



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR PROPOSAL
RFP Number: RFP01 RISK-15-024

**Workers' Compensation Medical Bill Audit
And Medical Claims Management Services**

PROPOSAL MUST BE RECEIVED PRIOR TO:
2:00 P.M. Central time on November 13, 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
Email: jzimmermann@tamus.edu**

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. VENDORS responding to this proposal are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing. Notwithstanding the foregoing, the A&M System is subject to the Texas Public Information Act.

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SECTION 1 - INTRODUCTION

1.1 Scope

The Texas A&M University System (TAMUS or A&M System) is seeking proposals from interested vendors to provide workers' compensation medical bill audit and medical claims management services for the A&M System. The A&M System currently contracts for workers' compensation medical bill audit and medical claims management services. 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, the program needs, and the required format for the 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.tamus.edu/about/history/>.

1.3 Background

The A&M System self-funded Workers' Compensation Insurance (WCI) program was created by the 52nd Legislature of the State of Texas to provide reasonable and necessary medical coverage and indemnity payments to employees who sustain injuries or occupational diseases while in the course and scope of their employment. The program's statutory authority is embodied in Chapter 502 of the Texas Labor Code. The System Office of Risk Management is responsible for administering all aspects of the system-wide program. The program provides income and medical benefits for employees who sustain a work-related injury, occupational disease, or a work-related death.

1.4 Scope of Proposal

It is the intent of the A&M System to solicit proposals for the management of workers' compensation medical bill audits and medical claims, and effectively establish an agreement with a qualified company for the requirements listed within this RFP. This would likely include, but not be limited to:

- Automated medical review services for compliance with the Texas Workers' Compensation Act, Rules, and Division fee and treatment guidelines;
- Utilization review services;
- Medical case management services;
- Preauthorization services pursuant to applicable Texas Worker's Compensation Division rules.

Final authority with regard to workers' compensation insurance claims administration will rest with the A&M

System.

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. Fees, expense schedules, charges, and management arrangements must be guaranteed for the initial term. The agreement may be extended for two (2) additional years, 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, to provide workers' compensation medical bill audit and medical claims management services as described in **Section 3**.

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.

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 provides the information necessary to prepare and submit a proposal for consideration and outlines requirements 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 jjzimmermann@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. November 5, 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	October 29, 2015
Addendum 1 issued (if applicable)	November 3, 2015

Deadline to Submit Questions	November 5, 2015
Addendum 2 issued (if applicable)	November 9, 2015
Responses Due	November 13, 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, November 13, 2015** in a sealed envelope or box marked "**RFP01 RISK-15-024.**"

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, two (2) additional hard copies, and two (2) electronic copies 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-15-024" 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 a presentation. TAMUS will not provide compensation to RESPONDENTS for any expenses incurred by the RESPONDENT(S) for proposal preparation, evaluations or presentations that may be made.

2.7 Evaluation Criteria

The A&M System will evaluate eligible proposals and select one Proposer based upon but not limited to the criteria listed below.

- Compliance with the requirements listed in the RFP.
- The organizations financial strength and stability
- References
- A demonstrated ability to provide prompt and accurate medical bill review and adjustment services, and electronically submit payment recommendations to the A&M System for medically reasonable and necessary treatment and services.
- Ability to perform medically reasonable and necessary preauthorization services pursuant to applicable Texas Workers' Compensation Division rules.
- Ability to comply with any DWC required rules and instructions associated with processing medical bills (including generation of DWC form 62 or approved alternates). The A&M System's evaluation of this ability will be based on a review of the materials submitted by Proposer, including work product samples, and a

review of the client reference information submitted by Proposer.

- A demonstrated understanding of the nature of the services required by this RFP.
- Ability to electronically receive and transmit all adjusted medical bill information back to the A&M System and to the DWC in the format required by both entities.
- Demonstrated ability to offer fully integrated medical cost management services.
- Proposal pricing

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

General Responsibilities:

The RESPONDENT selected by the A&M System shall assume responsibility for all services offered in its proposal, and shall be the sole point of contact on contractual matters, including payment of any and all fees under the terms of the Agreement resulting from this RFP. The A&M System will establish a method by which to review or audit RESPONDENT's performance to determine sufficiency of performance and compliance with the requirements of the Agreement. The Agreement shall specify sanctions for RESPONDENT's failure to comply with the requirements of the Agreement. The RESPONDENT selected by the A&M System shall be totally responsible for management of the services provided under the Agreement resulting from this RFP (if any).

3.1 Specific Duties Required

The A&M System requires specific automated medical bill review and adjustment services to be conducted in conjunction with the processing of workers' compensation medical bills. Specifically, the A&M System desires to contract with a qualified Contractor to provide the following services:

- A. Make arrangements for the daily transportation and for Contractor's ability to electronically receive medical bills, of the nature described below, from the A&M System, at Contractor's cost:
 - 1. Hospital bills (UB-04s);
 - 2. Pharmacy and medical supplier bills (DWC form 66s);
 - 3. Medical bills (CMS-1500s).
- B. Provide review and adjustment on each bill described above. Review must, at a minimum, screen for the following factors:
 - 1. Relationship of treatment to injury;
 - 2. Code "unbundling";
 - 3. Billing for incidental procedures;
 - 4. Previously billed treatment (i.e., duplicate billing);
 - 5. Usual and customary pricing;
 - 6. Over-utilization;
 - 7. Treatments or services that have not been preauthorized;
 - 8. Treatments or services rendered by an unauthorized provider;
 - 9. PPO repricing;
- C. Return the adjusted bills (the bills that are in compliance with the provisions of the Texas Workers' Compensation Law, the Texas Workers' Compensation Medical Fee Guidelines, and any other applicable Texas rules or statutes) to the A&M System in a format specified by the A&M System and to facilitate updating payment information files to claim files. Contractor shall also maintain the original bill in an individual claim file on the Contractor's site and electronically transmit the notice of medical payment dispute forms and/or DWC form 62 format to the A&M System and the medical provider.
- D. Electronically transmit payment recommendation information along with an Explanation of Benefits (approved alternate DWC form 62, annotated bill and/or a DWC form 62 as required by DWC rules).
- E. Submit monthly management information reports to the A&M System summarizing certain items including, but not limited to, the following items:
 - 1. Number of bills processed since the previous report;
 - 2. Number of line items included in the processed bills;
 - 3. Amount charged by providers on processed bills;
 - 4. Amount of adjustment or reduction on bills;

5. Amount of payment on processed bills;
 6. Number of bills submitted for reconsideration since the previous report (that is, appealed charges); and
 7. Amount of payment made on charges previously denied.
- F. File with the A&M System any forms or reports required in conjunction with the medical bill payment process for reporting to the Texas Workers' Compensation Division.
- G. Maintain at least 48 months of payment history for all bills processed for the A&M System in such a manner as to prevent duplicate billings/payments and to identify possible over-utilization.
- H. Serve as a liaison between the A&M System and medical service providers to resolve any problems or discrepancies resulting from the review and adjustment process.
- I. Submit to the A&M System a monthly invoice for services rendered and for payments made to medical providers. The monthly invoice must be itemized by claim number and submitted in an EDP format prescribed by the A&M System, so that each itemized charge may be posted to the appropriate claim records.
- J. Keep apprised of changes in DWC rules and regulations that affect medical bill processing and make necessary adjustments in operating procedures to promptly comply with these changes.
- K. Provide all medical cost management services for the A&M System preferably out of an office or offices located in Texas.
- L. Maintain a toll-free telephone number for use by the A&M System and medical providers.
- M. Receive and process electronic billing from medical providers.

3.2 Additional Requirements

A. DWC Authorization

Each RESPONDENT must provide the A&M System with a DWC authorization letter for electronic submission of medical bills.

B. Sample Documents

Each RESPONDENT must submit to the A&M System samples of all letters and forms to be used by RESPONDENT in providing the services described in this RFP, in accordance with the requirements in the Respondent Questionnaire, (ref. Section 4).

C. Payment Dispute Process

Each RESPONDENT must submit to the A&M System an outline of an internal medical payment dispute process for medical providers. RESPONDENT's outline must include adequate documentation beyond a restatement of the auditing process.

D. Preferred Provider Network

Each RESPONDENT must submit to the A&M System a complete list of providers included in its contracted preferred provider network. RESPONDENT's list should include the providers' names, addresses, and tax identification numbers. The selected Contractor shall provide the A&M System's medical providers with an opportunity to participate in the Contractor's preferred provider network.

During the process of selecting a contractor, the A&M System may, at its sole discretion, give additional consideration to a RESPONDENT that has an established statewide pharmacy preferred network.

E. Liability Insurance

Interested vendors must submit certificates of insurance reflecting all coverage included in the vendor's

insurance program for review. A&M System will review vendor insurance program and reserves the right to request modifications to coverage based on final contract terms. A&M System will require worker's compensation, commercial general liability, auto liability, professional liability and cyber liability coverage.

The successful RESPONDENT must designate the A&M System as an additional insured on this policy or policies.

F. Personnel

Contractor shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance of Contractor's obligations under the Agreement. Contractor shall assign to the A&M System a designated representative of Contractor, who will be responsible for the coordination and administration of the A&M System's requirements under the Agreement.

G. Reimbursement

The Contractor selected by the A&M System shall reimburse the A&M System for any overpayments made to medical providers due to the acts or omissions of the Vendor, its subcontractors, employees, or agents. Overpayments include any payments that a reasonable and prudent medical cost management company would not have made or recommended.

H. Confidentiality of Health Information

The Contractor shall comply at all times with Texas and federal laws regarding the confidentiality of health and medical information.

3.3 Annual Bill Processing Data

Approximate total bills processed 9/1/13 through 8/31/14		5,134
Physician Bills	Approximately 70%	
Pharmacy Bills	Approximately 21%	
Hospital Bills	Approximately 9%	
Paid to providers 9/1/13 through 8/31/14		\$1,708,320

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 Legal Name of the Proposer’s Company: _____

Name of Parent Corporation, if any: _____

NOTE: If Proposer is a subsidiary, the A&M System prefers to enter into a contract or agreement with the parent corporation or to receive written assurances of performance from the parent corporation.

4.1.2 Number of Years in Business: _____

Type of Operation: Individual _____ Partnership _____ Corporation _____ Government _____

Number of Employees: _____ (company-wide)

Number of Employees: _____ (servicing location)

Annual Revenue: _____ (company-wide)

Annual Revenue: _____ (servicing location)

4.1.3 Does any relationship exist whether by family kinship, business association, capital funding agreement or any other such kinship, between Proposer and any employee of the A&M System? If yes, please explain.

4.2 Financial Condition

4.2.1 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.

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

4.2.3 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.

4.2.4 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.

4.2.5 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.

4.2.6 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.

4.2.7 If Proposer is a subsidiary corporation, please confirm that the Proposer's parent corporation will enter into any contract or agreement resulting from this RFP or that Proposer's parent corporation will assure

performance of such contract or agreement by Proposer.

- 4.2.8 Provide the name, address and telephone number of Proposer's primary financial institution and the name, title, address and telephone number of an officer at Proposer's primary financial institution that the A&M System may contact.
- 4.2.9 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.
- 4.2.10 Provide evidence of RESPONDENT's insurance coverage provided by an insurance carrier rated A or better in the limits and types specified in Section 5 U below.

4.3 Organization

- 4.3.1 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.
- 4.3.2 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

4.4 References

Provide a customer reference list of no less than four (4) organizations that the A&M System may contact and with whom Proposer either (a) currently holds contracts to provide or (b) has within the last 5 years provided services similar to those described in this RFP. At least two (2) of these customer references should be organizations doing business within the State of Texas. Proposer's reference list must include each organization's name and address, contact person, telephone number, email address, project description, length of business relationship and background of services performed by Proposer.

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.

4.5 Approach to Service

- 4.5.1 Proposer shall provide a statement of its project approach for providing the services requested by the A&M System in this RFP.

- 4.5.2 Proposer shall provide a preliminary work plan and schedule with key dates for all preparatory steps and the start date for services to the A&M System. Proposer's preliminary work plan should include:
- Identification of tasks to be performed and goods and services to be provided
 - Time frames to perform the identified tasks
 - Implementation strategy
- 4.5.3 Proposer should provide summary resumes for its proposed project team members, including, without limitation, the team members' specific experiences with projects similar to the services requested by the A&M System in this RFP, the number of years of employment with Proposer, educational background, and other qualifications.
- 4.5.4 Proposer shall provide an estimate of the Proposer's earliest possible commencement date for operations following the complete execution of an Agreement resulting from this RFP.
- 4.5.5 Provide details regarding (a) any special services, product characteristics, or other benefits offered by Proposer to the A&M System and (b) any other unique advantages to be gained by the A&M System from contracting with Proposer.

4.6 Quality Assurance

- 4.6.1 Describe Proposer's service support philosophy, how the philosophy is carried out, and Proposer measures its success in maintaining this philosophy.
- 4.6.2 Describe Proposer's quality assurance program, including a description of Proposer's quality assurance procedures and how quality assurance is evaluated and assessed.
- 4.6.3 Provide an explanation of the methods Proposer will use to ensure consistent quality in its services on a day-to-day basis.

4.7 General Information

- 4.7.1 Provide information to assist the A&M System in assessing Proposer's demonstrated competence and experience in operating and managing the services requested by the A&M System in this RFP.
- 4.7.2 Provide information to assist the A&M System in evaluating Proposer's knowledge of current and developing issues related to the operation and management of the services requested by the A&M System in this RFP, as well as issues related to other fields that may be applicable to the A&M System.
- 4.7.3 Proposer should describe any difficulties that Proposer anticipates in providing services to the A&M System, and how Proposer plans to manage those difficulties. Proposer should describe any assistance that Proposer will require from the A&M System.

4.8 Regulatory Compliance History

Proposer shall provide a detailed summary of Proposer's federal, state, county and municipal regulatory compliance history for the past three (3) years, including, without limitation, copies of all notices of violations, and all settlement documentation.

4.9 Proposal Pricing

4.9.1 Total Aggregate Cost

Respondent shall provide the total aggregate cost for providing the automated bill review and adjustment services, as determined by the following formula:

Total cost =

¹ **Proposed “minimum bill processing fee” x estimated number of bills processed in one year +**

² **Proposed “line item fee” x estimated number of line items on bills processed in one year.**

Definitions for the formula above:

¹ The term “*Minimum Bill Processing Fee*” is defined as the fee charged to ³process one medical bill that includes one, two, or three “line items”.

² The term “*Line Item Fee*” is defined as the fee charged for each additional “line item” over the third line item on any one medical bill.

³ The word “*Process*” includes, but is not limited to, the following procedures:

- a. Auditing all bills for accuracy and completeness in accordance with DWC directives and returning improperly completed bills to providers for correction;
- b. Reducing each medical bill to the amount allowed under the Texas Workers’ Compensation Act, Rules and Division fee and treatment guidelines, as applicable, the usual and customary fee, or the preferred provider (PPO) contracted amount, whichever is less;
- c. Identifying the “unbundling” of charges and reducing the bill accordingly;
- d. Annotating bills according to applicable DWC Rules;
- e. Denying payment for treatments and services that have not been preauthorized as required by applicable DWC Rules;
- f. Denying charges that are medically unreasonable, unnecessary, and/or unrelated to the injury;
- g. Submitting payment recommendations and explanations of reimbursement electronically to the A&M System within fourteen days or less of the date the bill is submitted by the A&M System; and
- h. Providing other medical review services (including utilization review, preauthorization services, case management, and use of preferred provider network).

4.9.2 **Pricing for Services**

- Cost for automated bill review
- Cost for utilization review services
- Cost for preauthorization services
- Cost for case management services

4.9.3 Other fees or charges not specified in the above pricing.

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.

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with the A&M System, the A&M System may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Vendor fails to remedy such failure or default within the ten (10) day period, the A&M System shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement; and such cancellation by the A&M System shall not limit any other right or remedy available to the A&M System at law or in equity.

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. INDEPENDENT VENDOR STATUS: Vendor agrees that the Vendor and Vendor's employees and agents have no employer-employee relationship with the A&M System. The A&M System shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers' Compensation Insurance payments, or any other insurance payments, nor will the A&M System furnish any medical or retirement benefits or any paid vacation or sick leave.

R. 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.

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.

S. 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.

T. 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.

U. INSURANCE: The RESPONDENT 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 TAMUS. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to RESPONDENT under this Agreement. RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. RESPONDENT 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 TAMUS at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

1. **Worker's Compensation**

Statutory Benefits (Coverage A)

Statutory

Employers Liability (Coverage B)

\$1,000,000 Each Accident

\$1,000,000 Disease/Employee

\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for TAMUS. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

2. **Automobile Liability**

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

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

3. **Commercial General Liability**

Each Occurrence Limit

\$1,000,000

General Aggregate Limit

\$2,000,000

Products / Completed Operations

\$1,000,000

Personal / Advertising Injury

\$1,000,000

Damage to rented Premises

\$300,000

Medical Payments

\$5,000

The required commercial general liability policy will be issued on a form that insures RESPONDENT's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Additional Endorsements**

The 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 RESPONDENT as additional insured's.

5. RESPONDENT will deliver to TAMUS:

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 RESPONDENT 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 TAMUS as Additional Insureds up to the actual liability limits of the policies maintained by RESPONDENT. 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 TAMUS. No policy will be canceled without unconditional written notice to TAMUS 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 TAMUS ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by TAMUS prior to the performance of any services by RESPONDENT under this Agreement. RESPONDENT 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 mailed, faxed, or emailed to the following TAMUS contact:

The Texas A&M University System
301 Tarrow Street
College Station, TX 77840
Attn: Jeff Zimmermann
Facsimile Number: 979-458-6101
Email Address: jzimmermann@tamus.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMUS in writing.

- V. 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.
- W. 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.
- X. 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.

- Y. RESPONDENT shall neither assign its rights nor delegate its duties under the Agreement without the prior written consent of TAMUS.
- Z. 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).
- AA. 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.
- 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-15-024

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 proposal. Failure to complete, sign and return this execution of offer with the proposal response may result in rejection of the response.

Signing a false statement may void the submitted proposal or any agreements or other contractual arrangements, which may result from the submission of respondent's proposal. 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) 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;
- (xi) 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,
- (xii) 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: _____

<p>* By signing this RFP, 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).</p>

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.