



## THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

**REQUEST FOR PROPOSAL**  
**RFP Number: RFP01-CHAN-23-138**  
**The Texas A&M University System**  
**Facilities and Other Services**  
**Brazos County**

**PROPOSAL MUST BE RECEIVED BEFORE:**  
**2:00 P.M. Central Time (CST) on February 15, 2023**

**EMAIL RFP RESPONSES TO:**  
**[SOPROUREMENT@TAMUS.EDU](mailto:SOPROUREMENT@TAMUS.EDU)**  
**SUBJECT LINE: RFP01 CHAN-23-138**

**NOTE:** Proposal response must be received by The Texas A&M University System Office of Procurement and HUB Program before the date and time specified for receipt of proposal as stated within Section 2.3 of this RFP. After the due date and time, only the names of respondents will be made public.

**REFER INQUIRIES TO:**

Jeff Zimmermann, Executive Director  
Procurement and Business Services | HUB Program  
The Texas A&M University System  
[soprocurement@tamus.edu](mailto:soprocurement@tamus.edu)

All proposals shall become the property of The Texas A&M University System and the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 5.15 for more information regarding public information.

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## SECTION 1 – INTRODUCTION

### 1.1 **Introduction**

The Texas A&M University System (“A&M System”) is soliciting proposals for selection of a single firm (also referred to as “Provider” or “Respondent”) to provide services to include building maintenance, construction management, custodial, and landscape services (collectively referred to as “Facilities Services”) for all A&M System property and facilities located within Brazos County. Facilities Services are further defined in Section 3 – Scope of Services.

Proposals shall be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

### 1.2 **Background**

#### **The Texas A&M University System**

The A&M System is one of the largest systems of higher education in the nation, with a budget of \$7.2 billion. Through a statewide network of eleven universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus, the A&M System educates more than 152,000 students and makes more than 24 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceed \$1 billion and help drive the state’s economy. More information about The Texas A&M University System and all of its Members can be found at the A&M System [About](https://www.tamus.edu/system/about/) page (<https://www.tamus.edu/system/about/>).

#### **Facilities Services – Brazos County**

Currently, Facilities Services are provided by SSC Service Solutions awarded through a competitive solicitation process in 2012. The current agreement expires August 2, 2024 and the A&M System is re-soliciting these services for an anticipated term to begin on or around August 1, 2024. Locations included are for Texas A&M University, the RELLIS Campus, and agencies of the A&M System with facilities in Brazos County.

#### **Additional Members**

Universities and agencies within the A&M System (collectively referred to as “Members”) located outside of Brazos County negotiated separate agreements specific to their institution/agency as a result of the agreement executed by the A&M System in 2012.

### 1.3 **Purpose**

The intent of this RFP is to allow all interested firms to provide a sufficient amount of information that will enable the A&M System to determine which Respondent is in fact best able to meet the criteria which are to be considered in the award of the Provider for Facilities Services within Brazos County.

All other A&M System universities and agencies have the option to utilize the firm awarded as a result of this RFP. Each Member choosing to utilize the awarded firm will negotiate a separate agreement with this same Provider.

This RFP incorporates a two-step selection process for award of the Facilities Services described herein. The A&M System may select one or more Respondents deemed as finalists for inclusion in the second step based on the initial review and evaluation of the proposal responses.

In the second step of the process, the finalists shall be required to provide additional information. The request for additional information may include a response to questions for each Respondent selected in this second step, further pricing information, interviews, a best and final offer, and any other information deemed necessary by the A&M System. At the conclusion of the second step, the A&M System will rank the Respondents in the order that they provide the “best value” for the A&M System based on all information received.

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope and nature of the opportunity described herein. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

Respondent is to independently investigate and verify, at its own discretion, all information acquired from the A&M System, Texas A&M University or from any other source which is relied on by Respondent in the preparation of its proposal.

**1.4 Performance Period**

Should A&M System, in its sole discretion, enter into an Agreement with the successful Respondent as a result of this RFP, the Agreement shall be effective upon final execution for a period of ten (10) years with service to begin no later than August 1, 2024. The initial term shall end on July 31, 2034 unless stated otherwise in the Agreement. The Agreement may be extended for up to one additional two-year term, providing all parties mutually agree in writing on the extension. Any extension shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the successful Respondent.

**1.5 Pre-Proposal Conference**

There is a pre-proposal conference scheduled for Wednesday, January 11, 2023 at 10:00 a.m. Attendance is NOT mandatory at this conference although highly encouraged. The location for the pre-proposal conference is as follows:

Texas A&M University System  
 Moore-Connally Building  
 301 Tarrow Street, Room 122  
 College Station, TX 77840

Campus Tour: A tour of select facilities within Brazos County will also be offered for those attendees interested. The tour will begin immediately following the conference.

**1.6 Calendar Of Events**

Release of RFP ..... December 13, 2022  
 Pre-Proposal Conference..... 10:00 am CST on January 11, 2023  
 Brazos County Site Visits ..... Immediately Following Pre-Proposal Conference  
 Deadline for Receiving Proposals ..... 2:00 pm CST on February 15, 2023  
 Site Visits by Subcommittee (if needed) ..... Late February/March 2023  
 Selection of Ranked Finalists – End of 1<sup>st</sup> Step ..... March 28, 2023  
 Brazos County Site Visits/Stakeholder Subcommittee Meeting ..... April 2023  
 Request for Additional Information (A&M System’s Option) ..... April/May 2023  
 Discussion/Clarifications Regarding Scope (if needed) ..... April/May 2023

Finalist(s) Interview and Presentation (if needed) .....	May 2023
Best and Final Offer Submitted .....	TBD
Selection of Best Value Firm – End of 2 <sup>nd</sup> Step .....	TBD
Formal Recommendation to the Chancellor .....	TBD
Anticipated Award Date .....	TBD

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

### 1.7 **Priorities/Expectations**

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

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to the A&M System in a timely, cost effective manner. The A&M System is seeking a Respondent that will ensure the provision of such quality in its delivery of service through proven techniques and established metrics.
- (b) *Level of Experience and Expertise.* Respondent must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure all services are provided at a level deemed successful by the A&M System.
- (c) *Financial Stability.* Respondent must demonstrate its financial stability and capabilities in providing the required services through financial statements or other means of substantiation.

## SECTION 2 - INSTRUCTIONS FOR RESPONDENTS

### 2.1 General Information

Proposals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 180 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent's cover letter.

This RFP contains specific requests for information. Respondents are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is critical. In responding to this RFP, Respondents are encouraged to provide any additional information they believe relevant.

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

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

Expenses for developing and presenting proposals shall be the entire responsibility of the Respondent and shall not be chargeable to the A&M System. All supporting documentation submitted with this submittal will become the property of the A&M System.

### 2.2 Examination of the Request for Proposal

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

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

### 2.3 Proposal Submission Instructions

All proposals must be received by the A&M System no later than **2:00:00 p.m. CST, February 15, 2023**, electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of: **"RFP01 CHAN-23-138 - Facilities and Other Services"**.

The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. **Late proposals will not be considered under any circumstances.** Telephone and facsimile (Fax) proposals are not acceptable and will not be considered under any circumstances.

#### Submittal Format:

Submission shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below in Section 2.4 and named as such; I) **"company name – Forms**, and II) **"company name – Proposal"**.

## 2.4 **Proposal Components**

The following documents are to be returned as part of your proposal response. Failure to include these documents will be basis for response disqualification.

### I. **Forms**

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) signed and notarized

### II. **Proposal Response**

- ✓ Qualifications (Section 4.1)
- ✓ Transition Plan (Section 4.2)
- ✓ Pricing and Cost Methodologies (Section 4.3)
- ✓ Financial Considerations (Section 4.4)
- ✓ Company References (Section 4.5)
- ✓ HUB Goal Achievement Plan (Section 4.6)

**NOTE:** Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature and notary on this document may be done electronically with an e-signature tool with that capability. An agreement may not be executed with an awarded Respondent until this document is fully signed and notarized.

## 2.5 **Inquiries and Interpretations**

All questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann at [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu). Respondent may not contact other individuals at the A&M System to discuss any aspect of this RFP, unless expressly authorized by the A&M System Procurement & HUB Program office to do so. The A&M System will publish all questions in the form of an addendum with responses at least two (2) days prior to the Deadline for Receiving Proposals as stated in the schedule in Section 1.6.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment and posted to the Electronic State Business Daily (ESBD).

<http://www.txsmartbuy.com/sp> (Input Agency Number "710" and select "Posted" for the Status)

All such addenda/amendments issued by the A&M System prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal. Only those A&M System replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

## 2.6 **Selection Process**

The evaluation of the proposals shall be based on a development that the A&M System deems to

represent the **best value** to the A&M System. The RFP provides the information necessary to prepare and submit proposals for consideration by the A&M System. All properly submitted proposals will be reviewed, evaluated, and ranked by the A&M System. The A&M System will rank the Respondents in the order that they provide the overall “best value” to the A&M System based on an evaluation of the responses to the RFP. The A&M System may select one or more of the top ranked Respondents as part of the two-step evaluation process as described in Section 1.3 above.

After proposal tabulation and such investigation of Respondents as the A&M System deems appropriate, an award may be made to the firm whose proposal it judges to represent the best value to the A&M System. Final determination for award will be made on the overall best value to the A&M System. The A&M System reserves the right to reject any or all proposals.

No award will be made until the A&M System is fully satisfied that the Respondent selected is professionally, financially and otherwise competent and capable of entering into a long-term engagement and comply with the terms and conditions specified in the agreement.

By submitting its proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” firm(s) will require subjective judgments by the A&M System.

The selection of the successful proposal may be made by the A&M System on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by the A&M System on the basis of negotiation with any of the Respondents. The A&M System shall not disclose any information derived from the proposals submitted by competing Respondents in conducting such discussions.

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

The A&M System may perform reference checks and seek further information, as needed from all Respondents whose proposals the System, at its discretion, considers viable, based on the initial evaluation and scoring. The Proposer’s response to this requirement officially authorizes the A&M System to contact these organizations to discuss the services and other considerations which the Proposer has provided to such organizations and authorizes the organizations to provide such information to the A&M System and Proposer shall and hereby does release and hold harmless the A&M System, and the state of Texas of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

The A&M System reserves the right to reject any or all proposals and re-solicit for new proposals, or to reject any or all proposals and temporarily or permanently abandon the project. The A&M System makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.



## SECTION 3 – SCOPE OF SERVICES

### 3.1 Objective

The objective of this RFP is to select a single firm to provide the Facilities Services as defined in this section to all Members with facilities located within the Brazos County. This section will provide information about each of these Members, as well as each of the areas included within Facilities Services.

### 3.2 Locations of Service

Listed below are the universities and agencies located within the Brazos County that are in scope. Within a specific Member are some facilities listed that are located apart from the campus, or in locations outside of the Brazos County that are included within scope.

Information about the facilities within each of these universities and agencies can be found on the following website: <https://www1.thecb.state.tx.us/apps/facinv/FacSearchBldg.cfm>

Additional information will be provided in Step 2 of the RFP process with more detail and requirements regarding the locations and facilities within scope.

#### The Texas A&M University System

- Moore Connally Building
- RELLIS Campus
- Easterwood Airport
- 200 Technology Way – College Station

#### Universities/Campuses

- Texas A&M University
  - Texas A&M University School of Law – Fort Worth, TX
  - Texas A&M University Higher Education Center at McAllen, TX
  - Veterinary Education, Research and Outreach Facility – Canyon, TX
  - Texas A&M Health Science Center
    - Bryan-College Station
    - Dallas
    - Houston
    - Round Rock
    - Kingsville
  - Bush Library (landscape only)

#### Agencies

- Texas A&M AgriLife Research
- Texas A&M AgriLife Extension
- Texas A&M Veterinary Medical Diagnostic Laboratory
- Texas A&M Engineering Experiment Station
- Texas A&M Engineering Extension Service

- Texas A&M Forest Service
- Texas A&M Transportation Institute

Note: A&M System Agencies listed above may have locations outside of the Brazos County that could be included in scope.

### **3.3 Other Member Locations**

Listed below are the universities and agencies located outside the Brazos County that are not in scope. As stated in Section 1.3 above, these universities and agencies may utilize and negotiate a separate agreement with the firm awarded as a result of this RFP. The agreement established with the firm awarded by the A&M System as a result of this RFP shall serve as the foundation for an agreement with any Member of the A&M System not specifically listed within Section 3.2 that choose to utilize this award.

Information about the facilities within each of these universities and agencies can be found on the following website; <https://www1.theccb.state.tx.us/apps/facinv/FacSearchBldg.cfm>

#### Universities/Campuses

- Prairie View A&M University
- Texas A&M University-Commerce
- Tarleton State University
- West Texas A&M University
- Texas A&M University-Corpus Christi
- Texas A&M International University
- Texas A&M University-Texarkana
- Texas A&M University-Central Texas
- Texas A&M University-San Antonio
- Texas A&M University-Kingsville
- Texas A&M University at Galveston

Note that each of the universities listed above may have locations outside of their main campus.

#### Agencies

- Texas Division of Emergency Management
- A&M System Agencies listed above and in Section 3.2 may have locations outside of the Brazos County.

#### Outside Entities

- Association of Former Students
- Texas A&M Foundation
- Bush Library (maintenance and custodial)

### **3.4 Services Included in Scope**

#### **3.4.1 Building Maintenance**

Building maintenance services shall be defined as all routine/unplanned/reactive maintenance, and preventive maintenance.

Routine/unplanned/reactive maintenance shall be defined as maintenance activities carried out regularly or due to an unexpected problem/issue with an asset. If these items are presented to the Member for funding by the selected vendor, but the Member elects to defer due to lack of available funds or programmatic issue, these items could become deferred maintenance. At such time it is deferred, the repair would need to be accomplished through the project management group as it is no longer baseline maintenance and would move to the deferred maintenance program.

Preventive maintenance shall be defined as activities proactively performed on an asset with the goal of lessening the likelihood of failure, reducing unexpected downtime and prolonging its useful life.

RESPONDENT shall demonstrate qualifications to provide all management, operations, labor, equipment, goods and supplies necessary to perform building maintenance services to the A&M System. All work shall be performed in accordance with accepted industry standards and manufacturer's recommendations in order to maintain building systems and structures in good working condition. "Building systems and structures" includes, but is not limited to the following:

- Access card readers
- ADA Systems including lifts
- Air scrubbers
- Alarm coordination
- Ammonia refrigeration systems
- Autoclaves
- A/V devices
- Automatic fire doors
- Backflow preventers
- Bat/bird deterrent systems
- Boilers
- Breakers/disconnects/terminations
- Building management systems
- Cages
- Canopies
- Ceiling systems
- Chillers
- Clocks and timekeeping systems
- Compressed air distribution systems
- Concrete floors
- Conference rooms, classrooms and offices
- Construction support, including but not limited to connections and disconnects
- Curbs and gutters
- Dock levelers/doors/locks
- Domestic hot water heaters and Domestic water systems (interior and exterior)
- Doors and window hardware
- Drains and drain lines, including but not limited to sewers, roof, and storm
- VRF equipment
- DX equipment

- Electrical building components
- Elevators and escalators
- Environmental growth chambers
- Exhaust fans
- Exterior building maintenance (not associated with landscaping)
- Facilities-related hazardous waste removal
- Fencing
- Filters
- Fire alarm systems
- Fire suppression systems, including hazardous
- Flammable storage room alarms
- Floor finishes (carpet, base, tile)
- Fuel gas management plan
- Fume hoods
- Gauges and valves
- HVAC to include duct work and vents
- Installed mechanical systems
- Keys and locks
- Light bulbs, lamps (including replacement), lighting systems
- Motors and motor controls
- Outage coordination
- Outdoor fountains
- Painting and drywall maintenance
- Pest control services
- Power systems
- Preventive maintenance services
- Public address systems
- Pumps
- Ramps
- Restrooms fixtures
- Risers
- Roof maintenance
- RO water systems
- Stairs/stairwells
- Tanks
- Vacuum systems
- Walk-in coolers and freezers
- Walls
- Water dispensers and fountains
- Windows, glass
- Wiring and wiring devices

### **3.4.2 Project Management**

Respondent shall demonstrate qualifications to provide all management, operations, labor, equipment, goods and supplies necessary to perform project management services. This does not include projects administered by the A&M System Facilities Planning and Construction department.

Project management is defined as oversight of deferred maintenance and other special projects including but not limited to project oversight, administration, coordination of all documents and solicitations, inspections during project, close-out procedures, asset management if impacted during project, space reporting notifications to campus, coordination of services with other departments, and specifications/plan reviews from a technical perspective. This may include construction and renovation projects that fall within the delegation of a Member (total project cost of less than \$10,000,000) per A&M System policy and regulation. Provider must utilize a project management software solution to manage each project.

Provider must comply with all A&M System policies, regulations, rules and guidelines applicable to project management, as well as A&M System and campus design guidelines. Documentation of compliance with purchasing requirements and design guidelines must be maintained within each project file. This includes requirements for performance and payment bonds based on scope and cost of each special project.

### **3.4.3 Custodial Services**

Respondent shall demonstrate qualifications to provide all management, operations, labor, equipment, goods and supplies necessary to perform professional custodial services to A&M System for all buildings and structures identified by A&M System.

Buildings and structures identified shall be cleaned based upon the designated levels requested. Levels of care are defined through the Association of Physical Plant Administrators (“APPA”) service levels.

### **3.4.4 Landscape Services**

Respondent shall demonstrate qualifications to provide all management, operations, labor, equipment, goods and supplies necessary to perform professional landscape services to A&M System for all grounds areas identified by A&M System.

Grounds areas identified shall have their landscape maintained based upon the designated levels requested. Levels of care are defined through the APPA service levels.

## SECTION 4 – PROPOSAL RESPONSE

### 4.1 Qualifications

As part of the proposal response, the A&M System is requesting qualifications and experience from firms with an established history of providing high quality and cost-effective methods to manage, operate and provide the facilities and other services. The services requested shall include operation, maintenance, monitoring, and repair of all mechanical, electrical, and building systems, custodial services, landscape services, and project management services as further defined within section 3.4. Demonstrated higher education experience is preferred and, if possible, responses should be structured to highlight experience, clients and/or examples within the higher education sector.

#### 4.1.1 Statement of Qualifications and Availability to Provide the Services

- A. Provide a brief history of the firm responding including when the firm was established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the services for the A&M System. If the firm has changed name or ownership within the last five (5) years indicate the former name.

If applicable, also provide a brief history for any proposed partners or subcontractors identified to provide specific areas of service.

- B. Identify a single point-of-contact who will negotiate for the firm and will be assigned to provide further clarifications, proposals or other information necessary during review of the RFP and subsequent processes.
- C. Provide a list of any awards your firm has received within the last three (3) years for similar services and scope.
- D. Provide a statement of interest, including a narrative describing the responding firm's unique qualifications as they pertain to each of the services defined in Section 3.4. This shall also include information about your processes and procedures to manage each of these areas.

If applicable, also provide the statement of interest and qualifications for any proposed partners or subcontractors identified to provide specific areas of service.

- E. What value added services can your firm offer the A&M System and its campuses and agencies?
- F. Describe your firm's ability to procure supplies, equipment, and services. Include how your firm has mitigated delays, outages, and challenges with availability over the past twenty-four (24) months.
- G. Describe, in detail, your firm's approach to assessing and addressing deferred maintenance.
- Provide details of any systems, tools, and program utilized by your firm that would be used in conjunction with services.
  - Provide evidence of a successful deferred maintenance program with a current client including client's contact information.
- H. Describe your firm's technology or system that will be used to manage each service line. This includes a project management software solution as stated in Section 3.4.2.

Also describe how data will be secured, managed, and turned over to the Owner in the event a contract is terminated or expires.

#### **4.1.2 Staffing and Key Personnel**

- A. Provide an internal organization chart indicating individuals and reporting structure that will be managing services.
- B. Provide an explanation of how your firm reinvests in its programs including staff, management, and services.
- C. Specific to your firm's facilities division/business segment, provide a description of how the pandemic impacted staffing levels.
  - Please include any layoffs and furlough programs your firm may have activated.
  - Please include how your firm held-to a client's expectations with potentially limited staffing. Contact information of an example client is preferred.
- D. Describe any collaborations your firm has with trade schools, workforce commission, staffing programs, apprenticeship programs, etc. as an avenue to hire and/or develop staff.

#### **4.1.3 Ability to Address Critical Issues**

- A. Provide a description of your firm's emergency readiness plan. Please include an example of a time when you had to activate the plan and provide a client name and contact information that was impacted by use of the plan.
- B. Provide an example, with client name and contact information, of a time a conflict arose with a client and describe the methods your firm used to resolve the conflict.
- C. Provide a description of your firm's portfolio of Texas business. Please include any resources you have within 200 miles of each of the proposed locations that could be assigned to support those locations if such a need arises.

#### **4.1.4 Ability to Handle a Multi-campus Implementation**

- A. Provide a statement to address interest and ability to service both the Members in scope (section 3.2) and out of scope (Section 3.3).

If interest is stated to support all Members, Respondent shall provide a response to items B – D below.

- B. The universities and agencies that make up the Texas A&M University System are diverse from multiple perspectives: geography, needs and services provided to each university and agency, as well as the people. Please describe your approach to ensuring consistent services are provided for all A&M System Members associated with this RFP. If these approaches vary by Member, please make sure to indicate as such. Please be sure to include:
  - Organization structure you will put in place to ensure proper and consistent leadership is provided across all campuses
  - Frequency of leadership visits and level of engagement for each site
  - Quality assurance program that will be utilized at all campuses

- It is preferred for a qualified firm to have consistent quality assurance across all locations in Section 3 and not differing programs.
  - Describe the reporting tools that will be put in place to keep both local/regional campus leadership, as well as system leadership, informed.
  - Describe what specialty/niche and/or subject matter experts will be made available to all campuses.
  - Describe the level of corporate support and systems that will be put in place to support universal functions such as:
    - Recruiting, hiring, onboarding, training, and general human resources
    - Communication, public relations, and marketing
    - Associate safety education and training programs
- C. Describe how your firm will ensure equitable support, leadership, and representation amongst all campuses and locations within The Texas A&M University System.
- D. Provide details of any clients/contracts the firm currently has related to any of the services from Section 3.4 where the firm provides services for “multiple campuses or differing members of one client.” At a minimum, please include:
- Institution/Clients Name
  - Number of Campuses/Members Served
  - Total Dollar Volume
  - Total Square Footage
  - Five (5) highlights/accomplishments achieved for the system
  - Contact information for system or parent company including name, title, phone number, and email address

#### **4.1.5 Approach to Culture, Diversity, and Sustainability**

- A. Provide a description of your firm’s approach to collaborating with “Historically Underutilized Businesses.”
- B. Provide documentation of “good faith efforts” to provide meaningful participation by local Diverse Business Enterprises as subcontractors in the performance of this service. Such evidence includes: information describing the specific steps undertaken by the firm to reasonably structure the scope of work to maximize opportunities for diverse supplier participation.
- C. Describe your firm’s approach to social responsibility and integrating diversity, equity, and inclusion into your employment practices.
- D. Describe your firm’s overall sustainability platforms and programs.
- E. Describe your firm’s approach to campus sustainability. If this approach varies by site, please indicate as such.

#### **4.2 Transition Plan**

Respondent shall provide sufficient information to fully describe your company’s plan to transition all aspects from the current Facilities Services provider by August 2024.



- 4.2.1 Provide details around the transition of services for each of the proposed sites. Please include the following at a minimum:
- Timelines, milestones, and key activities
  - Communication, governance, and overall leadership
  - Associate onboarding and recruiting (including reporting structure of front-line associates and how any subcontractor and/or HUB relationships would work)
  - Training and safety plans
  - Additional resources that will be utilized
- 4.2.2 Provide details regarding proposed benefit packages for transitioning employees and future new hires. Please highlight differences, if any, between the two offerings.
- 4.2.3 Provide a listing of the top five (5) challenges anticipated during transition and how your firm plans to mitigate the challenges. If these challenges vary by location, please indicate as such.
- 4.2.4 Outside of transitioning the services, provide a list of key issues each site might face and a proposed plan to mitigate those issues.
- 4.2.5 Each campus/site is highly unique in its culture and traditions. By site, please indicate how your firm will support and uphold campus traditions and integrate within the campus culture.

### **4.3 Pricing and Cost Methodologies**

Respondent shall provide information regarding the basis for payment of services within each area as defined in Section 3.4. Specific pricing is **NOT** required or requested at this time as we simply want to understand your methodologies and plan. Examples of methodology are mentioned below only to illustrate type of information sought but are not intended to be preferred or limiting as we understand there are a multitude of ways to provide pricing for services. Details of Respondent's proposed methodology shall be included.

#### **Examples of pricing methodologies may include:**

- Pricing for baseline custodial services:
  - Based upon APPA levels at a gross square foot rate
  - Based upon APPA levels at a gross square foot rate by type of facility
  - Based upon number of anticipated FTEs needed
  - Based upon APPA levels at cleanable square foot rate
- Pricing for additional custodial services:
  - Based on hourly rates for regular and overtime
- Pricing for baseline maintenance services:
  - Based upon gross square foot rate by type of facility
  - Based upon gross square foot rate by the age of facility
  - Threshold of baseline – billed fully beyond a particular dollar figure
- Pricing for additional maintenance services:

- Based on hourly rates for regular and overtime
- Pricing for baseline landscape services:
  - Based upon APPA levels
  - Based upon service functions and anticipated FTEs needed
- Pricing for additional landscape services:
  - Based on hourly rates for regular and overtime
- Pricing for project management:
  - Based upon fee per project
  - Based on flat fee plus a fee per project
  - Based on flat fee

### **Other Contributions**

Respondent may also include information on any potential monetary or in-kind contributions available to the A&M System if awarded. If potential contributions are based on participation by all Members or a subset, please describe as appropriate.

## **4.4 Financial Considerations**

### **4.4.1 Financial Outlook and Performance**

- A. Provide, as an appendix, your firm's financial performance and growth for the previous five (5) years.
- B. Provide your firm's current debt-to-asset ratio.
- C. Is your firm currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- D. Did your firm seek financial assistance during the pandemic via either state/federal funding programs or through commercial financial institutions? If yes, please describe to what extent.
- E. Is your firm 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.
- F. Can your firm deliver the services requested within this RFP without risk of bankruptcy?
- G. Is your firm publicly traded or privately held? If publicly traded, provide a copy of the most recent annual report. If privately held, provide information of the nature that a public firm is required to include in its annual report, including the most recent full year audited financial statements. Both publicly traded and privately held firms must disclose any recent changes in its financial position of substance not reflected in these reports.

### **4.4.2 Ability to Provide Services**

- A. Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Member employee, officer or Regent? If so, please explain.

- B. Provide any details of all past or pending litigation or claims filed against your firm that would affect your firm's performance under a Contract with the Owner.
- C. Provide any details of any and all litigation and/or legal action taken by and/or against either current or prospect clients over the past five (5) years by your firm.
- D. Provide a list of any accounts equal to or larger than \$25,000,000, in any of the service categories, or combined service categories, from Section 3.4 of the RFP that your firm has lost in the past five (5) years.

Information to include would be Account Name/Client, Length of Tenure Prior to Loss, Reason/Explanation of Loss, Client Contact Information including Name, Title, Phone Number, and Email Address.

#### **4.5 Company References**

Respondents shall provide four (4) references, preferably at least three from institutions of higher education in which similar services and scope are provided. Each reference shall include the following information at a minimum:

- Company name
- Contact person name and title
- Contact phone number and email address
- General description of the scope and services provided
- Term of contract, to include start and end of initial term and if any extensions/renewals

#### **4.6 HUB Goal Achievement Plan**

It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in our prime contracts and subcontracting efforts. The goal of the HUB Program is to promote equal access and equal opportunity in A&M System contracting and purchasing, and to encourage the development of meaningful relationships with HUB entities.

Subcontracting opportunities are defined as those opportunities contracted with a vendor to work, to supply commodities, or to contribute toward completing work for a governmental entity. All Respondents are required to submit a HUB Goal Achievement Plan detailing how they will perform a "Good Faith Effort" to attract and do business with State of Texas certified HUB vendors.

**A HUB Goal Achievement Plan is required to be submitted by each Respondent.** Failure to submit a comprehensive, acceptable HUB Goal Achievement Plan ("HUB Plan") will be considered a material failure to comply with the requirements of this RFP and may result in rejection of the response. This HUB Plan shall be a detailed plan outlining your methodology and strategy to achieve HUB participation throughout the duration of any resultant agreement.

Respondents shall address the following items, at a minimum, while developing the HUB Plan.

1. The Respondent shall state whether it is a Texas certified HUB vendor.
2. The Respondent shall state its commitment to making a good faith effort to include HUB vendors throughout the duration of any resultant agreement, if awarded, including adhering to the State of Texas HUB goals as stated on the TCPA website and mandated by the TAC 24.028 for the applicable scopes.

3. The Respondent shall discuss its existing relationships with HUB certified vendors, HUB-focused organizations, and non-HUB companies doing business with HUB certified vendors, and provide details on how these will be incorporated into its plan to achieve the HUB goals, as applicable, on any resultant agreement.
4. The Respondent shall discuss its methodology and procedures to identify subcontracting opportunities as it relates to the following areas of scope as defined in Section 3.4, specifically:
  - a. Building maintenance, installation and repair services,
  - b. Custodial services,
  - c. Landscape services, and
  - d. Project management services.

For each, the Respondent shall discuss the challenges anticipated towards achieving or exceeding the goal and propose solutions to each.

5. The Respondent shall describe its methodology to solicit HUB vendors to include in the subcontracting opportunities which are identified.
6. The Respondent shall provide a list of the HUB-focused trade organizations and/or development centers that it intends to collaborate with to inform and solicit HUBs about the subcontracting opportunities identified. Examples of these can be found at the following site; <https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>

For more information regarding the HUB Goal Achievement Plan requirements, please contact Porschia Tolbert, HUB Program Director, at [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) or (979) 458-3265.

**Awarded Respondent.** The awarded Respondent will have additional requirements to perform and document good faith efforts by completing the HUB Subcontracting Plan form(s), and to report HUB participation by completing the HUB Progress Assessment Report (PAR) forms throughout the duration of any resultant agreement.

## SECTION 5 - GENERAL TERMS AND CONDITIONS

### 5.1 Terms and Conditions

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

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

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

### 5.2 Governing Law

Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.

### 5.3 Non-Discrimination

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status, sexual orientation, gender identity, or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondents certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.

### 5.4 Immigration Reform and Control Act of 1986

By submitting a proposal, the Respondent certifies it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

### 5.5 Debarment Status

By submitting a statement of qualification, Respondent certifies it is not currently debarred from submitting proposals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.

### 5.6 Indemnification and Hold Harmless

The Respondent shall defend, indemnify and hold harmless the A&M System, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the Respondent's performance under any resultant agreement.

### 5.7 Respondent Liability

The Respondent will be liable for any associated costs of repairs for damage to buildings or other A&M System property caused by the negligence of the Respondent's employees.

### 5.8 Civil Rights Requirements

All Respondents must comply with applicable civil rights laws.

### 5.9 Entire Agreement

Any resultant agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the agreement. Any amendment or modification to the agreement must be in writing and signed by the parties hereto.

### 5.10 Non-Assignment

Respondent shall neither assign its rights nor delegate its duties under any resultant agreement without the prior written consent of the A&M System.

### 5.11 Severability

It is understood and agreed that if any part, term, or provision of any resultant agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

### 5.12 Publicity

Respondents must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from the A&M System.

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

### 5.13 Independent Contractor

The successful Respondent agrees that in all respects its relationship with the A&M System will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the A&M System or incur any obligation on the part of the A&M System without written authority of the A&M System. As an independent contractor, Respondent will be solely responsible for determining the means and methods for performing the services described. Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the A&M System relative to conduct on its premises.

### 5.14 Not Eligible For Rehire

Respondent is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for

termination of the resultant Agreement.

5.15 Public Information Act

- (a) PROVIDER acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this RFP, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon A&M System’s written request, PROVIDER will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of A&M System.
- (c) PROVIDER acknowledges that A&M System may be required to post a copy of any resultant fully executed agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to any resultant agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

5.16 Ownership of Documents

Upon completion or termination of any resultant agreement, all documents prepared by the Respondent for the benefit of the A&M System shall become the property of the A&M System. At the A&M System’ option, such documents will be delivered to the System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the Respondent.

5.17 Insurance

The Respondent shall obtain and maintain, for the duration of the 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 the A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to the Respondent. Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Respondent is not relieved of any liability or other obligations assumed pursuant to the 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 the A&M System at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
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 the A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

**B. Automobile Liability**

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

**C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

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

**D. Umbrella/Excess Liability Insurance** with limits of not less than \$5,000,000 per occurrence and aggregate and will be excess over and be no less broad than and "following form" of all included coverage described above. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

**E. Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$2,000,000 each occurrence, \$4,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Respondent and its subcontractors under the agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of the agreement. If coverage is written on a claims-made basis, Respondent agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of the agreement.

**F.** Respondent will deliver to the A&M System: 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 the agreement and prior to the performance of any services by Respondent under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and West Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by



Respondent. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and West Texas A&M University. No policy will be canceled without unconditional written notice to the A&M System 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 the A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by the A&M System prior to the performance of any services by Respondent under the agreement. Respondent is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by the agreement will be mailed, faxed, or emailed to the following the A&M System contact:

The Texas A&M University System  
Attn: Procurement and Business Services  
301 Tarrow Street, 2<sup>nd</sup> Floor  
College Station, TX 77840  
Email Address: [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu)

The insurance coverage required by the agreement will be kept in force until all services have been fully performed and accepted by the A&M System in writing.

#### 5.18 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the A&M System and Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for the A&M System, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

#### 5.19 Venue

Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against the A&M System shall be in the county in which the primary office of the chief executive officer of the A&M System is located. At the date of this RFP, such county is Brazos County, Texas.

#### 5.20 State Auditor's Office

Respondent understands that acceptance of funds under any resultant agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Respondent agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Respondent will include this provision in all contracts with permitted

subcontractors.

5.21 Conflict of Interest

Respondent and each person signing on behalf of Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this RFP, or in the services to which this RFP relates, or in any of the profits, real or potential, thereof.

5.22 Prohibition on Contracts with Companies Boycotting Israel

By submitting a proposal, the Respondent certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges any resultant agreement may be terminated if this certification is inaccurate.

5.23 Certification Regarding Business with Certain Countries and Organizations

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Respondent certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges any resultant agreement may be terminated if this certification is inaccurate.

5.24 Records Retention

Respondent will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the resultant Agreement for the duration of the resultant Agreement and for seven years after the conclusion of the resultant Agreement.

5.25 Prohibition on Contracts Related to Persons Involved in Human Trafficking

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

5.26 COVID-19 Vaccine Passport Prohibition

Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

5.27 Dealings with Public Servants Affirmation

Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this resultant agreement.

5.28 Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of

the Agency, (2) a person who at any time during the four years before the date of the resultant agreement was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.

5.29 Firearm Entities and Trade Association Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the resultant agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the resultant agreement. If circumstances relevant to this provision change during the course of the resultant agreement, Respondent shall promptly notify A&M System.

5.30 Energy Company Boycotts

Respondent represents and warrants that: (1) it does not, and will not for the duration of the resultant agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the resultant agreement. If circumstances relevant to this provision change during the course of the resultant agreement, Respondent shall promptly notify Agency.

**EXHIBIT A  
EXECUTION OF OFFER**

**RFP01-CHAN-23-138**

**DATE:**

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

**A.1 Respondent Affirmation**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

**Addenda Acknowledgment**

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

No. 1 _____	Date _____	No. 3 _____	Date _____
No. 2 _____	Date _____	No. 4 _____	Date _____

**A.2 Signature**

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

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

- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent’s disqualification;
- (xii) under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xiii) under Section 2155.004, 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.

Respondent shall provide their Federal Employer Identification Number (EIN), full vendor name, address and contact information as requested in the spaces below. Failure to manually sign or with electronic signature (i.e. DocuSign or Adobe Sign) in the Authorized Signature line below will disqualify the proposal response. The person signing shall show title or authority to bind his/her firm into a contractual relationship.

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

Vendor/Company Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

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

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

Fax No.: \_\_\_\_\_

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

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

**EXHIBIT B  
NON-COLLUSION AFFIDAVIT**

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

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

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

**CONFLICT OF INTEREST**

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

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_