus Christi** (hereinafter referred to as "UNIVERSITY"), a member of The Texas A&M University System (hereinafter referred to as "TAMUS"), an agency of the State of Texas, and _____ (hereinafter referred to as "DOCTOR"). University and Doctor are each individually sometimes referred to as a "Party" and collectively sometimes referred to as the "**Parties**".

WHEREAS, UNIVERSITY is a state-supported institution of higher education;

WHEREAS, DOCTOR is licensed medical provider in the state; and

WHEREAS, UNIVERSITY desires to engage DOCTOR to assist UNIVERSITY in providing professional healthcare services at its facilities in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed, the Parties mutually agree as follows:

1. SERVICES

- A. UNIVERSITY hereby engages DOCTOR, on an independent contractor basis, to provide professional healthcare services as described in Exhibit A, attached hereto (the "Services"), to patients of University, with TAMU-CC's University Health Center in accordance with the terms and subject to the conditions contained in this Agreement.
- B. DOCTOR shall be duly licensed and qualified to practice in their field and specialty in the State of Texas and shall render the Services consistent with DOCTOR's licensing and medical specialty as specified in Exhibit A. Furthermore, DOCTOR will:
 1. Keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate records relating to all Services rendered by DOCTOR under this Agreement and timely prepare and attend to, in connection with such Services, all reports, claims, and correspondence necessary and appropriate in the circumstances or as UNIVERSITY may from time to time require;

- ii. Comply with the policies, procedures, protocols, bylaws, orders, rules, and regulations of UNIVERSITY and of any of its clinical facilities. UNIVERSITY shall provide DOCTOR with copies of, or notice of changes to, such policies, procedures, protocols, bylaws, orders, rules, and/or regulations;
 - iii. Comply with the ethics of the medical professional and all federal, state, and municipal laws, ordinances, and regulations relating to or regulating the practice of medicine and any subspecialty thereof which DOCTOR is practicing under this Agreement;
 - iv. Participate in professional activities consistent with and reasonably necessary to the maintenance and improvement of DOCTOR's professional skills, such as attendance at professional conventions and post-graduate seminars and participation in professional societies; and
 - v. Submit to and participate in quality assurance, peer review, risk management, and utilization review programs at the discretion of UNIVERSITY.
- C. While DOCTOR is providing Services pursuant to this Agreement, DOCTOR will not be considered an employee of UNIVERSITY. UNIVERSITY will maintain responsibility for overall delivery of patient care at the UNIVERSITY Health Center, and the Parties agree that DOCTOR shall exercise his or her independent professional medical judgment at all times. Nothing herein will be construed as giving that degree of control or direction on the part of UNIVERSITY that creates an employer-employee relationship between DOCTOR and UNIVERSITY.

2. CONSIDERATION

- A. UNIVERSITY shall compensate DOCTOR for the services at the rate of _____ a supervision fee of fifteen hundred dollars (_____) per month. DOCTOR shall only be compensated for the actual time spent providing the Services as stated in Exhibit A.
- B. In no event shall the DOCTOR be reimbursed for holidays, sick days, or time other than that actually spent providing the Services.
- 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. UNIVERSITY shall process all invoices in compliance with State of Texas prompt payment laws and the regulations of the Texas Comptroller's Office.

3. TERM; DEFAULT AND TERMINATION; and LOSS OF FUNDING

- A. This Agreement, upon acceptance by both Parties, shall become effective September 28, 2023, for an initial term of one (1) year, unless sooner terminated as provided herein. This Agreement may be renewed for up to two (2) one (1) year extensions upon written notice by UNIVERSITY to DOCTOR of UNIVERSITY's intent to extend the Term of this Agreement. The aggregate term for this Agreement shall not exceed three (3) years. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party.

B. Notwithstanding the foregoing, UNIVERSITY shall have the right, in its sole discretion, to terminate the entire Agreement as follows:

- i. This Agreement will immediately terminate if: (i) DOCTOR's right to participate in Medicare, Medicaid, or any other federal health program programs for the reimbursement of health care services provided by it is terminated for any reason or is relinquished voluntarily, or (ii) DOCTOR's insurance coverage required under this Agreement is cancelled or non-renewed; or
- ii. In the event of substantial failure by DOCTOR to perform in accordance with the terms of this Agreement, UNIVERSITY may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of UNIVERSITY. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.
- iii. UNIVERSITY may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to DOCTOR. Upon termination pursuant to this paragraph, DOCTOR shall be entitled to payment of such amount as shall compensate DOCTOR for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided that DOCTOR shall deliver to UNIVERSITY (if applicable) all completed, or partially completed, work and any and all documentation or other products and results of these services. DOCTOR 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 UNIVERSITY. UNIVERSITY shall not be required to reimburse DOCTOR for any services performed or expenses incurred after the date of termination notice.
- iv. **Loss of Funding.** Performance by UNIVERSITY under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then UNIVERSITY will issue written notice to DOCTOR and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. DOCTOR acknowledges that appropriation of funds is beyond the control of UNIVERSITY.

If this Agreement is terminated for any reason, UNIVERSITY shall not be liable to DOCTOR for any damages, claims, losses, or any other amounts arising from or related to any such termination.

4. CONDITIONS

- A. Facilities and Expenses Provided by UNIVERSITY. UNIVERSITY shall provide and maintain such facilities, equipment, staff, and supplies as are customary and necessary for DOCTOR's performance of DOCTOR's professional duties under this Agreement.

- B. Malpractice Claims, Board Investigations, and Peer Review Notes. DOCTOR shall promptly notify UNIVERSITY of any pending or threatened malpractice claim or demand for payment made against DOCTOR, or incident which is likely to give rise thereto, and provide such related information as to such claim, demand, or incident as the UNIVERSITY may request. Furthermore, DOCTOR shall promptly notify UNIVERSITY of any action or investigation taken by any licensure board to restrict or revoke DOCTOR's license to practice medicine, and of any action taken to investigate, restrict, or terminate DOCTOR's medical staff privileges. Additionally, DOCTOR shall promptly notify UNIVERSITY of any notification or determination received by DOCTOR from a utilization or quality control peer review organization.

5. INSURANCE

- A. DOCTOR acknowledges that, because UNIVERSITY is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of UNIVERSITY or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of UNIVERSITY is provided by UNIVERSITY as mandated by the provisions of Chapter 502, Texas Labor Code. Following this limited exposure, UNIVERSITY is protected by the doctrine of sovereign immunity. UNIVERSITY shall have the right, at its option, to (a) obtain liability insurance protecting UNIVERSITY and its employees and property insurance protecting UNIVERSITY buildings and the contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by UNIVERSITY as a result of its operations under this Agreement.
- B. DOCTOR shall maintain automobile coverage on vehicle if utilized on TAMU-CC premises.
- C. DOCTOR 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 DOCTOR under this Agreement. DOCTOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. DOCTOR 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.

- D. **Professional Medical Malpractice Liability Insurance** of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of DOCTOR. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, DOCTOR agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration or cancellation of this Agreement.
- E. DOCTOR 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 DOCTOR 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 DOCTOR. 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 DOCTOR under this Agreement. DOCTOR 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 to UNIVERSITY'S Contract Administration: 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 UNIVERSITY in writing.

6. DISPUTE RESOLUTION

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement, 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 UNIVERSITY and DOCTOR to attempt to resolve any claim for breach of contract made by DOCTOR that cannot be resolved in the ordinary course of business. DOCTOR shall submit written notice of a claim of breach of contract under this Chapter to UNIVERSITY'S Contracts Administration, who shall examine DOCTOR'S claim and any counterclaim and negotiate with DOCTOR in an effort to resolve the claim. This provision and nothing in this Agreement waives UNIVERSITY'S sovereign immunity to suit or liability and UNIVERSITY has not waived its right to seek redress in the courts.

7. INDEPENDENT CONTRACTOR

The Parties hereby acknowledge that they are independent contractors, and neither of the Parties nor any of their respective agents, representatives, students or employees shall be construed to be the agent, representative, student or employees of the other Party. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint enterprise or similar relationship between the Parties. Parties shall be individually liable for each party's own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits of its employees.

8. COMPLIANCE WITH FEDERAL LAW

- A. Parties will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by the other party.
- B. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the Parties will not discriminate, sexually harass, or retaliate against any Provider(s) because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct.
- C. DOCTOR represents and warrants that DOCTOR (a) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C.

Section 1320a-7(b) (the "Federal health care programs"); (b) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (c) is not under investigation or otherwise aware of any circumstances which may result in DOCTOR being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and DOCTOR shall immediately notify UNIVERSITY of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give UNIVERSITY the right to terminate this Agreement immediately.

- D. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), UNIVERSITY hereby designates DOCTOR as a school official with a legitimate educational interest in any education records (as defined in FERPA) that DOCTOR is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. DOCTOR shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or UNIVERSITY in writing. DOCTOR is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. DOCTOR shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on DOCTOR in this Section, including without limitation, the prohibition on redisclosure. DOCTOR shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

9. NOTICES

Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) **on the date sent by email transmission with electronic confirmation of receipt by the party being notified**, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

University:

Doctor:

With an electronic copy to:

Texas A&M University- Corpus Christi

Attn: Contracts Administration

Email: contracts@tamucc.edu

10. INDEMNIFICATION

DOCTOR shall defend, indemnify and hold harmless UNIVERSITY, all of its officers, regents, agents, employees, and assigns 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 DOCTOR or any agent, employee or representative of DOCTOR in the execution or performance of this Agreement. Judgment of any kind and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which DOCTOR may hereafter incur, become responsible for or pay out as a result of, arising from or occasioned by and to the extent caused by: (1) DOCTOR's breach of any term or provision of this Agreement, (2) the negligence or willful misconduct of DOCTOR, its employees or agents in the performance of the Agreement, or (3) any failure to fully comply with applicable laws and regulations by DOCTOR, its agents, employees or subcontractors. The forgoing indemnification shall not apply to the extent caused by indemnified party hereunder.

11. USE OF NAME

Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

12. MISCELLANEOUS

- A. Authority to Contract: Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. Non-Waiver: DOCTOR expressly acknowledges that UNIVERSITY is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by UNIVERSITY of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- C. Public Information Act:
 - (i) DOCTOR acknowledges that UNIVERSITY is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
 - (ii) Upon UNIVERSITY'S written request, DOCTOR will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of UNIVERSITY.
 - (iii) DOCTOR acknowledges that UNIVERSITY may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

- (iv) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and DOCTOR agrees that the Agreement can be terminated if DOCTOR knowingly or intentionally fails to comply with a requirement of that subchapter.
- D. Governing Law: This Agreement shall be construed under and in accordance with the laws of the State of Texas without reference to the conflicts of laws principles thereof.
- E. Venue: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against UNIVERSITY shall be in the County in which the primary office of the chief executive officer of UNIVERSITY is located. At the execution of this Agreement such county is Nueces County, Texas.
- E. Force Majeure: Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- F. Execution and Modification: This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
- G. Severability: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision has never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by Suchlaworbyregulation.
- H. Survival: Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
- J. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes any prior agreement or understanding, written or oral, between the Parties with regard to the subject matter covered by this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.

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

Texas A&M University Corpus Christi

SAMPLE

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

- ☐ 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders
- ☐ 2. Agricultural products produced or grown in TX
- ☐ 3. Agricultural products and services offered by Texas bidders
- ☐ 4. USA produced supplies, materials or equipment
- ☐ 5. Products of persons with mental or physical disabilities
- ☐ 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ 7. Energy efficient products
- ☐ 8. Rubberized asphalt paving material
- ☐ 9. Recycled motor oil and lubricants
- ☐ 10. Products produced at facilities located on formerly contaminated property
- ☐ 11. Products and services from economically depressed or blighted areas

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.

Company Name _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____