

**DIVISION OF FINANCE & BUSINESS SERVICES**  
**Procurement Services**



## **REQUEST FOR QUALIFICATIONS**

### **Pool of Vendors for Texas A&M School of Nursing Forensic Nurse Coaches TAMHSC-RFQ-24-0591**

**PROPOSAL MUST BE RECEIVED ON OR BEFORE:**

**2:00 p.m. CDT on Monday, June 10, 2024**

Proposal response must be received by Texas A&M University, Procurement Services before the date and time specified for receipt of proposal as stated within Submittal Instruction referenced in Section 3.2 of this RFQ. After the due date and time, only the names of respondents will be made public.

All proposals shall become the property of Texas A&M University and the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 14.6 of Standard Terms and Conditions <https://purchasing.tamu.edu/media/TAMU.BID.TERMS.WEB.20230425.pdf>, for more information regarding confidential and proprietary information.

#### **REFER INQUIRIES TO:**

Susan King  
Buyer III  
Texas A&M University  
Procurement Services  
Sa-king@tamu.edu

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## SECTION 1 INTRODUCTION

### 1.1 Introduction

Texas A&M University School of Nursing is seeking proposals from interested respondents to establish a Pool of Vendors for Forensic Nursing for the Center of Excellence in Forensic Nursing to assist with multiple projects such as experiential learning simulations trainings, teach forensic nursing education courses, and other consultations

By submitting responses, each respondent certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFQ will be the sole responsibility of the Respondent.

**RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

### 1.2 Brief History and Background

#### Texas A&M

Established in 1876, Texas A&M has since grown to become a world leader in teaching, research, and service, with an international reputation for excellence in both academics and athletics. With an enrollment of more than 70,000+ students at the main campus in College Station, Texas A&M is the fourth largest among U.S. universities and graduates more than 17,000 students each year. More than half of the university's 400,000 alumni, known as "former students," have graduated since 1999, reflecting Texas A&M's mercurial growth.

Established in 2008 and a member of the Texas A&M Health Science Center, the School of Nursing is committed to addressing the critical nursing shortage across Texas and strives to produce the most prepared nurses and the most advanced nursing research. We are devoted to creating and implementing the most effective educational experience with cutting-edge classroom technologies and simulated experiences that include standardized patients and virtual clinical learning activities.

As leaders, our graduates are taught to question traditional methods and to continually seek the best practices based on relevant clinical research. Through community service and leadership opportunities, the School of Nursing fosters a sense of social responsibility and global citizenship. We are developing research innovations to enhance the education and preparation of nurses, improving the delivery of patient care across an eclectic array of populations, and translating research evidence into practice.

The Forensic Health Care Program is located within the School of Nursing in Bryan, Texas. Faculty are experienced forensic nurses, practicing in multiple Forensic Nursing sub-specialty roles. The Forensic Program has three focus areas: Academics, Research, and Outreach. The academic focus includes a Master's in Nursing degree with an emphasis in Forensic Nursing. A certificate program in Forensic Health Care is also available to those who already have earned an MSN. The research effort is ongoing with new knowledge development that will affect clinical practice and influence patient outcomes. The outreach section concentrates on delivering continuing education programs to nurses throughout Texas, including webinars, training courses, and simulation activities. Program faculty also provide consultation to agencies, health care facilities and others who require forensic nursing expertise.

### 1.3 Schedule of Events

The review and approval of RFQs is a multi-step process that requires variable amounts of time.

**Responders are advised that the projected "Formal Execution of Agreement" date as listed in the "Tentative Timetable" may require extension.**

#### **Tentative Timetable**

Deadline for Questions .....	May 30, 2024 @ 10:00 a.m. CDT
Posting mailing Addendum and Response to Inquiries.....	June 3, 2024 @ 5:00 p.m. CDT
<b>Deadline for Receipt of Proposal.....</b>	<b>June 10, 2024 @ 2:00 p.m. CDT</b>
Evaluation of Proposals Completed .....	July 2024
Award .....	August 2024
Formal Execution of Agreement (Projected) .....	August 15, 2024

**1.4 Scope of Work**

Vendor shall offer/propose to provide the necessary services as requested for Forensic Nursing/SANE Experts for Texas A&M University School of Nursing Center of Excellence in Forensic Nursing. Areas of responsibilities, requirements and specifications are listed below:

Vendors shall be responsible for providing a variety of specialized consultations on one or more of the following forensic nursing projects to increase the number of Registered Nurses, Advance Practice Registered Nurses, and Forensic Nurses, provide overall expertise and guidance to continuing education learners regarding forensic nursing practice, and other consultations on general forensic nursing topics.

**1.5 Award**

Any agreements resulting from this RFQ will be for a pool of vendors for Forensic Nursing for the Center of Excellence in Forensic Nursing at Texas A&M Health.

**1.6 Contract Term**

The intent of the Agreement is to be in effect for a period of up to five (5) years, with terms, conditions, and qualifications to be reviewed and negotiated annually and agreed upon by both parties. Respondents are expected to provide ideal terms and conditions.

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**SECTION 2  
REQUIREMENTS****2.1 Technical Proposal****2.1.1 Vendor Capabilities**

- Vendor credentials should include Sexual Assault Nurse Examiner-Adult/Adolescent (SANE-A) and/or Sexual Assault Nurse Examiner-Pediatric/Adolescent (SANE-P) or Combination Adult/Adolescent and Pediatric/Adolescent from the International Forensic Association of Nurses (IAFN) and/or Texas OAG Credentials: Certified Adult Sexual Assault Nurse Examiner (CA-SANE) or Certified Pediatric Sexual Assault Nurse Examiner (CP-SANE) or a combination Certified Adult/Certified Pediatric Sexual Assault Nurse Examiner (CA-CP SANE). Other acceptable credentials: Generalist Forensic Nurse-Certified (GFN-C), Advanced Forensic Nurse-Certified (AFN-C), and Interpersonal Violence Strangulation Evaluation-Certified (IVSE-C)
- Licensed as a Registered Nurse and/or compact license (ability to obtain a compact license or licensure in Texas).
- Vendors must have a minimum of three (3) years of forensic nursing/ SANE experience.
- Vendors shall be responsible for one or more of the following:
  - Forensic Nursing Coach:
    - Observing simulated examinations and providing feedback to participants regarding their interaction and examination techniques with each simulated patient.
    - Assisting with delivering Forensic Nursing education.
    - Providing consultation on Forensic Nursing practice, evidence collection, documentation techniques, and/or other programmatic areas.
    - Providing Center faculty/staff feedback related to the experiential learning courses.
- Consultants will do one or more of the following:
  - Assist with experiential learning simulations.
  - Assist with providing Forensic Nursing/SANE education courses.
  - Provide overall forensic expertise and guidance in sexual assault forensic evidence-collection, forensic health care, or any other Forensic Nursing/ SANE related topics.
  - Use appropriate guidelines and standards in the development of educational offerings and to aid in consultations.
- Consultants will provide the following for consideration for membership in the Forensic Nursing expert pool:
  - Current curriculum vitae.
  - Summary of experience.
  - Proof of malpractice/liability insurance.
  - Fee schedule consisting of the following:

**Forensic Nurse Coach**

- \* Daily and hourly consultation rate for presentation of educational offerings.
- Hourly rate for general consultation.
- Meals are paid at the state rate.
- Hotels are paid at the state rate.
- Mileage is paid at the state rate.
- Airfare is paid at the economy rate.

**2.1.2 Acceptability of Quality**

TAMU will be the sole judge of acceptable service. If work falls below an acceptable standard, vendor will be notified and given an opportunity to correct problems. Failure to do so may result in cancellation.

**2.2 References**

Proposals shall include a list of three (3) clients of services comparable in type and scope of service in this solicitation in the last five (5) years. Clients of higher education institutions are preferred. The list shall include company name, point of contact, telephone number and email address. Texas A&M University reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer's performance history. A negative reference may be grounds for disqualification

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**SECTION 3**  
**EVALUATION CRITERIA FOR AWARD****EVALUATION CRITERIA FOR AWARD****3.1 Evaluation Information**

Texas A&M University will utilize an evaluation team for the evaluation of this RFQ. Texas A&M University will evaluate and make the award on the proposal that is determined to be the “Best Value” (Section 4.2) to the State based on, but not limited to the criteria listed here-in.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFQ, Texas A&M alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

By submitting a proposal, Respondent acknowledges and accepts [a] the evaluation process, [b] the evaluation factors, [c] the scope of this engagement (**Section 1**), [d] the terms and conditions of the Agreement (**Section 5**), [e] all other requirements and specifications set forth in this RFQ, and [e] that some subjective judgments must be made by the University during this RFQ process.

Should Texas A&M be unable to agree on final Agreement terms and conditions with the highest ranked proposer, a Texas A&M representative(s) will then negotiate with the second-ranked proposer or reissue the same or modified version of this RFQ.

**Texas A&M University reserves the right to reject any and all proposals.**

**3.2 Demonstration/Presentation**

During evaluation, Texas A&M may request an on-site demonstration/presentation of proposer(s). The team may consider the demonstration/presentation in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

**3.3 Evaluation Criteria and Weights**

Each proposal shall be evaluated on the ability to meet the university’s minimum requirements in Section 2 and to provide the best value to the University. Proposal shall be evaluated by assigning points to each of the items below. The maximum number of points that can be assigned to each item being evaluated are as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Three or more years practicing as a forensic nurse (in the role of SANE and/or as generalist forensic nurse)	20
Holds certifications in the area of practice (Section 2.1.1)	20
Experience in delivering feedback during simulation events to learners	15
Licensed as a RN in Texas or holds a compact license	15
Able to travel to locations around Texas (i.e.: Round Rock, McAllen, etc.)	10
Articulates competence and qualifications in their current role	20
<b>TOTAL POINTS</b>	<b>100</b>

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## SECTION 4 GENERAL INFORMATION

### 3.1 Submittal Instructions

3.2.1 Proposals including Execution of Offer (Section 6) must be signed by Respondent's company official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification.

3.2.2 Complete proposals may be submitted either USPS, express mail or electronically utilizing the following electronic options. **Electronic submittals are preferred.** Electronic signatures are acceptable.

Option 1 AggieBid (<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>) – One (1) electronic copy submitted via our electronic bid system. Respondents are required to register as a vendor within system. If you need assistance with vendor registration, please reach out to Jaggaer Supplier Support or call 800.233.1121.

Option 2 Email - One (1) Electronic Copy submitted via email to [tamuaggiebid@tamu.edu](mailto:tamuaggiebid@tamu.edu) with the subject line "TAMHSC-RFQ-24-0591 SAK "

All electronic copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF.

3.2.3 An unreadable electronic copy due to incorrect format may reflect negatively on your proposal.

**Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances. Texas A&M shall not be responsible for failure of electronic equipment or operator error.**

### 3.2 Question and Answer Period

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFQ to the TAMU Procurement Contract provided on cover page. **Deadline for questions is 10:00 a.m. CDT, Thursday, May 30, 2024.**

All questions and answers will be posted to the AggieBid site no later than the date specified within the Schedule of Events (Section 1.3).

### 3.3 Inquiries and Interpretations

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

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

### 3.4 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESD for any possible addenda to this project. The RF is inclusive of all addenda issued.

<http://www.txsmartbuy.com/sp>

### 3.5 Proposal Components

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

- ✓ Signed Execution of Offer (See Section 6)
- ✓ References (See Section 2)
- ✓ Technical Proposal, Licenses, Certifications, etc.(See Section 2)
- ✓ Any Addendums, if applicable

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## SECTION 5

### TERMS AND CONDITIONS

#### 5.1 Terms and Conditions

Texas A&M University's Standard Terms and Conditions, <https://purchasing.tamu.edu/media/TAMU.BID.TERMS.WEB.20230425.pdf>, as well as any additional terms and conditions provided here-in, in all aspects govern and control any Agreement issued as a result of this solicitation.

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

#### 5.2 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Qualifications.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

**In accordance with Texas Education Code 51.9335, Texas A&M University shall make the award based on, but not limited to, the following best value criteria: The reputation of the vendor and of the vendor's goods or services; The quality of the vendor's goods or services; The extent to which the goods or services meet the institution's needs; The vendor's past relationship with the institution; The impact on the ability of the institution 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 the institution of acquiring the vendor's goods or services; Any other relevant factor that a private business entity would consider in selecting a vendor; and The use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for qualifications for use of the unique material specified. Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: past experience, references, and proposal. Texas A&M's decision is final.**

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

#### 5.1 Final Review and Approval

Failure to comply with the requirements contained in this Request for Qualifications may result in the rejection of the proposal.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

#### 5.2 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFQ shall mean Request for Qualifications

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFQ.

Vendor shall mean the individual, partnership, corporation, or other entity awarded an agreement for labor or for equipment & supplies under this RFQ in accordance with the terms, conditions, and requirements herein.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide products/services as requested to Texas A&M in College Station, Texas.



**5.3 Default**

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

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

**5.4 Termination****5.6.1 For Convenience:**

The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (30) days written notice of such termination to the seller.

5.6.2 In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

5.6.3 Texas A&M reserves the right to immediate cancellation, without penalty, due to non-performance

**5.7 Publicity**

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

**5.8 Non-Waiver of Defaults**

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

**5.9 Billing Resolutions**

In the case of a problem on a disputed invoice or charge, the Respondent will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to Texas A&M within 5 business days of request. All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated.

**5.11 Insurance Requirements**

5.11.1 The successful vendor will be required per the indicated requirements (Appendix A) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The vendor will be held strictly liable for any damages to Texas A&M University property occurring during any installation.

5.11.2 Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty-day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this Request for Qualifications is completed and accepted by Texas A&M University.

5.11.3 Certificates of Insurance must be delivered or mailed to:

Texas A&M University  
Procurement Services  
**Attn: Susan King**  
P.O. Box 30013  
College Station, TX 77842-3013.

## SECTION 6

**EXECUTION OF OFFER**

In compliance with this RFQ, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services offered.

**6.1 Respondent Affirmation**

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contract(s), and the proposer may be removed from all proposal lists. By signature hereon affixed, Respondent hereby certifies and agrees to that the referenced Texas A&M University Standard Terms and Conditions [https://purchasing.tamu.edu/\\_media/TAMU.BID.TERMS.WEB.20230425.pdf](https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20230425.pdf) as well as any and all terms and conditions referenced herein, in all aspects govern and control.

**6.2 Company Profile**

The Respondent recognizes that in selecting a supplier, Texas A&M will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

- a. Number of Years in Business: \_\_\_\_\_
- Type of Operation: Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Government \_\_\_\_\_
- Number of Employees: \_\_\_\_\_ (company wide)  
Number of Employees: \_\_\_\_\_ (servicing location)
- Annual Sales Volume: \_\_\_\_\_ (company wide)  
Annual Sales Volume: \_\_\_\_\_ (servicing location)
- b. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Texas A&M.
- c. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

**6.3 Signature**

Respondent shall provide their Federal Employer Identification Number (EIN), full vendor name, address and contact information in the spaces below. The person signing the proposal response shall show title and/or authority to bind his/her firm in contract. Failure to sign manually or with electronic signature will disqualify the proposal response.

Federal EIN/Taxpayer ID#: \_\_\_\_\_

Respondent Company Name: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

Name (Typed/Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

[Vendor] shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to [Vendor] under this Agreement. [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. [Vendor] is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

### **Insurance:**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
<b>A. <u>Worker's Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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

**Qualified Independent Contractor will be required to sign Texas A&M University  
"Hold Harmless Agreement" (attached) in lieu of obtaining Worker's Compensation.**

### **B. Automobile Liability**

Texas Statutory Limits  
(The minimum coverage in Texas is 30/60/25, which means \$30,000 per injured person, \$60,000 per accident, and \$25,000 to cover third-party property damage ).

### **C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$3,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

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

**This requirement can be omitted for Independent Contractors ONLY**

- D. **Professional Liability (Medical Malpractice)** Insurance with limits of not less than \$1,000,000 per claim, and \$3,000,000 per policy period . Such insurance will cover all professional services rendered by or on behalf of [Vendor] and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, [Vendor] agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement

#### **Additional Endorsements**

The Auto and Commercial General Liability Policies shall name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by [Vendor].

Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University.

No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

- E. [Vendor] will deliver to Texas A&M University evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by [Vendor] under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by [Vendor] under this Agreement. [Vendor] is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.