



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

Request For Qualifications for Subsurface Utility Engineering Services

RFQ NUMBER RFQ01 FPC-20-065

**SUBMITTAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on May 20, 2020**

**EMAIL RFQ RESPONSES TO:
SOPROCUREMENT@TAMUS.EDU
SUBJECT LINE: RFQ01 FPC-20-065
Attn: Jeff Zimmermann**

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

Sealed submittals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public.

REFER INQUIRIES TO:

Jeff Zimmermann, Director
The Texas A&M University System
Office of HUB & Procurement Programs
jzimmermann@tamus.edu

All submittals shall become the property of the State of Texas upon receipt. Submittals may be subject to public review after contracts have been executed. Refer to Section 2.8 for more information regarding public information.

TABLE OF CONTENTS

SECTION 1	GENERAL	
1.1	Scope.....	3
1.2	Background.....	3
1.3	Priorities/Expectations.....	3
1.4	Performance Period.....	3
SECTION 2	INSTRUCTIONS FOR RESPONDENTS	
2.1	General Information.....	4
2.2	Calendar of Events.....	4
2.3	Examination of the RFQ.....	5
2.4	Submittal Instructions.....	5
2.5	Qualification Components.....	5
2.6	Inquiries and Interpretations.....	6
2.7	Selection Process.....	6
2.8	Public Information Act.....	7
SECTION 3	SCOPE OF WORK	
3.1	Goal.....	8
3.2	Required Services.....	8
3.3	Qualification Statement.....	12
3.4	HUB Subcontracting Plan Requirements.....	13
SECTION 4	GENERAL TERMS AND CONDITIONS	
	EXHIBIT A – Execution of Offer	
	EXHIBIT B – Non-Collusion Affidavit	
	EXHIBIT C – Service Location Matrix	

SECTION 1 GENERAL

1.1 SCOPE

The Texas A&M University System (A&M System) is soliciting statements of qualifications from vendors with an established history of expertise and qualifications for Subsurface Utility Engineering (SUE) services to be included in a pool for the services defined in this RFQ.

A&M System is dedicated to the ongoing program to improve and expand all physical facilities in support of the teaching, research and service missions of each university and agency of The Texas A&M University System.

These expertise and qualifications shall be administered in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ) for all A&M System institutional/agency managed construction projects and System Offices managed construction projects.

By submitting a response, 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.

1.2 BACKGROUND

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$6.3 billion. Through a statewide network of 11 universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus, the Texas A&M System educates more than 153,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$996 million in FY 2017 and helped drive the state's economy. More information about the Texas A&M University System and all of its members can be found at <http://www.tamus.edu/about/>.

1.3 PRIORITIES/EXPECTATIONS

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all A&M System members in a timely, cost effective manner. A&M System is seeking RESPONDENTS that will ensure the provision of such quality in its delivery of service through proven techniques and established practices.
- (b) *Level of Experience and Expertise.* Each RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful project as determined by A&M System.
- (c) *Delivery Efficiency.* Each RESPONDENT must demonstrate its ability to deliver the required services in a timely manner while not sacrificing the quality required by a Tier I research System.

1.4 Performance Period

The intention of this RFQ is to qualify vendors to be included in a pool for the services defined in this RFQ. Should A&M System, in its sole discretion, enter into an agreement with the successful RESPONDENT(s) as a result of this RFQ, the agreement shall be effective as of the date that is agreed upon by A&M System and successful RESPONDENT(s). A&M System anticipates that the initial term of such Agreement will extend through August 31, 2022, with the option to renew for up to two (2) one-year terms, providing all parties mutually agree on the extension. Any extensions 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.

SECTION 2 INSTRUCTIONS FOR RESPONDENTS

2.1 General Information

A&M SYSTEM is soliciting submittals from qualified RESPONDENTS, hereafter referred to as RESPONDENT(s) and/or VENDOR(s), who have significant experience in providing SUE services. These basic services are outlined in the Scope of Work (Section 3).

SUE services will typically be provided under the general supervision of the A&M System Office of Facilities Planning and Construction (FP&C). However, the individual System Members (as identified in Section 1.2 above) also have authority to utilize any resultant agreement for these services as needed.

Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in each RESPONDENT's cover letter.

Each RESPONDENT selected shall have an excellent track record for providing the Services and shall agree to provide the Services to A&M System with a top priority commitment. A&M System may select as many RESPONDENTS as needed to ensure coverage throughout the State of Texas at the various System members' locations.

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

Clause headings appearing in this RFQ 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 RFQ, the subject being referred to is to be a required feature of this RFQ 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 RFQ specifications must be clearly identified by the RESPONDENT in its submittal.

Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to A&M System. All supporting documentation and manuals submitted with this submittal will become the property of A&M System unless otherwise requested by the RESPONDENT, in writing.

All technical and scope of work questions concerning this RFQ are to be directed to Jeff Zimmermann, Director of Procurement & Business Services, in writing, at soprocurement@tamus.edu. RESPONDENTS may not contact other individuals at A&M System to discuss any aspect of this RFQ, unless expressly authorized by the A&M System Procurement Office to do so. A&M System will publish questions with responses according to the calendar below.

2.2 Calendar of Events

Activity	Responsibility	Date
Release of Request for Qualifications	A&M System	April 23, 2020

Deadline to Submit Questions	Respondent	May 1, 2020
Release of Response to Questions	A&M System	by May 6, 2020
Responses Due	Respondent	May 20, 2020
Selection of Qualified Respondents	A&M System	TBD

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 A&M System and/or in the event 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.

2.3 Examination of the RFQ

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 RFQ.

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 of the existing and/or revised conditions and accepts them "as is."

2.4 Submittal Instructions

All qualification submittals must be received by A&M System **no later than 2:00 p.m. Central Time (CDT), May 20, 2020**, electronically via email to soprocurement@tamus.edu with the subject line of "RFQ01 FPC-20-065 – SUE Services". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. Late submittals 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 and named as such; I) "**company name – Forms**, II) "**company name – Qualification Statement**".

2.5 Qualification Components

The following documents are to be returned as your qualification submittal. Failure to include these documents will be basis for response disqualification.

I. Forms

- ✓ HUB Participation Plan (Section 3.4)
- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Signed and notarized Non-Collusion Affidavit (Exhibit B)

II. Qualification Statement

- ✓ Qualification Statement (Section 3.3)
- ✓ Service Location Matrix (Exhibit C)

Qualification Statements (Section 3.3 response) shall be a MAXIMUM of twenty five (25) printed pages. The cover, table of contents, divider sheets, HSP and Exhibits do not count toward the maximum printed pages. Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be

used by the A&M System for evaluation. Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

Qualification Statements shall consist of answers to questions identified in Section 3.3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, **it is essential to reference the question number with the corresponding answer.**

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

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 on this document may be done electronically with DocuSign, Adobe or another similar tool. While the document must also be notarized, this may be done at a later date due to the COVID-19 pandemic. An agreement may not be executed with the awarded Respondent(s) until this document is fully signed and notarized.

2.6 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment and posted to the Electronic State Business Daily (ESBD) at the following site; <http://www.txsmartbuy.com/sp> (Input Agency Number “710” and select “Posted” for the Status)

It is the responsibility of all RESPONDENTS to check the ESBD for any and all addenda issued for this RFQ. All such addenda/amendments issued by A&M System prior to the time that qualifications are received shall be considered part of the RFQ, and the Respondent shall consider and acknowledge receipt of such in the Execution of Offer.

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

2.7 Selection Process

A&M System will base its selections on demonstrated competence, knowledge, and qualifications of each RESPONDENT.

The RESPONDENTS selected will be those whose experience and qualifications, as presented in response to this RFQ, establish them, in the opinion of A&M System, as well qualified and offering the greatest benefits, experience and value to A&M System. A&M System may cancel this RFQ or reject submittals at any time prior to selection, and is not required to furnish a statement of the reasons why a particular submittal was not deemed to be advantageous to A&M System.

A&M System, at its sole discretion, may select as many firms as deemed to be in A&M System’s best interest to meet the needs throughout The Texas A&M University System. All RESPONDENTS selected will be required to sign a master agreement. The master agreement does not guarantee that a project(s) will be assigned to the RESPONDENT.

Submission of qualifications indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by A&M System during the evaluation process.

It is A&M System' intent to qualify multiple submissions. The selection of the successful submission(s) may be made by A&M System on the basis of the submissions initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful submissions may be made by A&M System on the basis of negotiation with some or all of the RESPONDENTS. A&M System shall not disclose any information derived from the submissions provided by competing RESPONDENTS in conducting such discussions.

All submissions must be complete and convey all of the information requested to be considered responsive. If a submission fails to conform to the essential requirements of this RFQ, A&M System alone will determine whether the variance is significant enough to consider the submission 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 at its discretion and seek further information, as needed from all Respondents whose submittal the A&M System at its discretion, considers viable, based on the initial evaluation and scoring. The RESPONDENT's response to this requirement officially authorizes the A&M System to contact these organizations to discuss the services and other considerations which the RESPONDENT has provided to such organizations and authorizes the organizations to provide such information to the A&M System and RESPONDENT shall and hereby does release and hold harmless the A&M System, the state of Texas, and the organization 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 submission.

A&M System reserves the right to accept or reject any or all submissions, to waive informalities and technicalities, to accept qualifications considered most advantageous, and/or to make the award to the most responsive RESPONDENT(S).

2.8 Public Information Act

- (a) RESPONDENT 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 Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon A&M System's written request, RESPONDENT will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- (c) RESPONDENT acknowledges that A&M System may be required to post a copy of the 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 this agreement and the RESPONDENT agrees that the agreement can be terminated if the RESPONDENT knowingly or intentionally fails to comply with a requirement of that subchapter.

SECTION 3

SCOPE OF WORK AND REQUIREMENTS

3.1 Goal

The Texas A&M University System's (A&M System or TAMUS) objective in developing this RFQ is to receive statements of qualifications from firms experienced in the process pertaining to SUE services, preferably for institutions of higher education. The intention of this RFQ is to qualify firms to be included in a pool to provide these services.

3.2 Required Services

The required services of a Respondent chosen for a particular project shall consist of working under the direct supervision of A&M System member's staff to provide design, and/or construction support on an "as needed" basis.

The selected RESPONDENT(s) will be responsible for providing all necessary equipment including but not limited to computer, software, digital camera and cell phone as part of their overhead and without separate reimbursement. Activities for which SUE services MAY be requested as a minimum to include any or all of the following activities:

- a) Be familiar with and be able to apply State, federal and local regulations and standards pertaining to SUE services, including the latest edition of The American Society of Civil Engineers' ASCE C-1 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. The intent of this standard is to present a system of classifying the quality of existing subsurface utility data. Such a classification will allow the project Owner, engineer, and/or constructor to develop strategies to reduce risk, or at minimum, to allocate risk due to existing subsurface utilities in a defined manner. In general, the standard contains provisions such that:
 - The project Owner will be responsible for taking appropriate actions to consider and deal with utility risks. On many small projects, where few subsurface utilities are present, and/or where information about subsurface utilities are believed to be generally accurate and comprehensive, this will only involve making a conscious decision to proceed with the project using readily available information. On larger projects, where information about subsurface utilities is not believed to be generally accurate and comprehensive, this may involve employing the services of an engineer to provide expert advice and to use available technologies to provide better information.
 - The engineer will advise the project Owner of utility risks and recommend an appropriate quality level of utility data for a given project area at the appropriate time within the project planning and design process. Such advice will take into account such items as type of project, expected utilities, available rights-of-way, project timetables, etc.
 - The project Owner will specify to the engineer the desired quality level of utility data.
 - The engineer will furnish the desired utility quality level to the Owner in accordance with the standard of care.
 - The engineer will be responsible for negligent errors and/or omissions in the utility data for the certified utility quality level.
- b) The ASCE standard makes it very clear that SUE is a process, not a technology. It defines SUE as a branch of engineering practice that involves managing certain risks associated with:
 - Utility mapping at appropriate quality levels by surveying SUE data acquired during the designating and locating phases to project control and transfer it into CADD system and/or onto its plans.
 - Utility coordination,

- Utility relocation design and coordination,
 - Utility condition assessment,
 - Communication of utility data to concerned parties,
 - Utility relocation cost estimates,
 - Implementation of utility accommodation policies, and
 - Utility design.
- c) The above activities, combined with traditional records research and site surveys, and utilizing new technologies such as surface geophysical methods and non-destructive vacuum excavation, provide "quality levels" of information.
- There are four recognized quality levels of underground utility information ranging from Quality Level (QL) D (the lowest level) to Quality Level A (the highest level). The highest level of accuracy and comprehensiveness is generally not needed at every point along a utility's path, only where conflicts with design features are most likely to occur. Hence, lesser levels of information may be appropriate at points where fewer conflicts or no conflicts are expected. Each of the four quality levels is described as follows:
 - Quality Level D. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.
 - Quality Level C. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.
 - Quality Level B. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques as defined in the latest edition of ASCE's Standard Guidelines for the Collection and Depiction of Existing Subsurface Utilities for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.
 - Quality Level A. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of underground features.
- d) The SUE process doesn't follow any set pattern. Rather it is tailored to individual projects. It essentially involves systematically identifying the quality of utility information needed to design a project, and acquiring and managing that level of information. It works best when it is coordinated by and provided by an experienced and knowledgeable SUE provider. Such an engineer would typically coordinate and perform the following tasks:

- Identify utility Owners that have facilities on or may be affected by the project. Contact these utility Owners (face to face meetings are preferable) and provide them with information about the proposed project. Schedule periodic follow-up meetings.
 - When the plans are about 50% SD (Schematic Design) completed, or possibly even sooner in the planning phase, provide them to utility Owners along with a request that they review the plans and provide pertinent as-built or other existing utility information. Obtain existing utility information from other sources. Review all information that can be obtained and plot it on a utility composite drawing or something equivalent. This is Quality Level D (QL-D) information.
 - Make field observations to identify visible above-ground utility features. Survey and plot resulting information. This is Quality Level C (QL-C) information. It is correlated with the records information (QL-D). When records and features information do not agree, resolve discrepancies.
 - When plans are about 50% DD (Design Development) completed use appropriate surface geophysical methods (i.e., pipe and cable locators, terrain conductivity methods, resistivity measurements, metal detectors, ground-penetrating radar, etc.) to designate existing subsurface utilities or to trace a particular utility system. This provides two-dimensional horizontal information. Place paint marks on the ground. Place identification flags or stakes on the paint marks or coding on the pavement at 50-foot intervals and survey to project control. Depict resulting information in the client's computer-aided design and drafting (CADD) system, Geographic Information System (GIS), and/or manually-plotted plan sheets. This is Quality Level B (QL-B) information. If requested by the project Owner, also survey and depict information about aerial utilities.
 - Resolve differences between QL-B, QL-C, and QL-D information. This may involve additional surface geophysical searches and/or actual exposure of some subsurface utilities. This may require re-depicting utilities that have previously been depicted in order to present the more accurate information.
 - Develop a conflict matrix showing all possible highway/utility conflicts. This involves comparing depicted utilities information with proposed plans (highway, bridge, drainage, maintenance of traffic, and other). The resulting matrix contains columns to record the physical location of each conflict, the name of the utility involved, the nature of the conflict, and action needed. Upon analyzing the information recorded on the matrix, it will be obvious that some conflicts can be readily resolved, some conflicts are questionable and additional information is needed, and some conflicts cannot be resolved.
 - Convene and facilitate a meeting with utility companies to discuss potential conflicts and other aspects of the project. Discuss possible strategies to avoid conflicts and identify locations where additional three-dimensional information is needed.
 - When plans are about 50% CD (Construction documents) expose selected subsurface utilities to obtain three-dimensional information. Use minimally intrusive excavation methods, such as vacuum excavation. Depict resulting information using computer-aided design and drafting or manual plotting methods onto plan sheets. This is Quality Level A (QL-A) information.
 - Resolve differences between QL-A information and the previously obtained QL-B, QL-C, and QL-D information. Depict new and corrected information. Go back to the conflict matrix with the new QL-A information to determine the status of conflicts requiring additional information. Meet with utility companies to discuss these conflicts and possible strategies to avoid utility relocations.
 - Deliver depicted information to the Owner's representative or designers. The basic deliverables for utility information are a CADD file, a GIS file, or a plan sheet that has utility information in plan view for Quality Levels A, B, C, and D and utility information in plan and profile view for Quality Level A.

- Work with the project Owner's designers to be sure they understand the information provided and to suggest possible ways to avoid conflicts.
- Where conflicts cannot be avoided and utilities will have to be relocated:
 - Determine prior rights.
 - Obtain relocation cost estimates and plans from utility companies.
 - Prepare utility relocation agreements for the Owner's review.
 - Provide utility relocation design.
 - Advise the Owner to acquire necessary right-of-way or easements, if applicable
 - Store pipe location and condition information in a database for asset management.
 - Work with utility companies, one-call centers, and contractors during construction as needed.
 - Continue to represent the Owner in all utility-related activities as the project progresses.
- In regard to the above tasks, several important things need to be kept in mind:
 - These tasks may be provided by the project Owner, but are more commonly performed by a SUE provider working closely with the project Owner. They are most effectively utilized when coordinated by a professional utility coordinator employed by a SUE provider. The utility coordinator is responsible for working with the Owner and the affected utilities to determine the need for each task and to assure selected tasks are performed properly and expeditiously.
 - These tasks may be used in a different order than that prescribed above (i.e., it may sometimes be more practical to perform (a) QL-C tasks before and/or in conjunction with QL-D tasks, and/or (b) QL-B tasks before and/or in conjunction with QL-C or QL-D tasks).
 - Some of these tasks should be used on every project, but it may not be necessary to use all of them (e.g., QL-D and QL-C information may be all the information deemed necessary for a particular project). If not willing to accept a particular risk, project Owners may opt to obtain additional information. Determinations may be made every step of the way until acceptable risk levels are achieved.).
- No matter how many tasks are employed or in what order they are applied, it is all the SUE process.

Items to Note:

- a) If any of the services required in this RFQ and with considerations noted below cannot be accomplished by one prime firm, then balance of work is to be subcontracted and the RESPONDENT(s) are to follow the process in Section 2.8. For any given project one prime firm or one prime firm with subcontractors will need to provide all of the requested services.
- b) The scope to be performed will be set forth in each project authorization and be based on established normalized unit rates and a proposal of units from the RESPONDENT for the particular assignment. A purchase order will prescribe a scope of work with a not-to-exceed fee for each assignment.
- c) It is the intent of the A&M System to contract with multiple RESPONDENTS to provide a pool of vendors who can provide these services for all A&M System institutional/agency managed construction projects and System Offices managed construction projects.
- d) As such, these projects must be in conformance with A&M System policies and regulatory and statutory requirements for State of Texas public higher education facility projects. Demonstrated past experience with State of Texas public higher education facility projects will be given strong consideration in the evaluation process.
- e) SUE services required by A&M System members will vary, and will be determined on a project-by-project basis.

3.3 Qualification Statement

RESPONDENTS SHALL CAREFULLY READ THE INFORMATION CONTAINED IN THE FOLLOWING CRITERIA AND SUBMIT A COMPLETE STATEMENT OF QUALIFICATIONS TO ALL ITEMS. INCOMPLETE QUALIFICATIONS MAY BE CONSIDERED NON-RESPONSIVE AND SUBJECT TO REJECTION.

3.3.1 CRITERION ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE SERVICES (maximum of three printed pages per question):

- 3.3.1.1 Provide a statement of interest including a narrative describing the RESPONDENT's qualifications, and any subcontractor pertaining to SUE services.
- 3.3.1.2 Provide a statement on the availability and commitment of the RESPONDENT, subcontractors and named assigned personnel to undertake the services. Also address the ability to adequately staff multiple projects providing SUE services at the same time throughout the state.
- 3.3.1.3 Provide a brief history of the RESPONDENT including all office location(s), number of years in business, number of Licensed Texas Professional Engineers, number of Licensed Texas Land Surveyors, legal status and officers. The RESPONDENT shall have a minimum of three years of SUE experience.
- 3.3.1.4 Provide resumes of key personnel and the names of those employees who will be assigned to the services. The assigned individuals should be well trained, experienced, and capable via certifications and awards. Individuals in responsible charge of the work and responsible for certifying deliverables shall be engineers and land surveyors employed by the SUE RESPONDENT in accordance with Texas state professional registration requirements. Also identify the single point of contact. Limit resumes to two (2) pages per person. Copies of certifications and listing of awards are limited to a total of 3 pages for each submitted resume.
- 3.3.1.5 Address the RESPONDENT'S "Specific Qualifications" for and ability to perform the "Scope of Services" in the specific area of expertise.
 - 3.3.1.5.1 Demonstrate a thorough knowledge and understanding of designating, locating, and data management activities,
 - 3.3.1.5.2 The project manager should have previously been involved in the management of one or more SUE contracts and must be available to commit sufficient time to the project.
 - 3.3.1.5.3 Other team members should have previously been involved in SUE designating, locating, surveying, and/or mapping activities.
 - 3.3.1.5.4 Resources of the provider should be adequate to carry out the SUE work in a timely manner, considering other possible commitments of work and the contracting agency's anticipated needs, including a possible need for work on several projects to take place simultaneously.
 - 3.3.1.5.5 Confirmation that vertical data is able to be accurate to within ± 15 mm (0.05 ft.),
 - 3.3.1.5.6 Horizontal data is able to be accurate to applicable surveying standards.
- 3.3.1.6 Provide a listing of all equipment owned and available for use to support SUEs including designating, locating, surveying, and computer (hardware and software) equipment.

3.3.2 CRITERION TWO: RESPONDENT BACKGROUND

- 3.3.2.1 Is the RESPONDENT 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.
- 3.3.2.2 Provide any details of all past or pending litigation or claims filed against the RESPONDENT that would affect the RESPONDENT's performance under a Contract with A&M System.
- 3.3.2.3 Is the RESPONDENT 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.
- 3.3.2.4 Does any relationship exist by relation, business association, capital funding agreement, or any other such kinship between the RESPONDENT and any A&M System employee, officer or Regent? If so, please explain.
- 3.3.2.5 Provide a claims history under insurance for the past five (5) years for the company and any team members proposed to provide services.

3.3.3 CRITERION THREE: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.3.3.1 List no more than three (3) examples of relevant, previous projects undertaken by the RESPONDENT that best demonstrates the RESPONDENT's capacity and expertise to fulfill the requirements of the stated services. Each example should be well organized, and, when applicable, identify key personnel proposed for the A&M System contract who worked on the example project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - 3.3.3.1.1 Project name, location, and description.
 - 3.3.3.1.2 Type of construction (new, renovation, or expansion).
 - 3.3.3.1.3 Description of services the RESPONDENT provided for the project, office location and RESPONDENT's Project Manager that supported the services.
 - 3.3.3.1.4 The name of the Owner's representative(s) who would be most familiar with the project, and contact information including telephone number and email address.

References shall be considered relevant based on specific project participation and experience with the RESPONDENT. The A&M System may contact references during any part of this process. The A&M System reserves the right to contact any other references at any time during the RFQ process.

Note: Examples that involve public higher education institutions are preferred. Past experience in the state of Texas and demonstrated knowledge and understanding of Texas markets is also preferred. Demonstrated experience with a variety of e-services with campuses in various stages of development is also useful.

3.4 **HUB Subcontracting Plan Requirements**

It is the policy of the A&M System to involve qualified HUBs to the greatest extent allowed by law in the A&M System's construction contracting, professional services, and purchase, lease, or rental of all supplies, materials, services and equipment. All A&M System members are responsible for making a good faith effort of ensuring that HUBs are afforded an equitable opportunity to compete for all procurement and contracting activities of the System.

Subcontracting opportunities are possible for the scope of this RFQ and therefore submission of a HUB Subcontracting Plan (HSP) is required. Failure to submit an HSP will constitute an irregular response, which will be rejected. The instructions for completing the HSP are provided below. The HSP submitted with this RFQ shall become part of any master agreement resulting from this RFQ.

a) RFQ Submission Requirements

The following items (a-c) must be submitted with your RFQ response in order to meet the HUB Subcontracting Plan requirements.

- 1) Letter of transmittal attesting that the respondent has read and understands the Policy on Historically Underutilized Businesses (see Exhibit D)
- 2) State of Texas Historically Underutilized Business Subcontracting Plan (HSP): Complete the HSP form by submitting Sections 1, Section 2-a. & b. and Section 4 ONLY. The opportunities listed in Section 2b shall be those that you anticipate on a typical project of A&M System. Opportunities for unique projects would be accounted for with the HSP for a specific project as described in the Awarded Respondents section. It is not necessary to include percentages within section 2b at this time. Method A and B are not needed with your RFQ HSP submission.

The State of Texas HUB Subcontracting Plan forms shall be accessed at the following site:

<http://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>

Self-Performing: If the Respondent is completing as self-performing, a statement shall be provided which attests that the entire scope of work shall be performed with its own employees and resources. The sections in the HSP form to be completed are Section 1, 2a (check "No"), 3 (with your statement included in the open text field), and 4. The additional information requested below is not needed for self-performing plans.

- 3) Additional Information explaining how the Respondent intends to make a good faith effort for each subcontracting opportunity identified in Section 2b of the State of Texas HSP Form. This plan shall include the following:
 - Given the opportunities identified in Section 2b, provide an estimated percent for overall HUB participation with the understanding that the A&M System goal for professional services is 35%. This estimated percent is not a commitment to obtain that percent, but a commitment to make the full good faith effort with that as the goal.
 - Provide a sample solicitation notice letter that will be sent to HUB vendors and minority and women business trade organizations/development centers for the subcontracting opportunities. The notice shall, in all instances, include at least the scope of work, response due date, information about bonding and insurance requirements, and identify a contact person.
 - Provide a list of the trade organizations or development centers that you intend to work with in your outreach efforts.
 - Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in trade organization newsletters or newspapers? Etc.

Please contact Mr. Keith Williams, HUB Coordinator, Procurement & Business Services, kwilliams@tamus.edu, (979) 458-3265 for assistance in proper completion of the HSP. RESPONDENTS

have the opportunity to submit a draft of the HSP, prior to submittal of their response to the RFQ, for review by Mr. Williams.

b) Awarded Respondents

The following shall be required of each Respondent issued a Master Agreement as a result of this RFQ;

If awarded a project as a result of a Master Agreement, the VENDOR must complete an HSP in full per the instructions below upon submittal of the proposal for that specific project.

- 1) Complete Section 1
- 2) Complete Section 2a through d.
- 3) Complete Section 4
- 4) Complete Method A or B as applicable depending on your response to questions in Section 2c-d. Below are the instructions for each Method;

Method A: Provide Method A (Attachment A) for each opportunity identified in Section 2b of the HSP and complete all sections. Section A-2 shall include all sub consultants selected for that opportunity, both HUBs and non-HUBs.

Method B: Provide Method B (Attachment B) for each opportunity identified in Section 2b. Reminder that all supporting documentation listed in Section B-3 shall be provided as part of this attachment. The following are additional items of note as part of the good faith effort required:

- The Respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent's notice. "Reasonable time to respond" in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period and it is approved by A&M System in writing.
- The Respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the A&M System HUB Program Office when searching for HUB subcontractors. A complete list of all State of Texas certified HUBs may be electronically accessed at; <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>
- The Respondent shall provide the notice described in this section to three (3) or more HUBs for each subcontracting opportunity as stated in Section B3a. The A&M System encourages Respondents to seek and find a "Diverse Group" of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
- The Respondent shall provide notice to minority and women business trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants. A list of possible organizations/centers can be found at the following site;
- <https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>
- The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
- Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 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 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 Executive Vice 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.

4.2 Insurance

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

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for 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;

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

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's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of the resultant agreement.

Additional Endorsements

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

- D. Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Respondent and its subcontractors under the resultant agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of the resultant 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 (3) years after the expiration of cancellation of the resultant agreement.

E. Umbrella/Excess Liability

Insurance with limits of not less than \$5,000,000 per occurrence and aggregate. This 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.

F. Respondent will deliver to 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 resultant agreement and prior to the performance of any services by Respondent under the resultant 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 and The Texas A&M University System 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 and The Texas A&M University System. No policy will be canceled without unconditional written notice to 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 A&M System ten (10) days prior to the effective date of cancellation, material change, or nonrenewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by Respondent under the resultant 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 resultant agreement will be emailed to SOPROUREMENT@TAMUS.EDU.

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

4.3 **Terms and Conditions**

- 4.3.1 **Indemnification.** Respondent agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of Respondent's negligent or willful errors or omissions under the resultant agreement.
- 4.3.2 **Independent Contractor.** Respondent is an independent contractor, and neither Respondent nor any employee of Respondent shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- 4.3.3 **Not Eligible for Rehire.** Provider 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 any resultant Agreement.
- 4.3.4 **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under the resultant agreement may be applied directly toward certain debts or delinquencies that Respondent owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 4.3.5 **State Auditor's Office.** Respondent understands that acceptance of funds under the 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.
- 4.3.6 **Entire Agreement.** The resultant agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of the resultant agreement. The resultant agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- 4.3.7 **Severability.** If any provisions of the resultant agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making the resultant agreement, as modified, enforceable, and the remainder of the resultant agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

- 4.3.8 **Force Majeure.** Neither party is required to perform any term, condition, or covenant of the resultant agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- 4.3.9 **Loss of Funding.** Performance by A&M System under the resultant agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to Respondent and A&M System may terminate the resultant agreement without further duty or obligation hereunder. Respondent acknowledges that appropriation of funds is beyond the control of A&M System.
- 4.3.10 **Governing Law.** The validity of the resultant agreement and all matters pertaining to the resultant agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- 4.3.11 **Venue.** Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M SYSTEM shall be in the county in which the primary office of the chief executive officer of A&M SYSTEM is located, which is Brazos County, Texas
- 4.3.12 **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, sexual orientation, disability, genetic information, veterans status or gender identity as 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 Action of 1964, as amended.
- 4.3.13 **Conflict of Interest.** By executing the resultant Agreement, 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 RFQ, or in the services to which this RFQ relates, or in any of the profits, real or potential, thereof.
- 4.3.14 **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this resultant Agreement, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 4.3.15 **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 that any resultant Agreement may be terminated if this certification is or becomes inaccurate.
- 4.3.16 **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 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.
- 4.3.17 **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 Agreement and for seven years after the conclusion of the resultant Agreement.
- 4.3.18 **Immigration Reform and Control Act of 1986.** By submitting a state of qualification, the Respondents certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 4.3.19 **Debarment Status.** By submitting a statement of qualification, Respondents certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
- 4.3.20 **Vendor 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.
- 4.3.21 **Early Termination.** The A&M System shall have the right to terminate the contract with the Respondent without penalty after the A&M System's (30) days written notice of termination to the Respondent under the following circumstances:
1. Default of Respondent - It shall be considered a default whenever the Respondent shall:
 - a. Disregard or violate material provisions of the contract documents or the A&M System instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
 - b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.
 2. Convenience of the A&M System - Termination of the contract services is construed by the A&M System to be in its best interest for serving the community and its students, faculty, and staff.
- Note: Any contract cancellation notice shall not relieve the Respondent of the obligation to deliver and/or perform prior to the effective date of cancellation.
- 4.3.22 **Cancellation by Respondent.** Respondent must provide a minimum of thirty (30) days written notice of cancellation of contract to the A&M System regardless of the reason for said termination. Such notification must be sent to:
- The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: jzimmermann@tamus.edu
- 4.3.23 **Modification of Service.** The A&M System reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the Respondent resulting from such changes are subject to acceptance by the A&M System. In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.
- 4.3.24 **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.
- 4.3.25 **Ownership of Documents.** Upon completion or termination of any contract 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's option, such documents will be delivered

to the A&M 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.

EXHIBIT A**EXECUTION OF OFFER****RFQ01 FPC-20-065****DATE EXECUTED: _____**

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.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

Addenda Acknowledgment

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

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

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

- (i) the Qualifications and all statements and information prepared and submitted in response to this RFQ 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 Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's 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 RFQ 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 Texas A&M University System;
- (v) Respondent has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFQ response;

- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xi) under Section 231.006, Family Code, the Respondent or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- (xiii) the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and resultant agreement and the PROVIDER agrees that the resultant agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Respondent shall provide Federal EIN/Tax ID, full firm name, address and other information as requested in the spaces below. Failure to manually sign or with electronic signature (such as DocuSign or Adobe Sign) below will disqualify the proposal response. The person signing the submittal should show title or authority to bind his/her firm in contract.

Federal EIN/Tax ID: _____

Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

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

EXHIBIT B
NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Qualifications (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 Qualifications, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the Respondent, in order to induce acceptance of the foregoing Qualifications by said 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 Qualifications.

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 A&M System.

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 A&M System, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has a direct or indirect financial interest in the award of this RFQ, or in the services to which this RFQ 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 _____, 2020.

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

_____. My commission expires: _____

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

EXHIBIT C
SERVICE LOCATION MATRIX

Please indicate by an "X" locations the firm is willing to provide services.

SERVICE LOCATIONS		AVAILABILITY
	College Station Texas	
	Prairie View Texas	
	Galveston Texas	
	Stephenville Texas	
	Commerce Texas	
	Texarkana Texas	
	Canyon Texas	
	Kingsville Texas	
	Corpus Christi Texas	
	Laredo Texas	
	San Antonio Texas	
	Killeen Texas	
	Dallas/Ft Worth, Texas	
	Houston, Texas	
	McAllen, Texas	