



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL
Brokerage and Administrative Services for
Owner Controlled Insurance Program

RFP NUMBER: RFP01 RISK-15-018

PROPOSAL MUST BE RECEIVED PRIOR TO:
2:00 P.M. Central time on August 11, 2015

MAIL, HAND DELIVER, AND/OR
EXPRESS MAIL PROPOSAL TO:

The Texas A&M University System
HUB & Procurement Programs
301 Tarrow 3rd Floor, Suite 366
College Station, TX 77840
Attn: Jeff Zimmermann

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **The Texas A&M University System** Office of Procurement and HUB Programs before the hour and date specified for receipt of Proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of RESPONDENTS will be made public. Prices and other proposal details will only be divulged after a contract is executed, if any.

REFER INQUIRIES TO:

Jeff Zimmermann, Director
The Texas A&M University System
HUB & Procurement Programs
301 Tarrow 3rd Floor
College Station, TX 77840

Email: jzimmermann@tamus.edu

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SECTION 1 - INTRODUCTION

1.1 Scope

The Texas A&M University System (TAMUS or A&M System) is seeking proposals to establish a rolling owner controlled insurance program (ROCIP) for construction projects of the A&M System. It is the intent of the A&M System to effectively establish an agreement with the selected firm for the requirements listed.

This RFP provides detailed information about the A&M System, its owner controlled insurance program needs and provides the required format for the vendor's response. By submitting responses, each RESPONDENT certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each RESPONDENT also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the RESPONDENT.

1.2 The Texas A&M University System

The A&M System is one of the largest systems of higher education in the nation, with a statewide network of 11 universities, seven state agencies and a comprehensive health science center. A&M System members educate more than 125,000 students and reach another 22 million people through service each year. With more than 28,000 faculty and staff, the A&M System has a physical presence in 250 of the state's 254 counties and a programmatic presence in every one. Externally funded research expenditures exceed \$820 million to help drive the state's economy.

Additional information about the history of The Texas A&M University System can be found at the following site; <http://www.tamug.edu/about/history/>.

The programs for which proposals are solicited apply to all members of the A&M System. The authority to plan, implement and control The A&M System's owner controlled insurance program has been assigned to the Director of Risk Management. The Director of Risk Management, reporting to the Vice Chancellor for Business Affairs, has the responsibility for the design and development of the A&M System rolling owner controlled insurance program and for the operation and administration of the A&M System's risk management functions.

Risk Management and Safety monitors plan experience, negotiates carrier contracts, maintains official records, and ensures quality, efficiency, and statutory compliance in the programs through regular review and audits.

1.3 Insurance Background

The Texas A&M University System has previously allowed contractors to provide insurance programs covering System building projects. In 2013, System Risk Management used an owner controlled insurance program for the Kyle Field Redevelopment Project. The intent of this RFP is to solicit proposals from firms to provide insurance brokerage and program administrator services related to a Rolling Owner Controlled Insurance Program ("ROCIP") for future A&M System building construction projects. The services are more specifically described in **Section 3** (Requirements) of this RFP.

The list of known, potential projects for the A&M System is included in **Exhibit C**.

1.4 Qualifications

All entities responding to this RFP must certify they are licensed to do business in the State of Texas and permitted to contract with the State or any of its subdivisions. In addition, all entities must be able to demonstrate sufficient financial stature and operational capacity to accommodate the needs of the A&M System.

The organization must also certify in that it is in good standing with the Texas Department of Insurance (TDI) and disclose any actions that are pending or in process with TDI.

1.5 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of the A&M System establishing a contractual relationship with any RESPONDENT:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to the A&M System's customers in a timely, cost effective manner. The A&M System is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.
- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by the A&M System.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research system.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required services. At a minimum, the RESPONDENT shall provide the two most current audited financial statements.

1.6 Performance Period

Should TAMUS, in its sole discretion, enter into an agreement with the successful RESPONDENT as a result of this RFP, the agreement shall be effective upon execution for an initial term of three (3) years. The agreement may be extended for two (2) additional one-year terms, providing both parties mutually agree on the extension. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful RESPONDENT.

SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

TAMUS is soliciting submittals from qualified firms, hereafter referred to as RESPONDENT who specializes in providing brokerage services relating to ROCIPs and program administrator services as described in **Section 3**.

Selection of a RESPONDENT will pre-qualify such RESPONDENT to, upon request by the A&M System, solicit quotes for both owner controlled insurance and administrator program services to be considered by the A&M System. The A&M System intends to consider solicited proposal by the successful RESPONDENT and enter into an agreement with the A&M System. Selection and execution of an agreement by and between the A&M System and the successful RESPONDENT does not guarantee the RESPONDENT will be requested to solicit quotes for insurance and administrative program services for consideration by the A&M System or that the A&M System will purchase such products through the RESPONDENT.

RESPONDENTS shall complete and submit the Respondent's Questionnaire, Section 4. RESPONDENTS' submitted questionnaire must clearly indicate the intended scope of work and any exclusion. The responses will be used in the evaluation of proposal.

This RFP provides the information necessary to prepare and submit a proposal for consideration.

Proposals and any other information submitted by RESPONDENTS in response to this Request for Proposal shall become the property of the A&M System.

This RFP outlines requirements as specified in Section 3. Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the RESPONDENTS' cover letter.

The RESPONDENT selected shall have an excellent track record for providing services relative to the size and scope of TAMUS and shall agree to provide the services necessary for the successful implementation to TAMUS with a top priority commitment. This RFP contains specific requests for information. RESPONDENTS are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is critical. In responding to this RFP, RESPONDENTS are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope of intent of the respective clauses. Whenever the terms "must", "shall", "will", "is required", or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the RESPONDENTS' response. Any deviation or exception from RFP specifications must be clearly identified by the RESPONDENTS in its submittal.

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of RESPONDENTS' ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the offer requirements. Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENTS and shall not be chargeable to the A&M System. All supporting documentation and manuals submitted with this submittal will become the property of the A&M System unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by the A&M System.

All technical questions concerning this RFP are to be directed to Jeff Zimmermann, Director, Procurement and Business Services, in writing, at jzimmermann@tamus.edu. RESPONDENT may not contact other individuals at

TAMUS to discuss any aspect of this RFP, unless expressly authorized by the Procurement Office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and attachment, should be presented in writing. **Deadline for submission of questions is by 5:00 P.M. July 31, 2015.** The A&M System will publish all questions with responses according to the schedule in Section 2.1.

2.1 Calendar of Events *

Activity	Date
Release of Request for Proposal	July 24, 2015
Deadline to Submit Questions	July 31, 2015
Release of Response to Questions	August 4, 2015
Responses Due	August 11, 2015 by 2:00 PM
Finalist Notification	TBD
Oral presentations by selected finalist (if requested by TAMUS)	TBD
Selection of Respondent	TBD

* TAMUS will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of TAMUS and/or in the event TAMUS requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

2.2 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined TAMUS requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that each RESPONDENT has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions and Delivery of Submittals

All submittals must be received by TAMUS, no later than **2:00 p.m. Central Time, August 11, 2015** in a sealed envelope or box marked **"RFP01 RISK-15-018."**

Submittals are to be submitted to:

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL SUBMITTAL TO:
The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, 3rd Floor, Suite 366
College Station, TX 77840
Attn: Jeff Zimmermann**

Late submittals will not be considered under any circumstances. Late submittals properly identified will be returned to RESPONDENT unopened.

Telephone and/or facsimile (Fax) submittals are not acceptable under any circumstances.

2.4 Proposal Components

The following documents and all requirements from noted sections are to be returned as part of your proposal submittal. Failure to include these documents will be basis for response disqualification.

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B)
- ✓ HUB Subcontracting Plan (Only If Applicable, See Section 2.8)
- ✓ Respondent Questionnaire – Section 4

Contact: RESPONDENTS shall provide a contact name for this RFP response, including title, address, telephone number and email address.

RESPONDENTS shall provide one (1) original copy, one (1) additional hard copy, and one (1) electronic copy of the complete RFP response as specified above. Note: The electronic copy shall be combined in a single file.

All electronic copies must either be in Microsoft Office software or saved in a .pdf format and submitted on a CDROM or thumb drive.

NOTE: The original signature on the ONE (1) hard copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm under a contract.

Each submittal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT's service, approach and ability to meet TAMUS' needs as stated in this RFP.

Proposal format: All proposals must be submitted according to the following guidelines:

- Submittal response package (envelope/box/carton) must indicate on the lower left-hand corner the respondent's company name and address, and the RFP number and opening date.
- Proposals should be contained in a loose-leaf, three-ring notebook with the name of the proposing organization on the front and spine of the notebook cover.
- All proposals must include all sections as described below. Each of these divisions of the notebook must be separated by index tabs titled to match each of the underlined titles i.e. "a. Contact Information."
- Schedules and Exhibits must be clearly identify and defined.
- Information or exhibits provided that are not specifically requested should be included at the end of the proposal behind an index tab entitled "Supplemental Information."
- The CD copies should be placed in a sealed envelope with the name of the proposing organization and "RFP01 RISK-15-018" written across the front and attached or affixed inside the front cover of each binder.

RESPONDENTS are instructed to respond using the proposal format included in this RFP in order to expedite analysis and comparison of proposals received. Failure to use the stated format or failure to provide complete responses, may, at the A&M System's option, disqualify RESPONDENTS.

2.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and posted to the Electronic State Business Daily (ESBD). It is the responsibility of the RESPONDENT to check the ESBD for any and all addenda issued for this RFP. All such addenda issued by

TAMUS prior to the time that proposals are received shall be considered part of the RFP, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal.

Only those TAMUS replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 Selection Process

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal, give preference to a RESPONDENT whose principal place of business is in the state or who will manage the contract wholly from an office in the state.

The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.

Submission of proposals indicates RESPONDENTS' acceptance of the evaluation techniques and the recognition that subjective judgments must be made by TAMUS during the evaluation process.

The selection of the successful proposal may be made by TAMUS on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS shall not disclose any information derived from the proposals submitted by competing RESPONDENTS in conducting such discussions. TAMUS is not required to select the lowest priced proposal, but will take into consideration other factors such as ability to service contracts, past experience, financial stability, flexibility, and other relevant criteria.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, TAMUS 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 and therefore not considered for award.

TAMUS reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

TAMUS reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive RESPONDENT.

TAMUS, at its discretion, reserves the right to have the most qualified RESPONDENTS present their qualifications during an interview. TAMUS will not provide compensation to RESPONDENTS for any expenses incurred by the RESPONDENT(S) for proposal preparation, evaluations or demonstrations that may be made.

2.7 Services Agreement

The RESPONDENT selected by TAMUS in accordance with the requirements and specifications set forth in this RFP to provide owner controlled insurance program and program administration services to TAMUS will be required to enter into a services agreement (the "Agreement") with TAMUS. The Agreement is a non-exclusive contract and will be provided to the selected RESPONDENT.

2.8 The Texas A&M University System HUB Policy and HUB Subcontracting Requirements

It is the policy of TAMUS to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in TAMUS contracting and purchasing.

Subcontracting opportunities are NOT anticipated for this RFP and therefore a HUB Subcontracting Plan (HSP) is **NOT** required.

However, if a subcontractor will be used to provide any commodity or service as part of this scope, the Respondent **WILL BE** required to make a good faith effort and complete the state of Texas HSP. Complete the HSP as found at <http://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/> and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the respondent will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the respondent will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

In the event that you determine you will be using a subcontractor, please contact Mr. Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or jzimmermann@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Zimmermann.

Failure to submit a comprehensive, acceptable HUB subcontracting plan (**only** if subcontractors will be used by respondents for these services) will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the response.

SECTION 3 – REQUIREMENTS

Scope of Services: RESPONDENT shall provide all of the insurance services below as requested by System Risk Management.

All reports, manuals, specifications and other documents mentioned below must be provided in a format acceptable to the A&M System. In some cases, use of existing report formats may be required.

RESPONDENT, subsequently referred to as “Administrator” in this section (to include broker and/or 3rd party) shall provide the following services to the A&M System:

3.1 ROCIP Structure and Process Assessment

Develop a ROCIP structure, processes, and procedures, including but not limited to retention levels, insurance services, ROCIP-related contract language, enrollment process, estimation of contractor insurance costs (aka deductions), program savings, loss prevention, loss ratio calculation, and claims management.

3.2 Design, Marketing and Implementation of Insurance Program

1. Analyze project hazards, insurance market conditions, and funding options and recommend appropriate level of risk retention and transfer.
2. Design, for the A&M System’s review and approval, a risk financing program which protects the A&M System from loss and optimizes use of available funding. At a minimum, the A&M System expects ROCIP program to include workers compensation, employer’s liability, general liability and excess liability.
3. The A&M System may request other quotes and recommendations regarding additional coverages as needed, for a mutually agreed additional fee.
4. Identify and actively pursue insurance carriers that will deliver the desired coverage, financial, and operational terms required to implement the program.
5. Develop the underwriting submission for the insurance carriers. Include analysis of the risk and exposure, experience, and other information in a form acceptable to the underwriters. Provide a draft of the submission to the A&M System in advance of presentation to underwriters.
6. Present specifications to the marketplace, request quotations for specified programs, respond to insurance carrier’s questions, and provide additional data, if requested.
7. Provide a written analysis of the insurance carriers’ quotations in a detailed manner that facilitates effective comparison in coverage and between options, assess whether quotations meet the A&M System’s specifications, and provide recommendations for insurance carrier selection.
8. Create a selection criteria matrix for the evaluation team.
9. Facilitate the insurance carrier selection and interview process.
10. Facilitate negotiations and refinements with selected insurance carrier, including but not limited to, use of safety condition/observation database, collateral requirements, policy renewals, premium payment schedules, audit returns and buy-out provisions.
11. Upon the A&M System’s instructions, instruct insurers to bind coverage and maintain insurance policies and coverage without lapses unless the A&M System is advised of coverage lapses in advance.

12. Review policies to verify conformance with specifications and provide copies of Master policies and all endorsements to the A&M System.
13. Request all required coverage changes and ensure that all endorsements are issued accurately. Provide copies of all endorsements to Master policies to the A&M System.
14. Coordinate ongoing insurer services between all parties.
15. Disclose any/all additional compensation, received by the Administrator, any of its affiliates, or any other intermediary broker during the term of this agreement, including, but not limited to, commissions, fees, contingent commissions, enhanced or supplemental commissions, excess and surplus lines and reinsurance commissions, profit sharing, volume over-rides, work transfer payments, service income, fiduciary funds income, sales incentives, and gifts.

3.3 Ongoing Policyholder Services and ROCIP Program Management Provided by the Administrator

1. Coordinate all data gathering functions and processes between all parties by attending any meetings as required and documenting decisions made.
2. Gather data and enroll contractors in an efficient and effective manner with effort to maintain positive contractor relations. Available technology that facilitates the enrollment process should be used whenever possible.
3. Communicate with contractors, insurance carriers and the A&M System to secure ROCIP data required to enroll contractors, maintain policies, and report program status to the A&M System.
4. Develop a detailed ROCIP Manual (Administrative/ Claims/ Safety) ("ROCIP Manual") with written procedures and flowcharts for all functions and activities for the A&M System's review and approval. The ROCIP Manual shall explain in plain language the details of coverage provided by ROCIP, as well as the enrollment, safety, and claims reporting processes. The ROCIP Manual shall furnish enrollment forms, claims forms, an emergency contact sheet, Insurance Carrier poster, medical authorization forms for off-site treatment, a sample of a Return to Work policy, and a sample of a Bona Fide Offer of Employment. The ROCIP Manual shall reference the current FPC Safety Specification and provide web-based access for any and all necessary forms, sample letters, policies, etc. for administration of the program by the contractors. Site-specific ROCIP Manuals shall be developed for each project.
5. Review ROCIP-related provisions of contract documents and provide analysis and recommendations with regard to changes in wording and forms. As requested, review and provide analysis and recommendations for other contract provisions that may have implications for the ROCIP program, such as indemnification language and insurance requirements.
6. With respect to policies placed by Administrator, issue insurance binders and certificates and deliver policies to all enrolled contractors. Review contractor insurance certificates for evidence of required coverages for exempted contractors. Monitor exposure changes and amend ROCIP policies as instructed by the A&M System. Ensure that all endorsements are issued accurately. Provide copies of all endorsements to Master policies to the A&M System.
7. Within one week of the date FPC executes the Notice to Proceed for Construction Phase Services and advises Administrator, Administrator's enrollment representative and safety professional shall schedule and attend the meeting with the Contractor at a designated location to review the safety, claims and ROCIP enrollment requirements for each project. At this meeting, Administrator shall be responsible for the following items:
 - a. Delivery of one each hardcopy of the site specific ROCIP manual to the contractor.

- b. Provide detailed explanation of the enrollment process, incident notification procedures, contractor payroll collection and submission process and insurance claims management requirements.
 - c. Provide real-time review of ROCIP web-based information and ensure contractor access to same.
8. As needed, conduct on-site Enrollment Workshops to assist contractors with the enrollment process.
9. Secure, review for conformance to specifications, and maintain evidence of auto liability and all other required contractor furnished coverages from enrolled contractors working on ROCIP projects. Assure proper language for waivers and additional insureds is included in Certificate of Insurance.
10. Work with System Risk Management to coordinate Builders Risk coverage when a project may not be considered under the System Builder's Risk Program. Recommend changes to the policy if warranted. Monitor policy expiration and notify the A&M System (Office of Risk Management) of policy termination.
11. Request and follow-up for other selected insurance coverage information required by the A&M System for all enrolled contractors, as described in the contract documents provided to Administrator.
12. Review certificates of insurance on each project for evidence that worker's compensation (WC) is carried by all tiers of subcontractors as required by the Division of Workers' Compensation, Texas Department of Insurance. Follow-up to ensure that all contractors on a project are either enrolled in ROCIP or have been approved for exemption. In the event that the Administrator is aware of a contractor that is neither enrolled in ROCIP nor approved for exemption, Administrator shall immediately notify the A&M System.
13. Lead and organize program status meetings once per month throughout the duration of the program. Meetings will be held in College Station. Separate meetings for campus-managed projects (rather than the A&M System's Office of Facilities Planning and Construction ("FPC") managed projects) and for certain campuses with large amounts of work shall be held quarterly at campus locations. At this time, the A&M System expects that campus-specific meetings will be required for two campuses.
14. Document ROCIP meeting minutes and provide draft to the A&M System within one (1) week of meeting.
15. Provide a status report at monthly and quarterly meetings, which provides detailed analysis and information concerning Administration, Enrollments, Claims, Safety, Program Costs, and Program Savings estimates by project in an electronic format.
16. Periodically assess insurance market conditions and provide the A&M System with an estimate of contractor insurance costs that would have been incurred had the ROCIP not been in place.
17. Collect and report payroll data, including payroll associated with change orders, from all enrolled contractors on a monthly, or other mutually agreed, basis. Available technology that facilitates the payroll collection process should be used whenever possible.
18. When necessary, take actions to manage insurance carrier audits. Provide information regarding ROCIP to the A&M System when requested for audits of the A&M System by other sources.
19. Conduct ROCIP-related training with appropriate personnel of all enrolled contractors to explain the program.
20. Verify the accuracy of any bills, audits, and other premium adjustments and maintain total program cost information on a monthly basis.
21. Be available during regular business hours to answer phone calls and field questions.

22. Provide presentations and written information to professional trade associations, Contractors, Project Managers, Resident Construction Managers, Construction Inspectors, Physical Plant Directors and other professional groups to disseminate general information about the program.
23. Allocate all ROCIP associated costs by projects.
24. Notify all enrolled contractors when ROCIP coverage no longer exists.

3.4 Safety Services

Administrator shall furnish at a minimum one, dedicated construction safety professional and other resources as necessary to achieve the following duties:

1. Within two (2) months of the contract award and as part of the ROCIP Structure and Process Assessment, the Administrator shall conduct an evaluation of the current FPC Safety Specification, policies, procedures, and programs, and prepare a report to suggest detailed specific changes to improve the effectiveness of the safety process and claim management portions of the ROCIP program for the A&M System's review and approval.
2. Reference Section C. 7, regarding meeting attendance required for Administrator's safety professional.
3. Within one (1) month of start of construction activities, Administrator shall attend the Controlling Contractor's site safety orientation and offer any constructive feedback that could improve the delivery or content of the Controlling Contractor's message to workers. Any deviation to this requirement subject to acceptance by System Risk Management.
4. Administrator shall coordinate with the designated FPC representative the scheduling of job-site safety inspections by dedicated safety professionals for the Administrator and the Insurance Carrier. Scheduling shall assure a minimum of at least ten (10) work days between inspection visits for each project. Inspections shall consist of:
 - a. Review of required pre-plans, training documentation and any other documents relevant to the work under construction.
 - b. Physical inspection of the active portions of the site with the Controlling Contractor's Project Safety Coordinator (PSC) and/or Project Safety Assistant (PSA) representative and the Owner's Construction Inspector (as available);
 - c. Preparation of a project safety inspection report entered into safety condition/observation database as selected by the A&M System;
 - d. Prior to leaving the site, conduct a post-inspection meeting with the Controlling Contractor representative to review any deficiencies, establish responsibilities and target dates for acceptable corrections;
 - e. Any other mutually agreed upon services.
5. Frequency of Project Safety Inspections:
 - a. For every project with a construction value below \$10 million dollars, one dedicated representative of the Administrator shall conduct a minimum of one (1) inspection per month until directed to cease site visits by the Owner.
 - b. For every project with a construction value at or above \$10 million dollars, one dedicated safety representative of the Administrator shall conduct a minimum of two (2) inspections per month until directed to cease site visits by the Owner.
6. Administrator shall develop and maintain a database of safety and claim metrics to produce a monthly report of collected data per project. Report shall include detailed analysis of safety metrics (lead and lag, positive and negative) and incidents, as well as an executive summary identifying project and program

trends. Administrator shall track all safety deficiencies identified in surveys and follow-up to assure that such safety deficiencies are addressed by contractors. Administrator shall notify System Risk Management of any safety deficiency that is not addressed by contractors within a reasonable time.

7. At least one (1) Safety Representative of the Administrator shall carry a cellular phone capable of voice and text messages at all times. The phone number shall be published on the emergency contact sheet as the main number to call when reporting a job-site incident. Phone calls or text replies shall be returned in a prompt and expedient manner.
8. Administrator shall provide web-based training on a quarterly basis on topics determined by the Owner. Presentation material shall be of highest quality and presenters shall be professional and skilled in speaking to large professional audiences. Administrator shall issue certificates of attendance to all participants, maintain attendance records and provide archive of all presentations. In addition, Administrator shall provide training on topics that come from leading safety data gathered from claims, incidents, near misses and safety condition/observation data. This training should be anticipated to be delivered at the project level by professional speakers trained in the topics to be discussed. These project-specific training dates should be anticipated four times per year.
9. Administrator shall provide adequate representation to participate in a minimum of one monthly Project Safety Coordinator conference call (more calls per month may be required depending on scope of projects under construction). Administrator representative(s) will provide updates on ROCIP issues associated with contractor enrollment, payroll collection and submission, contractor close-out, insurance claim reporting, and project safety. Administrator will provide conference call service. System Risk Management may provide topics to be discussed at their discretion.
10. Administrator shall develop and present a monthly safety report per project of pertinent information for use by System Risk Management at the monthly service meeting.
11. Administrator shall reserve a minimum of one (1) extra day per month for its Safety Professional(s) to conduct or facilitate special safety training as directed by System Risk Management.

3.5 Claims Management

Administrator shall designate a single Claims professional to achieve, with assistance as required, the following duties:

1. Administrator shall advocate, on the A&M System's behalf, with the insurance carrier with respect to an insurance carrier's selection of Medical Care Clinics near the location of each project. Administrator shall conduct an annual review of each Clinic to evaluate the management of claims by each Clinic. Administrator shall include these findings in their annual report to System Risk Management. Notwithstanding the foregoing, the A&M System acknowledges and agrees that Administrator is not evaluating the adequacy of the treatment provided by such Clinics to patients and is not providing any other services hereunder that can be construed as medical advice.
2. Administrator shall coordinate claims handling activities and processes between the carrier, the A&M System personnel, and the appropriate contractor's representative(s).
3. Administrator shall confirm reporting by the contractor of all claim incidents to System Risk Management, Project Manager and to the carrier. Administrator shall also monitor claims activity.
4. Administrator shall provide monthly claims status report at monthly and or quarterly program service meetings. Administrator shall detail any areas of concern or issues with contractor participation in claims management.

5. Administrator shall provide recommendations for medical cost containment and other methods for reducing claims costs.
6. Administrator shall perform analysis of reserves and negotiate claims issues with the carrier.
7. Administrator shall coordinate quarterly claim review meetings between the A&M System and carrier.
8. Administrator shall perform an annual audit of a mutually agreed number of claim files and provide a report of findings and recommendations to the A&M System.
9. Administrator shall make on-line access to carrier loss/claims information available to designated TAMUS representatives.
10. Administrator shall ensure that case management and medical bill review services are available for all workers compensation claims.

3.6 Risk Management Information System (RMIS)

1. Maintain ROCIP program and project data on an automated RMIS. Data to be collected and reported by Administrator consists of contractor's insurance premium rates and total costs, required enrollment data, contractor payroll, safety and claim metrics by contractor and by Controlling Contractor, change order construction values and payrolls, ROCIP insurance premium costs, ROCIP administrative costs, and deductible amounts paid by the A&M System and any other mutually agreed upon data.
2. Prepare customized reports as reasonably requested by the A&M System, such as a report of number of contracts enrolled versus number of contractors enrolled.

3.7 Miscellaneous Provisions

1. Commit that the named principal and other key personnel responsible for the project will not be removed by the Administrator from the account without prior approval of the A&M System unless such key personnel ceases to be employed by Administrator. Replacement of key personnel is subject to review and acceptance by the A&M System.
2. Prepare Annual Reports and a Final Report regarding safety performance of the construction program and the financial performance of the ROCIP for the A&M System. Reports are to be Executive Reports based upon a September 1 to August 31 fiscal year and are due in the third week of September each year.
3. All records and data maintained by the Administrator are the property of the A&M System and shall be delivered to the A&M System upon request and/or at completion of the ROCIP or at Contract termination. Data is to be provided in a non-proprietary format (Excel, Word, Access, etc.) such that further or future analysis is possible without reconfiguration or reentry of data.
4. Stay abreast of the regulatory environment regarding construction insurance and ROCIPs in Texas. Advise the A&M System of potential implications of proposed legislation and provide information regarding implications as requested by the A&M System.
5. Attend and actively participate in any ROCIP meetings with the A&M System staff and representatives when requested.
6. Respond to requests (phone, text, and e-mail) from the A&M System in a timely manner.

SECTION 4 – RESPONDENT’S QUESTIONNAIRE

The RESPONDENT recognizes that in selecting a supplier, TAMUS will rely, in part, on the answers provided in response to this Section. Accordingly, RESPONDENT warrants to the best of its knowledge that all responses are true, correct and complete. TAMUS reserves the right to contact each and every reference listed below and shall be free from any liability to RESPONDENT for conducting such inquiry. A negative reference may be grounds for disqualification.

4.1 Company Profile

4.1.1 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)

4.1.2 Provide information to assist the A&M System in assessing RESPONDENT’s financial resources to provide the services described in this RFP, including but not limited to company brochures and annual reports.

4.1.3 State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by TAMUS.

4.1.4 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 TAMUS.

4.1.5 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.

4.1.6 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 the Agencies.

4.1.7 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.

4.1.8 Has RESPONDENT, RESPONDENT’s parent corporation, or any partner or principal of RESPONDENT or RESPONDENT’s parent corporation (a) filed a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, (b) made an assignment for the benefit of creditors, (c) voluntarily suspended transaction of business, become insolvent or unable to pay its debts as they mature, or (d) applied for or consented to the appointment of any receiver or trustee for any such entity or person or of all or any substantial portion of the property of any such entity or person? If so, please provide a detailed explanation.

4.1.9 Provide evidence of RESPONDENT’s insurance coverage provided by an insurance carrier rated A or better in the limits and types specified in Section 5T below.

4.2 Organization

- 4.2.1 Organizational Chart – Provide an organizational chart identifying the chain of authority through the company's CEO for this account. Include names, addresses, titles, email addresses, and telephone numbers for each individual.
- 4.2.2 Staffing – Describe the staff involved in the management of this group account. Include names, titles, addresses, email addresses, and brief biographies of the following individuals or their organizational equivalents who will be assigned to the A&M System account(s):
- Chief account executive for major group accounts
 - Regional executive
 - Service representative, if different from above
 - Account underwriter
 - Senior claim executive (level above claim manager)
 - Contract consultant
 - Communications manager
- 4.2.3 Agent of Record – TAMUS will not designate an Agent of Record or any other such commissioned representative. All requests for these systems to provide such a designation will be rejected. The A&M System will communicate and negotiate only with principals of the applicant organization. The A&M System will not pay commissions in the event that the applicant organization chooses to name an agent of record and such an agent will not be recognized by the A&M System. In addition, no commission, broker or finders' fees may be paid by the A&M System. Respondent must certify in this section of your proposal response that you will abide by these stipulations.

4.3 Certification

- 4.3.1 Certify that the proposing organization is licensed to sell insurance contracts in the State of Texas for which it is submitting proposals and is legally able to contract with the State or any of its subdivisions.
- 4.3.2 Certify that the organization is in good stead with the TDI and disclose any actions that are pending or in process with TDI.

4.4 Regulatory Compliance

- 4.2.1 Provide a detailed summary of RESPONDENT's federal, state, county and city regulatory compliance history for the past three (3) years, including, without limitation, copies of all notices of violations and all settlement documentation.
- 4.2.2 Confirm that all needed licenses and permits required to perform agency, brokerage or direct writer services are maintained by RESPONDENT according to regulatory requirements and provide copies of all such licenses and permits.

4.5 References

- Provide the name, address, email address, and telephone number of the primary contact at three public entities or corporations and three major universities of similar size and with decentralized administration that are current clients of your company.
- Provide two references, including name, address, telephone number, and email address for the individual who will have primary responsibility for this account.
- Provide the name, address, email address, and telephone number of the primary contact at two large accounts that have cancelled their coverage with your organization within the past year.

The RESPONDENT's response to this requirement officially authorizes TAMUS to contact these organizations to discuss the services and other considerations which the RESPONDENT has provided to such organizations and authorizes the organizations to provide such information to the A&M System, and RESPONDENT shall and hereby does release and hold harmless TAMUS, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information.

4.6 Qualifications

4.6.1 Provide the qualifications of all RESPONDENT's Account Executive(s) who will service the A&M System account including (without limitation) the following qualifications:

Number of Clients: _____ Number of A&M System Clients: _____

Length of Time with Agency/Company: _____

Length of Career in Insurance or Risk Management: _____

Professional/Associate Designations: _____

Years of Experience in: _____

Commercial Underwriting _____ Commercial Claims _____

Agency Account Servicing _____ Personal Lines Underwriting _____

Risk Management _____ Agency Marketing Function _____

In addition, please attach a resume or other description of the qualifications for each Account Executive.

4.6.2 Provide the qualifications of all other employees who will service the A&M System account, including (without limitation) the following qualifications:

Number of Clients: _____ Number of A&M System Clients: _____

Length of Time with Agency/Company: _____

Length of Career in Insurance or Risk Management: _____

Professional/Associate Designations: _____

Years of Experience in: _____

Commercial Underwriting _____ Commercial Claims _____

Agency Account Servicing _____ Personal Lines Underwriting _____

Risk Management _____ Agency Marketing Function _____

In addition, please attach a resume or other description of the qualifications for each employee who will service the A&M System account.

4.6.3 Provide the qualifications for the office or branch that will service the A&M System account, including (without limitation) the following qualifications:

The A&M System will require agent and broker to disclose commissions received on the A&M System account. Please confirm that RESPONDENT is willing to disclose such commissions.

4.8 General Information

When appropriate, pro-ration of billings for the System's component institutions will be required. Confirm that RESPONDENT will pro-rate billings by each of the A&M System's component institutions.

Provide details regarding (a) any special services, product characteristics, or other benefits (for example, software, Internet-based information services, electronic mail capabilities, and audit programs), offered to the A&M System, (b) any other advantages to the A&M System in selecting RESPONDENT, and (c) any related costs of such goods, services or advantages.

Confirm that RESPONDENT has read and understands the scope of the RFP and that RESPONDENT will agree to provide insurance services to the A&M System, or a System member, as the case may be, in accordance with the terms and conditions stated herein.

What difficulties does RESPONDENT anticipate in serving the A&M System and its System members, and how does RESPONDENT plan to manage those difficulties? What assistance will RESPONDENT require from the A&M System or the member's institutions?

SECTION 5 - GENERAL TERMS AND CONDITIONS

- A. **TERMS AND CONDITIONS:** TAMUS reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which TAMUS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. TAMUS reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates TAMUS to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by TAMUS without penalty or obligation at any time prior to the signing of a contract.

The RESPONDENT must include a formal copy of any RESPONDENT terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by TAMUS Office of General Counsel are essential prior to the award of the contract. In the event the RESPONDENT does not supply terms and conditions with their submittal, TAMUS terms and conditions will govern this transaction.

- B. **GOVERNING LAW:** RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- C. **NON-DISCRIMINATION:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTS certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a state of qualification, the RESPONDENTS certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- E. **DEBARMENT STATUS:** By submitting a statement of qualification, RESPONDENTS certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
- F. **INDEMNIFICATION AND HOLD HARMLESS:** The RESPONDENT shall defend, indemnify and hold harmless TAMUS, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under the contract. The RESPONDENT agrees to protect the State from claims involving infringement of patents or copyrights.
- G. **RESPONDENT LIABILITY:** The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.
- H. **EARLY TERMINATION:** TAMUS shall have the right to terminate the contract with the RESPONDENT without penalty after a (30) days written notice of termination to the RESPONDENT under the following circumstances:
1. **Default of RESPONDENT**
It shall be considered a default whenever the RESPONDENT shall:
 - (a) Disregard or violate material provisions of the contract documents or TAMUS instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.

(b) Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of TAMUS

Termination of the contract services is construed by TAMUS to be in its best interest for serving the community and its students, faculty, and staff.

Note: Any contract cancellation notice shall not relieve the RESPONDENT of the obligation to deliver and/or perform prior to the effective date of cancellation.

- I. RESPONDENT PAYMENT/BILLING TERMS: Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the applicable department within TAMUS.
- J. CIVIL RIGHTS REQUIREMENTS: All RESPONDENTS must comply with applicable civil rights laws.
- K. NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **Exhibit B** must be executed as a part of the RESPONDENT's submittal.
- L. ENTIRE AGREEMENT: An agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the agreement. Any amendment or modification to the contract agreement must be in writing and signed by the parties hereto.
- M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of the agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract agreement did not contain the particular part, term, or provision held to be invalid.
- N. MODIFICATION OF SERVICE: TAMUS reserves the right to modify the services during the course of the agreement. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by TAMUS.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.

- O. PUBLICITY: RESPONDENTS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from TAMUS.

Information provided to RESPONDENT by TAMUS, including but not limited to information from the members, officers, agents, or employees of The Texas A&M University System or any of its members, and information provided to RESPONDENT by members of the public or any other third party shall belong to TAMUS

- P. INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of TAMUS or incur any obligation on the part of TAMUS without written authority of TAMUS. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of TAMUS relative to conduct on its premises.
- Q. CONFIDENTIALITY: In accordance with the Texas Public Information Act, Submittals could be subject to public review after the contracts have been executed. RESPONDENTS responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is

carefully identified as such in writing, and TAMUS accepts, in writing, the information as proprietary.

Information created, derived, or otherwise produced by RESPONDENT shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges any final report or papers will be provided in accordance with the Agreement, and that any information contained in any report or papers, which RESPONDENT believes is confidential under Texas law will be clearly designated as such by RESPONDENT. In the event TAMUS receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

- R. **OWNERSHIP OF DOCUMENTS:** Upon completion or termination of any agreement, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.
- S. **SUBCONTRACTING:** No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of TAMUS. Upon written request, the RESPONDENT 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.

The RESPONDENT shall be fully responsible for all work performed under any contract resulting from this RFP. The RESPONDENT shall describe who will be, if any, subcontractor(s) for the agreement. No subcontract, which the RESPONDENT entered into with respect to performance under this contract, shall in any way relieve the RESPONDENT of any responsibility for the performance of its duties under the terms of this contract. The RESPONDENT shall notify the agency in writing of any changes in subcontracting.

- T. **INSURANCE:** The RESPONDENT shall obtain and maintain, for the duration of this project 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 and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the RESPONDENT under the Agreement. The RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The RESPONDENT is not relieved of any liability or other obligations assumed pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

RESPONDENT will provide certificates indicating such insurance is in force and effect within ten (10) working days after full execution of the Agreement, and such certificates must state that TAMUS will be notified in the event of cancellation of coverage. Failure to maintain insurance coverage as described above will be considered a default under the Agreement.

Coverages

Limit

A. Worker's Compensation*

Statutory Benefits (Coverage A)
Employer's Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

** If this coverage is no any reason waived, the contractor, employees thereof, and sub contractors must sign a hold harmless and indemnification agreement.*

B. Automobile Liability

Owned Vehicles \$1,000,000	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000

C. Commercial General Liability

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products / Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to Premises	\$100,000
Medical Payments	\$5,000

D. Professional Liability \$1,000,000**Additional Endorsements**

Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as additional insureds.

- U. **DISPUTE RESOLUTION**: The 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 TAMUS and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.
- V. **VENUE**: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located.
- W. **STATE AUDITOR'S OFFICE**: RESPONDENT understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. RESPONDENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. RESPONDENT will include this provision in all contracts with permitted subcontractors.
- X. RESPONDENT shall neither assign its rights nor delegate its duties under the Agreement without the prior written consent of TAMUS.
- Y. RESPONDENT hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- Z. **ALTERNATE PROPOSALS**: TAMUS reserves the right to consider alternate proposals submitted by respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.
- AA. **WARRANTIES**: In addition to all warranties established by law, RESPONDENT hereby warrants and agrees

that:

All goods and services covered by the agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by TAMUS, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TAMUS shall have the right of inspection and approval, and may, at RESPONDENT's expense, reject and return nonconforming goods or require re-performance of services which are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by TAMUS's failure to notify RESPONDENT upon receipt of goods or completion of services, or by payment of invoice.

All goods and/or services provided under the agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations effect or proposed as of the date of the agreement.

All goods delivered pursuant to the agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the agreement.

BB. ACCEPTANCE OF SERVICES: All services performed under the agreement shall be to the satisfaction of each agency and in accordance with the specifications, terms, and conditions of the agreement. TAMUS reserves the right to review the services performed and to determine the quality and acceptability of such services.

CC. SALES AND USE TAX: TAMUS, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The RESPONDENT may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

DD. NON-WAIVER OF DEFAULTS: Any failure of the Agencies at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the Agencies at any time to avail itself of same.

EXHIBIT A**EXECUTION OF OFFER****RFP01 RISK-15-018****DATE:**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment:

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time 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 or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at TAMUS' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of TAMUS;
- (v) Respondent has not been an employee of TAMUS within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the RESPONDENT's disqualification;
- (xii) under Section 231.006, Family Code, the RESPONDENT 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; and,
- (xiii) under Section 2155.006, Government Code, the RESPONDENT 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.

RESPONDENT should give Payee Identification Number (PIN) (Formally RESPONDENT ID), full firm name and address of RESPONDENT (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

RESPONDENT/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFQ, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).

EXHIBIT B NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TAMUS.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2015.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

EXHIBIT C**Projects To Be Included**

Member	Project	Project Amount
TAMUC	Nursing and Health Sciences Building	\$60,000,000
TAMUCC	Life Sciences Research and Education Building	\$120,000,000
TAMUK	Educational Complex	\$93,000,000
TAMUT	Academic and Student Services Building	\$40,000,000
WTAMU	Agricultural Sciences Complex	\$53,000,000
WTAMU	Amarillo Center Renovation	\$10,000,000
HSC	Dental Clinic Facility at BCD	\$135,600,000
HSC	Multidisciplinary Research and Education Facility	\$100,000,000
TAMIU	Library Renovation	\$69,000,000
PVAMU	Fabrication Center and Capital Improvements	\$35,790,000
Tarleton State	Applied Sciences Building	\$85,600,000
Tarleton State	Southwest Metroplex Building	\$99,600,000
TAMU	Biocontainment Research Facility	\$95,000,000
TAMUG	Classroom and Laboratory Facility and Campus Infrastructure	\$134,000,000
TAMUCT	Multipurpose Building	\$40,000,000
TAMUSA	Science and Technology Building and Campus Infrastructure	\$70,000,000
		\$1,240,590,000

Possible Projects To Be Included

TAMUC	Library and Center For Educational Innovation and Faculty Development	\$60,000,000
TAMUCC	Arts and Media Building	\$50,000,000
TAMIU	Kinesiology Building Re-Purpose	\$86,000,000
PVAMU	Innovation Commercialization Center for Entrepreneurs Facility	\$20,000,000
TAMU	Classroom Building and Renewal	\$100,000,000
TAMUSA	Central Plant	\$16,500,000
TEES	Center For Infrastructure Renewal	\$75,000,000
		\$407,500,000