REQUEST FOR QUALIFICATIONS

Transmountain Practice Infusion Center

RFP # 774-XXXXXXX

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

Request for Qualifications (RFQ) # 774-XXXXXXX

Recruitment and Search Assistance

Due Date: October 5, 2017 at 12:00 p.m. MST

Proposals must be time stamped by the Texas Tech University Health Sciences Center El Paso Purchasing Office before the hour and date specified for receipt of proposals.

Texas Tech University Health Sciences Center at El Paso
Purchasing Office
Attention: Patricia I. Myers / Liliana Guerrero
5001 El Paso Drive
El Paso, Texas 79905

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

Due Date: October 5, 2017 @ 12:00 p.m. Mountain Standard Time (MST)

<table>
<thead>
<tr>
<th>Request Number:</th>
<th>RFP 774-XXXXXXXX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td></td>
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<tr>
<td>Tax ID. Number:</td>
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<tr>
<td>Phone Number:</td>
<td></td>
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<tr>
<td>Contact E-Mail:</td>
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</tr>
<tr>
<td>Contact Name:</td>
<td></td>
</tr>
</tbody>
</table>

Check-off

1. ___ Signed and Completed Execution of Offer (Ref. Appendix B).
2. ___ Signed and Completed HUB Subcontracting Plan (Ref. Appendix C).
3. ___ Signed and Completed Addenda Checklist (Ref. Appendix D).
4. ___ Responses to questions and requests for information in the Specifications Section (Ref. Section 5).
5. ___ Deliver Proposal to:


Or Mailed To:

Texas Tech University Health Sciences Center El Paso Purchasing Office
Attention: Patricia I. Myers / Liliana Guerrero
5001 El Paso Dr.
El Paso, Texas 79905
SECTION 1 GENERAL INFORMATION

1.1 Introduction

The Texas Tech University Health Sciences Center at El Paso (“TTUHSC EP”), a part of the Texas Tech University System, seeks proposals from qualified firms to obtain consulting services related to the guidance, development, planning, implementation and start up related to the establishment of an infusion center at the Transmountain Practice/Campus. This is to include but not limited to regulatory requirements, unique documentation, and billing requirements. A number of services in the recruitment plan of the Transmountain Practice/Campus depend on infusion centers. Examples include oncology and gastroenterology. The educational exposure which occurs in these infusion centers is a core component of the education of future physicians and nursing students. In addition, these services tend to provide a larger margin than cognitive based services. Collectively, therefore, the infusion center reflects an important part of the long term viability of the Transmountain Practice/Campus. The scope of work is more specifically described in Section 5.4 entitled Specifications / Service Scope of Work.

1.2 Description of Texas Tech TTUHSC EP Health Sciences Center

Texas Tech University Health Sciences Center El Paso, Texas Tech University System’s fourth university has a mission to provide education, research, and patient care to West Texas. It is comprised of the Paul L. Foster School of Medicine, the Gayle Greve Hunt School of Nursing, and a Graduate School of Biomedical Sciences. Research focuses on cancer, diabetes and metabolism, infectious diseases, and neurosciences. The university also has a clinical practice called Texas Tech Physicians of El Paso, which is part of the largest network of healthcare physicians in West Texas. For more information about Texas Tech University Health Sciences Center El Paso, please visit http://www.elpaso.TTUHSC EP.edu

1.3 Group Purchasing Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFQ.

1.4 TTUHSC EP’s Right to Reject

This RFQ does not commit TTUHSC EP to select a proposer or to award an agreement to
any proposer. TTUHSC EP reserves the right to accept or reject, in whole or in part, any qualification it receives pursuant to this RFQ. Proposals which are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by TTUHSC EP at its option. If TTUHSC EP receives fewer than three proposals, TTUHSC EP has the right to reissue this RFQ in order to gain additional competitive proposals.

1.5 Public Information

1.5.1 Proposer is hereby notified that TTUHSC EP strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

1.5.2 TTUHSC EP may seek to protect from disclosure all information submitted in response to this RFQ until such time as a final agreement is executed.

1.5.3 Upon execution of a final agreement, TTUHSC EP will consider all information, documentation, and other materials requested to be submitted in response to this RFQ, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

1.6 Inquiries and Interpretations

1.6.1 TTUHSC EP may in its sole discretion respond in writing to written inquiries concerning this RFQ and post its response as an Addendum to all parties recorded by TTUHSC EP as having received a copy of this RFQ. Only TTUHSC EP’s responses that are made by formal written addenda will be binding on TTUHSC EP (“Addenda”). Any verbal responses, written interpretations or clarifications other than Addenda to this RFQ will be without legal effect. All Addenda issued by TTUHSC EP prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFQ for all purposes.

1.6.2 Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. APPENDIX C). The Addenda Checklist must be received by TTUHSC EP prior to the Submittal Deadline and should accompany the Proposer’s qualification.

1.6.3 Any interested party that receives this RFQ by means other than directly from TTUHSC EP is responsible for notifying TTUHSC EP that it has received an RFQ package, and should provide its name, address, telephone number and FAX number to TTUHSC EP, so that if TTUHSC EP issues Addenda to this RFQ or provides written answers to questions, that information can be provided
to such party.

SECTION 2 NOTICE TO PROPOSER

2.1 Submittal Deadline

TTUHSC EP will accept proposals submitted in response to this RFQ until 12:00 P.M., MST on **October 5, 2017** (the “Submittal Deadline”). Proposals should be delivered to:

Texas Tech University Health Sciences Center  
Purchasing Office  
Attention: Patricia I. Myers / Liliana Guerrero  
5001 El Paso Dr.  
El Paso, Texas  
79905

2.2 TTUHSC EP Contact Person

Proposers will direct all questions or concerns regarding this RFQ to the following TTUHSC EP contact (“TTUHSC EP Contact”):

Patricia I. Myers     Liliana Guerrero  
Senior Analyst, Purchasing Office  Unit Associate Director Purchasing  
Tel. (915) 215-4220 • Fax (915) 215-8813  
Tel. (915) 215-6556 • Fax (915) 215-8813  
patricia.i.myers@ttuhsc.edu     liliana.guerrero@ttuhsc.edu

TTUHSC EP specifically instructs interested parties to restrict all contact and questions regarding this RFQ to written communications forwarded to TTUHSC EP Contact. TTUHSC EP Contact must receive all questions or concerns no later than **September 19, 2017**. TTUHSC EP will have a reasonable amount of time to respond to questions or concerns. It is TTUHSC EP’s intent to respond to all appropriate questions and concerns; however, TTUHSC EP reserves the right to decline to respond to any question or concern.

2.3 Key Events Schedule

TTUHSC EP will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of RFQ</td>
<td>September 5, 2017</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions</td>
<td>September 19, 2017</td>
</tr>
<tr>
<td>Deadline for Submission/Delivery of Proposals</td>
<td>October 5, 2017 at 12:00 p.m. MST</td>
</tr>
<tr>
<td>Public Opening Of Proposals</td>
<td>October 5, 2017 at 3:00 p.m. MST 130 Val Verde, El Paso, Texas 79905</td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>October 5th – November 2nd, 2017</td>
</tr>
</tbody>
</table>
2.4 Anticipated Term

The anticipated term of any resulting agreement will begin on the date an agreement is executed, and expire on August 31, 2018. TTUHSC EP will have the option of two (2) additional one (1) year renewal periods.

- Optional Renewal Period #1: Sept 1, 2018 – Aug 31, 2019
- Optional Renewal Period #2: Sept 1, 2019 – Aug 31, 2020

SECTION 3 PROPOSAL SUBMISSION PROCEDURES

3.1 Number of Copies

Proposer must submit a total of one (1) complete copy of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. APPENDIX B) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s qualification bearing an original signature should contain the mark “original” on the front cover of the qualification.

3.2 Submittal Instructions for Online (TechBid) Proposals


3.2.2 Proposals must be signed by the responding company’s official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification. The TechBid system contains a mandatory “Bidder Affirmation” checkbox certifying this information. By submitting their proposal online, proposers automatically qualify as having a valid signature.

3.2.3 All proposals must be submitted online no later than the date and time indicated in Section 2.1 “Submittal Deadline.”

3.3 Submittal Instructions for Mailed/Delivered Proposals

3.3.1 TTUHSC EP prefers that all proposals be submitted using the TechBid system at https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech. However, if necessary, the proposer may elect to submit a printed version of the proposal and submit the proposal by mail or carrier service.

3.3.2 One (1) original individually-bound completed proposal is required for the mailed or delivered submittals. Note: One (1) electronic version (on a USB drive) is
also required for archival purposes. Proposals must be received by the university on or before the Submittal Deadline (Ref. Section 2.1 of this RFQ) and should be delivered to:

Mailing Address:                                    Hand Delivery:
Texas Tech University HSC El Paso                  Texas Tech University HSC El Paso
Purchasing Office                                    Purchasing Office
5001 El Paso Drive                                   130 Val Verde
El Paso, TX 79905                                    El Paso, Texas 79905
Attn:                                                Attn:
Patricia I. Myers, Senior Analyst                    Patricia I. Myers, Senior Analyst
Liliana Guerrero, Unit Associate Director            Liliana Guerrero, Unit Associate Director

Director

3.3.3 Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

Tab 1: Introductory Cover Letter
Tab 2: Responses to questions and requests for information in the Specifications and Scope of Work Section
Tab 3: Signed and Completed Execution of Offer
Tab 4: Signed and Completed Addenda Checklist

Any interpretation made will be in the form of an addendum to the Request for Qualification that will be posted on the Electronic State Daily website located at http://esbd.cpa.state.tx.us/. For this Request for Qualification, posting on this web page constitutes written notification to all Proposers. Proposers are instructed to check this site daily and are expected to review information on this site carefully prior to the submittal of proposal.

Tab 5: Miscellaneous
Tab 6: References of no less than three (3) organizations for current contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFQ.

3.3.4 Proposals must be signed by the responding company’s official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification. NOTE: The original signature on the one (1) required original will serve as the official signature of record for all copies.

3.3.5 Proposals should be submitted in a sealed envelope or box marked with the name of the RFQ (as shown on the cover page of this RFQ) and the opening date. All proposals must be submitted no later than the date and time indicated in Section 2.1 “Submittal Deadline.”
3.4 Proposal Validity Period

Each proposal must state that it will remain valid for TTUHSC EP’s acceptance for a minimum of one-hundred twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.5 Terms and Conditions

Proposer must comply with the requirements and specifications contained in this RFQ, including the Agreement (ref. APPENDIX A), the Notice to Proposer (ref. Section 2 of this RFQ), Proposal Submission Procedures (ref. Section 3 of this RFQ) and the Specifications and Scope of Work (ref. Section 5 of this RFQ). If there is a conflict among the provisions in this RFQ, the provision requiring Proposer to supply the better quality or greater quantity of Services will prevail.

3.6 Statement on HUB Subcontracting Plan

All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “HUB”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with State agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFQ, the Contractor subcontracts any of the services to be provided to TTUHSC EP, then the Contractor must make a good faith effort to utilize HUBs certified by the Texas Procurement and Support Services. Compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFQ. Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFQ. Proposers that fail to do so will be considered non-responsive to this RFQ in accordance with Section 2161.252, Government Code.

TTUHSC EP Purchasing has reviewed this RFQ in accordance with the Texas Administrative Code, 34 TAC, Section 20.14, and has determined that subcontracting opportunities are not probable under this RFQ. Attached to the RFQ as Appendix D is the link to TTUHSC EP HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN (HSP) POLICIES AND PROCEDURES and additional materials required by the rules of the Texas Procurement and Support Services.

A search has been conducted of the Centralized Master Bidders List to identify active HUB vendors in accordance with Title 34, Texas Administrative Code, Section 20.14(a)(1). The following NIGP commodity codes were included:

- Code #907-40; Code #918-06; Code #918-21; Code #918-25; Code #918-46; Code #918-49; Code #918-58; Code #918-74; Code #918-78; and Code #918-93.

Results can be viewed at the following link:

https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp

3.7 Alternate Proposals
TTUHSC EP may consider alternate proposals submitted by Proposer. Proposers submitting alternate proposals should (i) clearly identify any exceptions taken to the requirements and specifications set forth in this RFQ and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the requirements and specifications set forth in this RFQ, and all such suggestions must be clearly identified. Alternate proposals should be submitted as attachments to the proposal. Alternate proposals shall meet the same requirements and shall be in the same format as the proposal’s base format.

SECTION 4 EVALUATION CRITERIA AND AWARD

4.1 Evaluation Process

4.1.1 TTUHSC EP will utilize a proposal evaluation team for the evaluation of this RFQ. The award will be based on the proposal judged to be in the best interest of TTUHSC EP, the judgment in this regard shall be considered final. Any agreement resulting from this request shall be awarded to the proposer providing the “best value” to TTUHSC EP.

4.1.2 Under section 51.9335 of the Texas Government Code in determining what is the best value to an institution of higher education, TTUHSC EP shall consider the reputation of the proposer and of the proposer’s goods or services, the quality of the proposer’s goods or services, the extent to which the goods or services meet TTUHSC EP’s needs, the proposer’s past relationship with TTUHSC EP, the impact on the ability of TTUHSC EP to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities, the total long-term cost to TTUHSC EP of acquiring the proposer’s goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor.

4.2 Proposer’s Acceptance of Evaluation Methodology
Submission of a proposal indicates proposer’s acceptance of the evaluation technique and proposer’s recognition that some subjective judgments must be made by TTUHSC EP during the assigning of points.

4.3 Evaluation Criteria and Weights

4.1.1 Each proposal shall be evaluated on the ability to meet TTUHSC EP’s requirements and to provide the best value to TTUHSC EP.

4.1.2 The evaluation will be based on the following formula:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor’s Reference List</td>
<td>40</td>
</tr>
<tr>
<td>Experience on similar projects</td>
<td>50</td>
</tr>
<tr>
<td>Services Overview</td>
<td>10</td>
</tr>
</tbody>
</table>

4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to TTUHSC EP.

4.5 Oral Presentations / Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected proposers may be invited to participate in oral presentations. Oral presentations are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the Section 2.1 entitled “Submittal Deadline.”

4.6 Award Process

During the opening, proposals will be acknowledged publicly to identify the names of the proposers, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the proposers or, at TTUHSC EP’s sole option and discretion, TTUHSC EP may discuss or negotiate all elements of the proposal with selected proposers which represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

4.7 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, TTUHSC EP may permit a proposer to revise its proposal in order for TTUHSC EP to obtain a best and final offer. TTUHSC EP will provide each proposer within the competitive range with an equal opportunity for discussion and revision
of their proposal, and a proposer may elect not to amend their original proposal. TTUHSC EP is not bound to accept the best-priced proposal if that proposal is not the most advantageous to TTUHSC EP as determined by the evaluation team.

4.8 Award of Agreement

4.8.1 TTUHSC EP reserves the right to award an agreement for all or any portion of the requirements proposed by reason of this request, award multiple agreements, or to reject any and all proposals if deemed to be in the best interests of TTUHSC EP and to re-solicit for proposals, or temporarily or permanently abandon the solicitation. If TTUHSC EP awards an agreement, it will award the agreement to the proposer whose proposal is the most advantageous to TTUHSC EP, considering price and the evaluation factors set forth in this RFQ.

4.8.2 TTUHSC EP intends to negotiate and award an agreement with the vendor submitting the proposal the evaluation committee determines best meets the system’s requirements and is considered to be the best value overall. The agreement is a non-exclusive agreement, and TTUHSC EP reserves the right to enter into one or more agreements with third parties covering the same or similar Services.

4.8.3 The proposer may submit its standard agreement for review by TTUHSC EP. The agreement entered into by the parties shall consist of the RFQ, the signed proposal submitted by the vendor, the specifications including all the modifications thereof, a written agreement, and purchase order(s), all of which shall be referred to collectively as the agreement documents.

4.8.4 TTUHSC EP reserves the right to add qualified vendors after the original RFQ award(s) on an as needed basis if the existing award(s) does not meet the needs of TTUHSC EP. Additional vendors will be required to respond with information evidencing they meet all requirements and specifications of this RFQ. TTUHSC EP reserves the right to final judgment in this regard.

SECTION 5 SPECIFICATIONS AND SCOPE OF WORK

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The successful Proposer is referred to as the “Contractor.”

5.2 Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements if applicable:

Proposer is current with the State of Texas Comptroller of Public Accounts (if applicable)
https://cpafmprd.cpa.state.tx.us/tpis/servlet/TPISReports?reptId=wrntHol
Proposer can provide Certificate of Franchise Tax status. (If applicable)  
https://ourcpa.cpa.state.tx.us/coa/Index.html

Proposer shall demonstrate evidence of certifications, permits, licenses and insurances as appropriate to perform Services as required.

Current TTUHSC EP Insurance Requirements include but are not limited to:

Workers' Compensation Insurance with statutory limits, and Employer’s Liability Insurance with

Limits of not less than $1,000,000
Employers Liability - Each Accident $1,000,000
Employers Liability - Each Employee $1,000,000
Employers Liability - Policy Limit $1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of TTUHSC EP;

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit $1,000,000
Damage to Rented Premises $100,000
Medical Expenses (any one person) $10,000
Personal & Advertising Injury $1,000,000
General Aggregate $2,000,000
Products - Completed Operations Aggregate $2,000,000

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least $1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Professional Liability Insurance with limits of not less than $1,000,000 per claim.

5.3 Additional Requirements Specific to this RFQ

Proposer must submit the following informational sections as part of Proposer’s proposal:

1. **Proposer’s Experience and Qualifications**

   - Provide a full description of each service you propose to provide, including a detailed description of any processes and/or management tools you intend to use. Include written detail documenting how proposed service meets the requirements found in Section 5.4 Service Specifications. Your proposal should additionally address each of the following:
     - Typical approach to key tasks to be performed.
     - Typical project timeline identifying total number of weeks to complete.
     - Typical listing of deliverables.
- Responsibilities of TTUHSC EP and Contractor.
  - Provide a list of areas of specialization (i.e. health care, academic, executive placement, etc.).
  - Please provide details on how your company monitors and measures
    - Work quality
    - Results
    - Customer Satisfaction

2. References

TTUHSC EP is a State of Texas agency as well as an institution of higher education. Please describe your experiences in providing executive and professional level search services in such an environment.

5.4 Service Specifications

TTUHSC EP is seeking to enter into non-exclusive contracts with established, qualified and experienced executive and professional recruitment and search assistance firms knowledgeable in issues related to the administration of public higher education, healthcare administration, and medicine. The services sought by TTUHSC EP are for the performance of numerous administrative, logistical, research, and support tasks in the recruitment of executive and professional level positions throughout the institution. These contracts are not intended to be contracts for consulting services subject to Texas Government Code Chapter 2254, Subchapter B. The Services will include one or more of the following:

- Assistance in advertising and marketing executive and professional level positions.
- Identification of a qualified and diverse pool of talent for TTUHSC EP to consider as applicants for executive and professional level positions.
- Assistance in the screening of potential applicants for the specific positions identified to be filled from time to time and development of candidate profiles that include comprehensive education and experience verification and relevant reference information.
- Assistance with the interview process of potential candidates.
- Assistance in maintaining potential candidates’ interest in a position.
- Identification of salary ranges and typical benefits packages for similarly situated positions.

Selection of a respondent as one of the successful Contractor(s) will pre-qualify such Contractor to provide such services, upon request by TTUHSC EP, with respect to future, specific executive and professional position(s). Selection as a Contractor and execution of an agreement between TTUHSC EP and Contractor does not guarantee that the Contractor will be requested to provide such services.

Each non-exclusive contract will be for an initial term ending August 31, 2015, with the possibility of two renewal terms of one year each at the option of TTUHSC
TTUHSC EP does not represent or warrant that TTUHSC EP will seek such services from Contractor and TTUHSC EP specifically disclaims any such representations and warranties.
SECTION 6 GENERAL TERMS AND CONDITIONS

The terms and conditions contained in (i) the attached Agreement (ref. APPENDIX A) or, in the sole discretion of TTUHSC, terms and conditions substantially similar to those contained in the Agreement and (ii) the Texas Tech University System Required Contract Terms set forth at http://www.texastech.edu/ogc/contracting/required-contract-terms.pdf (collectively, the “Required Terms”) will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any of the Required Terms, Proposer will submit a list of the exceptions as part of its proposal.

APPENDIX A SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
THIS PROFESSIONAL SERVICES AGREEMENT, (Agreement), is made and entered into by and between TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO (“TTUHSC EP”), a public institution of higher education in the State of Texas, on behalf of its School of [INSERT], Department of [INSERT], and FULL LEGAL NAME OF OTHER PARTY (“Other Party”). [INSERT description of legal status, such as “a not-for-profit hospital in El Paso, Texas”].

Both TTUHSC EP and Other Party are also referred to herein as “Party,” or collectively as “Parties.”

WITNESSETH:

WHEREAS, Other Party desires to obtain certain professional services; and

WHEREAS, TTUHSC EP represents that it employs professionals with the necessary qualifications and knowledge who will be assigned to perform the services;

NOW THEREFORE, for the consideration herein expressed, TTUHSC EP and Other Party hereby agree as follows.

ARTICLE I
RESPONSIBILITIES

A. TTUHSC EP will provide the following services (Services):

[Clearly state in detail what services TTUHSC EP will perform, where, when, how often, on TTUHSC EP holidays, etc.]

B. Other Party will:

[DESCRIBE what the other party will provide in order for TTUHSC EP to perform the services. For example:]

Other Party will provide services to relate to the guidance, development, planning, implementation and start up related to the establishment of an infusion center at the Transmountain Practice/Campus. This is to include but not limited to regulatory requirements, unique documentation, and billing requirements.

C. [ADD any general clauses that might affect both parties.]

ARTICLE II
COMPENSATION
A. Other Party agrees to pay TTUHSC EP [WRITE OUT number $_______ per hour, day, month, etc, or according to a specified and attached schedule].

B. TTUHSC EP will invoice [INSERT when invoices will be sent to Other Party]. Payment shall be remitted within 30 days of invoice date.

ARTICLE III
TERM AND TERMINATION

A. The term of this Agreement shall commence on the date an agreement is executed, and expire on February 28, 2017. TTUHSC EP will have the option of two (2) additional one (1) year renewal period.
- Optional Renewal Period #1: March 1, 2018 – February 28, 2019
- Optional Renewal Period #2: March 1, 2019 – February 28, 2020

B. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice. This Agreement may be terminated immediately by TTUHSC EP upon written notice to Other Party for nonpayment.

C. Either Party may terminate this Agreement by written notice to the other Party, and may regard the other Party as in default of this Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency laws, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

D. Neither Party hereto shall be liable for delays to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, wars, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of such delay, the period of service hereunder shall be extended for a period equal to the time lost by reasons of delay, and services omitted (or portions thereof) shall be performed during such extension.

E. In the event this Agreement is terminated in accordance with this Article, then within thirty (30) days after the effective date of such termination, TTUHSC EP shall submit TTUHSC EP’s termination statement for Services rendered to the date of termination, and Other Party shall pay TTUHSC EP for such Services within thirty (30) days of receipt of TTUHSC EP’s termination statement.

F. The termination or expiration of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination.

ARTICLE IV
INSURANCE
A. TTUHSC EP state employees are subject to Texas Civil Practice and Remedies Code, Chapter 104, State Liability for Conduct of Public Servants, under which state employees acting and the course and scope of their employment are entitled to protection from the state with limits as set forth in §104.003.

B. Other Party shall maintain, during the term of this Agreement and any extensions thereof, professional and general liability insurance, evidence of which shall be available upon request, and shall immediately notify TTUHSC EP of any changes to or events affecting the status of the insurance.

ARTICLE V
COMPLIANCE

A. The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records which are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.

B. Other Party represents and warrants that neither Other Party or any employees or agents who provide items or Services under this Agreement are excluded, suspended or debarred from participation in any federal or state health care program or federally funded contracts. TTUHSC EP may conduct searches of Other Party's name against various federal and state sanction and exclusion databases, including, but not limited to the HHS OIG List of Excluded Individuals/Entities (LEIE), the GSA Excluded Parties List System (EPLS) and the Texas HHSC Exclusion List. Other Party agrees to immediately inform TTUHSC EP as soon as it is aware that it or any of its employees, agents or contractors providing items or services under the Agreement are subject to the imposition of any such sanctions or exclusion. This Agreement shall be subject to immediate termination by TTUHSC EP in the event Other Party, or any of its employees, agents or contractors, is listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion.

ARTICLE VI
GENERAL PROVISIONS

A. Independent Contractor. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

B. Severability. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.
C. Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the Parties at the addresses set forth below:

If to TTUHSC EP:

Texas Tech University Health Sciences
Center at El Paso
5001 El Paso Drive
El Paso, TX 79905
Facsimile No.: (915) 545-0931
Attention: Contracting Department

If to Other Party:

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

D. Binding Effect; No Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any patients of the Other Party, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

E. Entire Agreement. This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.

F. Amendment. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by in writing signed by the Parties.

G. Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

H. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue shall be in the state or federal courts of El Paso County, Texas. [If Other Party is not located in El Paso, replace prior sentence with: Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.]

I. Use of Name. Neither Party to this Agreement shall use the name or indicia of the other Party, nor of any of a Party’s employees, in any manner of publicity, advertising, or news releases without prior written approval of the other Party.
J. Public Information. TTUHSC EP strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to TTUHSC EP, Other Party will make any information created or exchanged with TTUHSC EP pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by TTUHSC EP that is accessible by the public.

J. Warranty of Authority. The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.

[Signature page follows.]
IN WITNESS WHEREOF, the undersigned Parties bind themselves to the faithful performance of this Agreement.

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER AT EL PASO

Signature
Richard A. Lange, M.D., M.B.A.
Printed Name
President
Title
Date

OTHER PARTY LEGAL NAME
SAME AS ON PAGE 1

Signature
Printed Name
Title
Date

[List Attachments or Exhibits if any.]
APPENDIX B EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER’S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

1.1 By signature hereon, Proposer represents and warrants the following:

1.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between TTUHSC EP and Proposer; (3) TTUHSC EP has made no representation or warranty, written or oral, that one or more contracts with TTUHSC EP will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

1.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

1.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to provide the Services.

1.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

1.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

1.1.6 If selected by TTUHSC EP, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

1.1.7 If selected by TTUHSC EP, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

1.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that TTUHSC EP will rely on such statements, information and representations in selecting Contractor. If selected by TTUHSC EP, Proposer will notify TTUHSC EP immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

1.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY TTUHSC EP, INDEMNIFY, AND HOLD HARMLESS TTUHSC EP, THE TEXAS TECH UNIVERSITY SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.

1.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

1.2 By signature hereon, Proposer offers and agrees to furnish the Services to TTUHSC EP and comply with all terms, conditions, requirements and specifications set forth in this RFP.

1.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at TTUHSC EP.

1.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at TTUHSC EP’s option, may result in termination of any resulting contract or agreement.

1.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

1.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.
1.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

[Vendor] certifies this [Agreement] is not prohibited under Tex. Gov’t Code §2261.252(b) and agrees that if [Vendor’s] certification is or becomes untrue, this [Agreement] is void, and [Vendor] will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this [Agreement], including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

1.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of the Texas Tech University System, on the other hand, other than the relationships which have been previously disclosed to TTUHSC EP in writing; (ii) Proposer has not been an employee of any component institution of The Texas Tech University System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, Government Code). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before TTUHSC EP enters into a contract or agreement with Proposer.

1.9 By signature hereon, Proposer certifies that in accordance with Section 2155.004, Government Code, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, Government Code, prohibiting TTUHSC EP from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, Government Code, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.

1.10 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

1.11 By signature hereon, Proposer represents and warrants that all products and services offered to TTUHSC EP in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

1.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time TTUHSC EP makes an award or enters into any contract or agreement with Proposer.

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)
APPENDIX C ADDENDA CHECKLIST

Proposal of: ________________________________
(Proposer Company Name)

To: Texas Tech University Health Sciences Center

RFP No.: 774-90560827

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1____ No. 2____ No. 3____ No. 4____ No. 5____

Respectfully submitted,

Proposer: _______________________

By: _______________________
(Authorized Signature for Bidder)

Name: _______________________

Title: _______________________

Date: _______________________

APPENDIX D HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN (HSP) POLICIES AND PROCEDURES

Information on TTUHSC EP Hub related policy and forms can be found at:

http://www.fiscal.TTUHSC EP.edu/purchasing/hub/
APPENDIX E TTUHSC EP VENDOR INFORMATION

For information on TTUHSC EP purchase processes, please consider visiting the following:

http://www.fiscal.ttuhsc.edu/purchasing/vendors.aspx

Campus maps are available at the following link:

http://www.ttuhsc.edu/Contacts/

HIPAA Business Associate Agreement (BAA):

http://elpaso.ttuhsc.edu/opp/_documents/52/op5213a.pdf
APPENDIX F CONFLICT OF INTEREST QUESTIONNAIRE

State Law requires that responses must include filing a Chapter 176 Conflict of Interest Disclosure. Offerors are REQUIRED to include a completed and signed Conflict of Interest Questionnaire with their proposal.
CONFLICT OF INTEREST QUESTIONNAIRE  
For vendor or other person doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.005(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.005, Local Government Code. An offense under this section is a Class C misdemeanor.

<table>
<thead>
<tr>
<th>Name of person who has a business relationship with local governmental entity.</th>
</tr>
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</table>

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<tr>
<th></th>
<th>Check this box if you are filing an update to a previously filed questionnaire.</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of local government officer with whom filer has employment or business relationship.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
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<tr>
<th>Name of Officer</th>
</tr>
</thead>
</table>

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

D. Describe each employment or business relationship with the local government officer named in this section.

<p>| | |</p>
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</table>

Signature of person doing business with the governmental entity ____________________________  Date ____________________________
APPENDIX G TEXAS ETHICS COMMISSION

FORM 1295 CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING APPLICATION (REQUIRED FROM THE AWARDED VENDOR)

The 1295 form should be submitted to the Ethics Commission on-line. A certificate number will be issued to your form and then it will route to our entity for acknowledgement.

Login Page:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Instructions on Logging in the First Time for a Business Entity:

https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html

How to create a certificate for a Business Entity:

https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html
APPENDIX H PURCHASE ORDER TERMS AND CONDITIONS
Texas Tech University Health Sciences Center El Paso
Purchase Order Terms and Conditions

“TTUHSC EP” shall mean Texas Tech University Health Sciences Center El Paso.

1. ACCEPTANCE OF PURCHASE ORDER: Acceptance of this Purchase Order is expressly limited to the terms and conditions herein contained on both sides hereof. None of the terms and conditions contained in this Purchase Order may be modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the TTUHSC EP and delivered by TTUHSC EP to Supplier, and each shipment received by TTUHSC EP from Supplier shall be deemed to be only upon the terms and conditions contained in this Purchase Order except as these may be added to, modified, superseded or otherwise altered by a written instrument signed by an authorized representative of TTUHSC EP and delivered by TTUHSC EP to Supplier, notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of Supplier and notwithstanding TTUHSC EP's act of accepting or paying for any shipment or similar act of TTUHSC EP. TTUHSC EP's failure to object to provisions contained in Supplier's documents shall not be deemed a waiver of the Purchase Order, the Terms and Conditions set forth herein and any exhibits (collectively also referred to as "Purchase Order") which shall constitute the entire agreement between the parties.

2. DELIVERY; SUBSTITUTIONS; INVOICES; SALES TAX: Supplier will keep TTUHSC EP advised at all times of the status of delivery or performance under this Purchase Order. If delay is foreseen, Supplier will give prompt written notice to TTUHSC EP. Upon notice, TTUHSC EP may extend the delivery date in its sole discretion. Supplier will only tender for acceptance those goods and services that conform to the requirements of this Purchase Order. Substitutions, cancellations and price changes will require prior written consent of TTUHSC EP Purchasing Department. TTUHSC EP will not be bound by any oral statement or representation contrary to the written Specifications of this Purchase Order. Default in promised delivery or failure to conform to the requirements of this Purchase Order authorizes TTUHSC EP to purchase goods or services elsewhere and charge to Supplier any excess cost of such repurchase. Supplier will show this Purchase Order number and complete "ship to" information, including attention line, on all packages, shipments, and invoices. Invoices must include Supplier’s Texas Vendor Identification Number and be addressed and mailed to:

Texas Tech University Health Sciences Center El Paso
Accounts Payable Department
5001 El Paso Drive
EL Paso, Texas 79905

TTUHSC EP, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the goods and services covered by this Purchase Order, in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code (“TAC”) Section 3.322.

3. TITLE AND RISK OF LOSS: Title to and risk of loss to any goods to be delivered under this Purchase Order will not pass to TTUHSC EP until TTUHSC EP actually receives and takes possession of such goods at the point of delivery.

4. WARRANTIES: In addition to all warranties established by law, Supplier hereby represents, covenants, certifies, warrants and agrees that:
   (a) Supplier will comply with all requirements of this Purchase Order.
   (b) If Supplier is a corporation, partnership, limited partnership, limited liability partnership, or limited liability company, it is duly organized, validly existing and in good standing under the laws of the state of its organization and is duly authorized and in good standing to conduct business in the State of Texas.
   (c) If Supplier is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), Supplier is not currently delinquent in the payment of any taxes due under Chapter 171, or Supplier is exempt from the payment of those taxes, or Supplier is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
(d) Pursuant to Section 403.055(h), *Texas Government Code*, any payments owing to Supplier under this Purchase Order may be applied to any debt or delinquent taxes that Supplier owes the State of Texas, until such debt or delinquent taxes are paid in full.

(e) In accordance with Sections 2155.004 and 2155.006, *Texas Government Code*, Supplier is not ineligible to receive the award of or payment under this Purchase Order and this Purchase Order may be terminated and payment withheld if these certifications are inaccurate.

(f) In accordance with Section 231.006, *Texas Family Code*, the individual or business entity named in this Purchase Order is not ineligible to receive the award of or payment under this Purchase Order and this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.

(g) All goods and services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or adopted by TTUHSC EP (collectively “Specifications”), and will be new, merchantable, fit for the purpose intended, of best quality and workmanship, covered by manufacturer’s warranty, and free from all defects. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from a Nationally Recognized Testing Laboratory (NRTL). TTUHSC EP will have the rights of inspection and approval and may reject and return goods or require reperformance of services at Supplier's expense if defective or not in compliance with TTUHSC EP's Specifications. Defects will not be deemed waived by TTUHSC EP's failure to notify Supplier upon receipt of goods or completion of services or by payment of invoice.

(h) No disclosure, description, or other communication of any sort will be made by Supplier to any third person of the fact of TTUHSC EP's purchase of goods or services under this Purchase Order, or of the details and characteristics of the goods or services, without TTUHSC EP's prior written consent. Anything furnished to Supplier by TTUHSC EP pursuant to this Purchase Order including samples, drawings, patterns, and materials will remain the property of TTUHSC EP, will be held at Supplier's risk, and will be returned to TTUHSC EP upon TTUHSC EP's request, and no disclosure or reproduction thereof in any form will be made without TTUHSC EP's prior written consent.

(i) Supplier is familiar with and is in full compliance with its obligations, if any, under all applicable federal, state and local, laws, regulations, and ordinances (collectively, “Applicable Laws”).

(j) All goods delivered or services provided pursuant to this Purchase Order will conform to standards established for such goods and services by all Applicable Laws, including those standards promulgated by the federal Occupational Safety and Health Administration (OSHA) and the Texas Hazard Communication Act, Chapter 502, *Texas Health and Safety Code* (“Texas Hazard Communication Act”).

(k) Supplier is familiar with and in full compliance with the Texas Hazard Communication Act and will provide either (1) a Material Safety Data Sheet (“MSDS”) for each product Supplier, its employees, agents or subcontractors brings on TTUHSC EP's premises, or (2) a statement of exemption if the product is not covered by the Texas Hazard Communication Act. For any chemicals purchased, mail Material Safety Data Sheet to:

Texas Tech University Health Sciences Center El Paso
Safety Services
5001 El Paso Drive
EL Paso, Texas 79905

Include an additional Material Safety Data Sheet with the shipment.

(l) Use or sale of any goods delivered under this Purchase Order, except (with respect to patents) goods produced to TTUHSC EP's detailed design, will not infringe any adverse valid patent, copyright, trademark or other intellectual property right.

(m) The price to be paid by TTUHSC EP will be that contained in Supplier's bid or proposal, which Supplier warrants to be no higher than Supplier's current prices on orders by others for goods or services of the kind covered by this Purchase Order for similar quantities to similar customers under similar conditions. In the event Supplier breaches its warranty, the prices will be reduced to Supplier's current prices on orders by others or, in the alternative, TTUHSC EP may cancel this Purchase Order without liability to Supplier.

(n) Supplier will make records of Supplier's costs, reimbursable expenses and payments pertaining to this Purchase Order available to TTUHSC EP or its authorized representative during business hours and retain those records for four (4) years after final payment or abandonment of the project, unless TTUHSC EP otherwise instructs Supplier in writing.

(o) If this Purchase Order requires Supplier’s presence on TTUHSC EP’s premises or in TTUHSC EP’s facilities, Supplier will cause its employees, representatives, agents, and subcontractors to become aware of, fully informed about, and in full compliance with all applicable TTUHSC EP rules and policies, including but not limited to those relative to personal health, security, environmental quality, safety, fire
Supplier represents and warrants that neither Supplier nor any party acting on behalf of Supplier has violated the antitrust laws of the United States or of the State of Texas. Supplier hereby assigns to TTUHSC EP any and all claims for overcharges associated with this Purchase Order which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., or of the State of Texas.

5. PAYMENT: TTUHSC EP will make payment for purchases made by TTUHSC EP departments under this Purchase Order in accordance with Chapter 2251 of the Texas Government Code. Notwithstanding any provision of this Purchase Order to the contrary, TTUHSC EP will not be obligated to make any payment to Supplier if Supplier is in default under this Purchase Order. No payment made by TTUHSC EP will (a) be construed to be final acceptance or approval of that Product or Services to which the payment relates, or (b) relieve Supplier of any of its duties or obligations under this Purchase Order. The acceptance of each payment by Supplier will constitute a waiver of all claims by Supplier except those previously made in writing and identified by Supplier as unsettled at the time of the invoice for that payment. TTUHSC EP will have the right to verify the details set forth in Supplier's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Supplier at mutually convenient times; (b) examining any reports with respect to the Project; (c) other reasonable action.

6. TRAVEL EXPENSES: In the event the Purchase Order requires TTUHSC EP to reimburse Supplier for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

7. ACCESS BY INDIVIDUALS WITH DISABILITIES: Supplier represents and warrants that the electronic and information resources (the “EIR Accessibility Warranty”) and all associated information, documentation, and support that it provides to TTUHSC EP under this Purchase Order (collectively, the “EIRs”) comply with the applicable requirements set forth in 1 TAC Chapter 213 and 1 TAC Section 206.70 (as authorized by Subchapter M, Chapter 2054, Texas Government Code.) To the extent Supplier becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Supplier represents and warrants that it will, at no cost to TTUHSC EP, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Supplier fails or is unable to do so, then TTUHSC EP may terminate this Purchase Order and Supplier will refund to TTUHSC EP all amounts TTUHSC EP has paid under this Purchase Order within thirty (30) days after the termination date.

8. ANTITRUST LAWS; CLAIMS FOR OVERCHARGES: Supplier warrants and represents that neither Supplier nor any party acting on behalf of Supplier has violated the antitrust laws of the United States or of the State of Texas. Supplier assigns to TTUHSC EP any and all claims for overcharges associated with this Purchase Order which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., or of the
9. INDEPENDENT SUPPLIER: Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting Parties. The sole interest and responsibility of the Parties is that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. No Party shall have the authority to represent or otherwise bind any other Party, nor shall any of the Parties’ respective agents, employees or representatives be construed to be the agent, employee or representative of another Party. Supplier is solely responsibility for all persons employed in connection therewith, including exclusive liability for the payment of all federal, state, and local unemployment and disability insurance premiums and fees and all social security and other taxes and contributions payable in respect of such persons, from and against which liability Supplier agrees to indemnify, exonerate and hold harmless TTUHSC EP.

10. USE OF NAME: Nothing in this Purchase Order constitutes a license to use the name or indicia of TTUHSC EP. Any use of the TTUHSC EP name or indicia requires the express prior written permission of TTUHSC EP.

11. INDEMNITY: SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS TEXAS TECH UNIVERSITY SYSTEM, TTUHSC EP, AND ITS REGENTS, OFFICERS, DIRECTORS, EMPLOYEES, AUTHORIZED REPRESENTATIVES AND AGENTS (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM SUPPLIER’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF SUPPLIER , ANYONE DIRECTLY EMPLOYED BY SUPPLIER OR ANYONE FOR WHOSE ACTS SUPPLIER MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. IN ADDITION, SUPPLIER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS PURCHASE ORDER OR THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER.

12. INSURANCE: If this Purchase Order requires the presence on TTUHSC EP’s premises of Supplier’s employees, agents, suppliers or subcontractors (if any), Supplier agrees to maintain and to cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverages for at least the specified limits:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per accident and employee</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>($including contractual liability)</td>
</tr>
<tr>
<td>Product/Completed Ops</td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>Auto Liability</td>
<td>$1,000,000 combined single limit</td>
</tr>
</tbody>
</table>
All policies (except Workers’ Compensation) will name the Texas Tech University System Board of Regents ("TTUS Board"), TTUHSC EP, and its officers and employees as Additional Insured. A Waiver of Subrogation in favor of TTUHSC EP and the TTUS Board and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to TTUHSC EP prior to commencement of any services under this Purchase Order.

13. CHOICE OF LAW; VENUE: This Purchase Order and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Venue shall be in the state or federal courts of El Paso County, Texas.

14. ASSIGNMENT AND DELEGATION: Supplier may not assign any of its rights or delegate any of its obligations under this Purchase Order without TTUHSC EP’s prior written consent. Any assignment or delegation attempted by Supplier in violation of this clause will be void and ineffective for all purposes.

15. ENTIRE PURCHASE ORDER; MODIFICATIONS: Except as provided below, this Purchase Order supersedes all prior agreements, written or oral, between Supplier and TTUHSC EP and will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Purchase Order and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except in writing. Terms and conditions of any contract or agreement issued by TTUHSC EP’s authorized representative(s) in addition to this Purchase Order shall apply to the extent that these supplement the provisions of this Purchase Order. In the event there is a conflict between the documents constituting the agreements between the parties, the documents and provisions shall prevail in the following order:(a) any contract or agreement issued by TTUHSC EP’s authorized representative(s), (b) exhibits of this Purchase Order, and (c) these Terms and Conditions of this Purchase Order.

16. CONTRACT DISPUTE RESOLUTION: Supplier shall use Texas Government Code, Chapter 2260’s dispute resolution process to attempt to resolve any claim for breach of contract arising under this Agreement that is not resolved in the ordinary course of business. Chapter 2260 requires Supplier to initiate the process by providing written notice of a claim and negotiating with TTUHSC EP, conditions precedent to the contested case process. Governed by rules adopted by the Texas Attorney General’s Office, the contested case process is Supplier’s sole and exclusive method to seek a remedy for breach, unless, after considering the Administrative Law Judge’s report, the Legislature gives consent for Supplier to sue under Chapter 107 of the Civil Practices and Remedies Code. An event or claim for breach of contract is not grounds for Supplier to suspend performance under this Agreement.

TTUHSC EP DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OF OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT, AND THE DISPUTE RESOLUTION PROCESS DOES NOT AFFECT TTUHSC EP’S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN A LAWSUIT.

17. SUBCONTRACTING: If authorized, Supplier will use good faith efforts to subcontract the goods or services performed under this Purchase Order in accordance with the Supplier’s Historically Underutilized Business (“HUB”) Subcontracting Plan (“HSP”) submitted in connection with this Purchase Order, if any. Except as specifically provided in the HSP, Supplier will not subcontract any of its duties or obligations under this Purchase Order, in whole or in part. This Purchase Order is subject to 34 TAC Section 20.14, HUB Programs. Supplier will comply with all of its duties and obligations under 34 TAC Section 20.14. In addition to other rights and remedies, TTUHSC EP may exercise all rights and remedies authorized by 34 TAC Section 20.14.

18. LOSS OF FUNDING: Performance by TTUHSC EP under this Purchase Order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the TTUS Board. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TTUHSC EP will issue written notice to Supplier and TTUHSC EP may terminate this Purchase Order without further duty or obligation hereunder. Supplier acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TTUHSC EP.

19. STATE AUDITOR'S OFFICE: Supplier understands that acceptance of funds under this Purchase Order constitutes acceptance of the authority of the Texas State Auditor's Office, Texas Tech University System Office of Audit Services, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in
connection with those funds. Supplier agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Supplier will include this provision in all contracts with subcontractors.

20. LIMITATIONS: The Parties acknowledge that TTUHSC EP is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as granted to it under the Constitution and laws of the State of Texas. Notwithstanding any provision of this Purchase Order, nothing in this Purchase Order is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Notwithstanding the generality or specificity of any provision of this Purchase Order (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representations or warranties), the provisions of this Purchase Order, as those provisions pertain to TTUHSC EP, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. TTUHSC EP will not be required to perform or refrain from performing any act that would violate the laws or Constitution of the State of Texas.

21. ETHICS MATTERS; NO FINANCIAL INTEREST: TTUHSC EP is an entity subject to the Deficit Reduction Act of 2005 and is required to establish and disseminate policies to be adopted by its Suppliers and agents. Accordingly, Supplier agrees that it will comply with federal, state or local laws or regulations applicable to Supplier’s performance under the Purchase Order. Supplier further agrees that it will comply with applicable TTUHSC EP Operating Policies and Procedures located at http://www.TTUHSC EP.edu/HSC/OP, including, but not limited to HSC OP 52.06, Standards of Conduct and Ethics Guide, HSC OP 52.03, Compliance Hotline, and HSC OP 52.04, Reporting Violations and Non-Retaliation Policy, as well as all relevant published TTUHSC EP compliance programs, which are available on its website: http://www.TTUHSC EP.edu/compliance. If Supplier performs coding/billing services or provides health care items or services on behalf of TTUHSC EP, upon request from TTUHSC EP, Supplier agrees to participate in TTUHSC EP’s billing compliance and HIPAA privacy training sessions.

22. NOTICES: Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Purchase Order to TTUHSC EP will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

Annette A. Hinojos  
Senior Director of Purchasing  
Purchasing Department  
5001 El Paso Drive  
El Paso, Texas 79905  
Fax: 915-215-8813  
annette.a.hinojos@ttuhsc.edu

or such other person or address as may be given in writing by TTUHSC EP to Supplier.

23. UNDOCUMENTED WORKERS: The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service have established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Supplier is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Supplier employs unauthorized workers during performance of this Purchase Order in violation of the Immigration Act
then, in addition to other remedies or penalties prescribed by law, TTUHSC EP may terminate this Purchase Order. Supplier represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

24. STATE OF TEXAS COMPUTER EQUIPMENT RECYCLING PROGRAM CERTIFICATION: Pursuant to Section 361.965, Texas Health and Safety Code, Supplier certifies that it is full compliance with the State of Texas Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Subchapter Y, Chapter 361, Texas Health and Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328. Supplier acknowledges that this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.

25. RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS: Each individual who is assigned to perform services under this Purchase Order will be an employee of Supplier or an employee of a subcontractor engaged by Supplier. Supplier is responsible for the performance of all individuals performing services under this Purchase Order. Prior to commencing services, Supplier will provide TTUHSC EP with a list ("List") of all individuals who may be assigned to perform services, and have an appropriate criminal background screening performed on all the individuals. Supplier will determine on a case-by-case basis whether each individual assigned to perform services is qualified to provide the services. Supplier will not knowingly assign any individual to provide services on TTUHSC EP’s campus who has a history of criminal conduct unacceptable for a TTUHSC EP campus or healthcare center, including violent or sexual offenses. Supplier will update the List each time there is a change in the individuals assigned to perform services. Prior to commencing performance of services under this Purchase Order, Supplier will provide TTUHSC EP a letter signed by an authorized representative of Supplier certifying compliance with this Section. Supplier will provide TTUHSC EP an updated certification letter each time there is a change in the individuals assigned to perform services.

26. FORCE MAJEURE: “Event of Force Majeure” means an event beyond the control of Contractor or University which prevents or makes a party’s compliance with any of its obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Contract but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Contract only so far as reasonably practicable.

27. TERMINATION: (a) Upon written notice to Supplier, TTUHSC EP may terminate this Purchase Order, in whole or in part, without cause. If TTUHSC EP terminates without cause, TTUHSC EP will pay Supplier all reasonable costs incurred up to the date of termination. Under no circumstance will TTUHSC EP pay Supplier for anticipatory or lost profits. (b) In the event of a material failure by Supplier to perform in accordance with the terms of this Purchase Order ("default"), TTUHSC EP may terminate this Purchase Order upon ten (10) calendar days’ written notice of termination setting forth the nature of the default; provided that, the default is through no fault of TTUHSC EP. Termination will not be effective if the default is fully cured by Supplier prior to the end of the ten-day period.

28. NO BOYCOTT: If this [Contract] has a value of $100,000 or more that is to be paid wholly or partly from public funds of [TTUHSCEPs], and if [Contractor] is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code § 2271.002, [Contractor] affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this [Contract]. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Texas Government Code § 808.001.
29. HIPAA COMPLIANCE: It is the intent of the Parties to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996, now codified at Title XI, Part C of the Social Security Act and as it may be amended and all regulations promulgated thereunder (“HIPAA”), as these may change from time to time. Supplier shall not, and shall require that its employees and agents, shall not, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by TTUHSC EP in writing, any individually identifiable patient or medical record information regarding TTUHSC EP patients, and the Supplier shall comply, and shall ensure that each of its employees and agents providing Services under this Agreement complies, with all federal and state laws and regulations, and all HIPAA rules, regulations and policies of TTUHSC EP regarding the confidentiality of such information. If required, Supplier agrees to execute TTUHSC EP’s business associate agreement.

30. EXCLUSION: Supplier represents and warrants that neither Supplier or any employees or agents who provide items or Services under this Agreement are excluded, suspended or debarred from participation in any federal or state health care program or federally funded contracts. TTUHSC EP may conduct searches of Supplier’s name against various federal and state sanction and exclusion databases, including, but not limited to the HHS OIG List of Excluded Individuals/Entities (LEIE), the federal System for Award Management (SAM) and the Texas HHSC Exclusion List. Supplier agrees to immediately inform TTUHSC EP as soon as it is aware that it or any of its employees, agents or Suppliers providing items or services under the Agreement are subject to the imposition of any such sanctions or exclusion. This Agreement shall be subject to immediate termination by TTUHSC EP in the event Supplier, or any of its employees, agents or Suppliers, is listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion.

31. FEDERAL FUNDS
31.1 The federal government provides support for projects under which TTUHSC EP purchases goods and/or services through one of three means: (a) through federal government procurement “contracts” subject to the Federal Acquisition Regulation (FAR), (b) through federal “grants” subject to OMB Circular A-110 which is superseded by 2 CFR 200 effective 12/26/2014 and (c) through “cooperative agreements,” which may include items from the FAR or from OMB Circular A-110, 2 CFR 200 or any combination of these regulations. TTUHSC EP shall require Supplier to comply with all applicable federal regulations relating to the use of federal funds. The clauses listed below apply to the purchase of any goods and services by TTUHSC EP using Federal funds. If Supplier is not otherwise aware of whether the funds are Federal funds, the Supplier shall inquire TTUHSC EP. In addition, Supplier agrees to flow down all applicable regulations to lower-tier sub Suppliers.

31.1.1 Prohibition of non-Segregated Facilities FAR 52.222.21
31.1.2 Equal Employment Opportunity FAR 52.222.26 and Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
31.1.3 Cost Principle for Contractors or Contractors (for construction and repair)18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
31.1.4 Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
31.1.5 Anti-kickback procedures FAR 52.203-7
31.1.6 Restrictions on Sub Supplier Sales to the Government FAR 52-203.6
31.1.7 Contract Work Hours and Safety Standards Act FAR 522.222.4
31.1.8 Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
31.1.9 Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
31.1.10 Preference for US Flag Carriers FAR 52.247-63
31.1.11 Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
31.1.12 Filing of Patent Applications FAR 52.227-10
31.1.13 Patents Rights – Retention by the Supplier Short and Long Forms FAR 52.227-11, FAR 52.227.12 and FAR 52.227.13 Validation of Restrictive Markings on Technical Data SFAR 252.227-7037
31.1.14 Buy American Act – Supplies FAR 52.225-1

31.2 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $2,500
31.2.1 Affirmative Action for Workers with Disabilities - 52.222-36 and Executive Order 11758
31.2.2 Occupational Safety and Health 29 USC 651
31.2.3 Service Contracts Act
31.2.4 Contract Work Hours and Safety Standards Act 40 USC 327-333

31.3 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $10,000
31.3.1 Examination of Records by Comptroller General (if document was entered by negotiation FAR 52.215-1)
31.3.2 Audit Negotiations (if document was entered by negotiation) FAR 52.215.2
31.3.3 Walsh-Healy Public Contracts Act FAR 52.222.20
31.3.4 Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
31.3.5 Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37

31.4 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $25,000
31.4.1 Restrictions on Certain Foreign Purchases FAR 52.225-13
31.4.2 Responsibility for Supplies FAR 52.246-16
31.4.3 Debarment and Suspension. Executive Orders 12549 and 12689, FAR 52.209.5

31.5 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $100,000
31.5.1 Clean Air Act – 42 USC 7401, et. seq and Executive Order 11738
31.5.2 Federal Water Pollution Control Act 33 USC 1251, et seq
31.5.3 Byrd Anti-Lobbying Amendment - 31 USC 1352
31.5.4 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions FAR 52.203-11
31.5.5 Limitations on Payments to Influence Certain Federal Transactions FAR 52.203-12
31.5.6 Audit and Records – Negotiation (Applies only if this was entered into by negotiation) FAR 52.215-2
31.5.7 Utilization of Small Business Concerns FAR 52.219-8
31.5.8 Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
31.5.9 Authorization and Consent Patents and Copyrights 52.227-1
31.5.10 Sub Supplier Cost or Pricing Data Modifications FAR 52.215-(10-13)

31.6 FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $500,000
31.6.1 Small Business Subcontracting Plan FAR 52.219-9

31.7 AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING. This Purchase Order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products). Suppliers may contact the Purchaser if they have questions about the funding provided on the Purchase Order.

31.8 VIETNAM-ERA VETERANS’ READJUSTMENT ACT OF 1974, AS AMENDED (VERAA), (38 U.S.C. 4212). The Supplier and its sub Suppliers shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Suppliers and sub Suppliers to employ and advance in employment qualified protected veterans.

32. HUMAN TRAFFICKING: Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.