



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

**Request For Qualifications for Commissioning Services for
Texas A&M Health Science Center
MREB 2 Project
Bryan, Texas**

RFQ NUMBER RFQ01 FPC-16-017

SUBMITTAL MUST BE RECEIVED BEFORE:

2:00 P.M. Central Time on June 23, 2016

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL SUBMITTAL TO:**

**The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, 3rd Floor Rm. 366
College Station, TX 77840
Attn: Jeff Zimmermann**

Show RFQ Number, Opening Date and Time on Response Envelope

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.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed submittals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public. Prices and other submittal details will only be divulged after the award and contract execution, if one is made.

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.

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SECTION 1 GENERAL

1.1 Introduction

The Texas A&M University System (the “SYSTEM”), on behalf of the Board of Regents of The Texas A&M University System (Owner) and the Facilities Planning & Construction Department (FP&C), is soliciting statements of qualifications from firms, hereafter referred to as RESPONDENT(s), interested in providing commissioning services to the SYSTEM for the TAMHSC MREB 2 Project (the “PROJECT”) in Bryan, Texas, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ).

FP&C is responsible for providing timely and quality professional services in a fiscally sound manner throughout all phases of project development. FP&C further strives to ensure that each design for a new or renovated facility provides a safe and accessible environment for the public; complies with state and federal codes and regulations; is visually attractive; adheres to the adopted architectural design policies; incorporates durable institutional quality materials and construction techniques; and, is functionally enduring, energy conserving and economical to construct and maintain. In addition, FP&C is dedicated to the ongoing program to improve and expand all physical facilities in support of the teaching, research and service missions of all component institutions and agency of The Texas A&M University System.

1.2 The Project

The Texas A&M Health Science Center (TAM-HSC) plans to expand the TAM-HSC Bryan Campus by building a new research facility adjacent to the existing Medical Education and Research Building 1 on the Bryan/College Station campus. The new facility is comprised of two parts: (1) construction of a new Medical Research and Education Building 2 (MREB-2) and (2) the construction of two additional levels and completion of the shell space in the lower level of the MREB-1 Expansion, in Bryan, Texas. The overarching goal of the new research facilities is to support TAM-HSC research programs into the future.

The scope of the spaces to be included in this project include Research Labs, Lab Core Facilities, Offices, Health and Wellness Spaces, Vivarium expansion and other support spaces and circulation. In addition, the existing BSL3 Suite will be expanded into the third floor of the MREB Annex (Above the Gross Anatomy Lab). The proposed new facility will be a four story building. New space is also proposed to be constructed above the existing Gross Anatomy Lab. A Central Plant expansion is also planned that will include new chillers, boilers and associated equipment. A generator relocation is also a part of the proposed construction.

The total size of the facilities shall be a maximum of 175,000 Gross Square Feet.

The PROJECT is being developed under a Construction Manager at Risk (CMAR) project delivery method. The CMAR under contract for the PROJECT is Vaughn Construction. The architect of record is OmniPlan Architects along with FLAD as the associate design firm.

The Project Schedule key milestones are as follows:

Schematic Design Complete	April 2016
Design Development Complete	September 2016
GMP Approved	October 2016
BOR Approval for Construction	November 2016
Start Construction – Early Bid Package	December 2016
Construction Documents 100% Complete	March 2017
Substantial Completion	March 2019
Owner Occupancy	June 2019

1.3 SYSTEM Background

The Texas A&M University System is one of the largest systems of higher education in the nation, consisting of eleven universities (located in College Station, Prairie View, Stephenville, Kingsville, Commerce, Corpus Christi, Laredo, Texarkana, Canyon, San Antonio and Killeen), a health science center (located in College Station), seven state agencies (located statewide), two service units and a System Administrative Office (located in College Station).

The A&M System members educate more than 140,000 students and reach another 22 million people through service each year. With more than 24,000 faculty and staff, the A&M System has a physical presence in 250 of the state's 254 counties and a programmatic presence in every one. Externally funded research expenditures exceeded \$932 million to help drive the state's economy.

For additional information regarding the history of the A&M System and its members see the following link; <http://www.tamug.edu/about/history/>.

1.4 Performance Period

TAMUS, in its sole discretion, may enter into an agreement with a qualified RESPONDENT setting forth the RESPONDENT's willingness and availability to perform requested services. The agreement shall be effective as of the date that is agreed upon by TAMUS and the RESPONDENT until the 10th month warranty inspection is complete.

SECTION 2 INFORMATION FOR RESPONDENTS

2.1 General

The Texas A&M University System is soliciting submittals from qualified professional organizations, who specialize in providing commissioning services of superior quality at competitive pricing, under the direction of FP&C, as described in Section 3 – Scope and Qualifications, and for the PROJECT described in this RFQ.

This RFQ outlines requirements as specified in Section 3. Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in each RESPONDENT's cover letter.

This RFQ provides the information necessary to prepare and submit Qualifications for consideration by the Owner. Any project quotation provided must include the acknowledgement of all related specification sections and contract drawings. Each quote must clearly indicate the intended scope of work and any exclusion of specification requirements.

Each RESPONDENT selected shall have an excellent track record for providing the Services and shall agree to provide the Services to TAMUS with a top priority commitment.

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 TAMUS. All supporting documentation and manuals submitted with this submittal will become the property of TAMUS 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 zimmermann@tamus.edu. RESPONDENTS may not contact other individuals at TAMUS to discuss any aspect of this RFQ, unless expressly authorized by the TAMUS Procurement Office to do so. TAMUS will publish questions with responses according to the calendar below.

2.2 Calendar of Events *

Activity	Responsibility	Date
Release of Request for Qualifications	TAMUS	June 6, 2016
Deadline to Submit Questions	Respondent	June 13, 2016
Release of Response to Questions	TAMUS	June 15, 2016
Responses Due	Respondent	June 23, 2016
Selection of Qualified Respondent	TAMUS	TBD

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

2.3 Examination of the Request for Qualifications

Before submitting, each RESPONDENT will be held to have examined the TAMUS requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this 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 and Delivery of Submittals

All submittals must be received by TAMUS, no later than **2:00 p.m. Central Time, June 23, 2016**, in a sealed envelope or box marked **“RFQ01 FPC-16-017.”**

Submittals are to be submitted to:

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL SUBMITTAL TO:**

**The Texas A&M University System
Office of HUB & Procurement Programs
301 Tarrow, 3rd Floor Rm. 366
College Station, TX 77840
Attn: Jeff Zimmermann**

Late submittals will not be considered under any circumstances. Late submittals properly identified may be returned to RESPONDENTS unopened.

Telephone and/or facsimile (Fax) submittals are not acceptable under any circumstance.

2.5 Submission Components

The following documents are to be returned as part of your qualification submittal (Section 3). Failure to include these documents will be basis for response disqualification.

- ✓ Qualification Statement (Section 3.3)
- ✓ HUB Subcontracting Plan only if required (Section 2.9)
- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B)

RESPONDENT shall provide one (1) original, one (4) additional hard copies, and one (1) electronic copy of the complete RFQ response as specified above.

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response.

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all electronic copies.

Qualifications shall be a MAXIMUM of FORTY (40) printed pages. The cover, table of contents, and divider sheets do not count as printed pages.

Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.

Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

The Owner makes no representations of any kind that an award will be made as result of this RFQ, or Subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in the Owner's best interest.

Qualifications shall consist of answers to questions identified in Section 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.

PAGE SIZE, BINDING, DIVIDERS, AND TABS:

Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

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 Owner for evaluation.

Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

TABLE OF CONTENTS: Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

PAGINATION: Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.). The Respondent is not required to number the pages of the HUB Subcontracting Plan.

Submittal response package (envelope/box/carton) must indicate on the lower left-hand corner the respondent's company name and address, and the RFQ number and opening date.

Submittals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT's services, approach and ability to meet TAMUS' needs as stated in this RFQ.

2.6 Inquiries and Interpretations

Responses to inquiries that directly effect an interpretation or change to this RFQ will be issued in writing by addendum/amendment and posted on the Electronic State Business Daily (ESBD). All such addenda/amendments issued by TAMUS prior to the time that proposals are received shall be considered part of this RFQ, and each RESPONDENT shall consider and acknowledge receipt of such in the Execution of Offer.

Only those responses to inquiries that are made by TAMUS in a formal written addendum/amendment shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.7 Selection Process

TAMUS will base its selections on demonstrated competence, knowledge, and qualifications of each RESPONDENT.

The RESPONDENT selected will be those whose experience and qualifications, as presented in response to this RFQ, establish them, in the opinion of TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS 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 TAMUS.

TAMUS, at its sole discretion, may select as many firms as deemed to be in TAMUS' best interest to complete the reviews in a timely and effective manner. The RESPONDENT selected will be required to sign a services agreement with TAMUS.

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

The selection of the successful submission(s) may be made by TAMUS on the basis of the submissions initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful submission may be made by TAMUS on the basis of negotiation with some or all of the RESPONDENTS. TAMUS 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, TAMUS 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.

TAMUS reserves the right to check references prior to selection. Any negative responses received may be grounds for disqualification of the submission.

TAMUS 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.

2.8 Public Information Act

- (a) RESPONDENT acknowledges that TAMUS 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 RFQ, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon a TAMUS written request, RESPONDENT will provide specified public information exchanged or created under this RFQ that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMUS has a right of access.
- (c) RESPONDENT acknowledges that TAMUS may be required to post a copy of any Agreement executed as a result of this RFQ on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

2.9 The Texas A&M University System HUB Policy

It is the policy of the State of Texas and The Texas A&M University System (TAMUS) to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in TAMUS contracting and purchasing. Subcontracting opportunities are defined as those opportunities contracted with a vendor to provide services, supply commodities, or contribute toward completing work for a governmental entity.

Subcontracting opportunities are NOT anticipated for this RFQ and therefore a HUB Subcontracting Plan (HSP) is NOT required.

However, if a subcontractor will be used to provide any commodity or service as part of this scope, the Respondent WILL BE required to make a good faith effort and complete the state of Texas HSP. Complete the HSP as found at <http://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/> and submit it with the RFQ response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the vendor will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not

done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the vendor will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

In the event that you determine you will be using a subcontractor, please contact Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or jzimmermann@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFQ for review by Mr. Zimmermann.

SECTION 3

SCOPE AND QUALIFICATIONS

3.1 General

The Texas A&M University System is soliciting statements of qualifications for selection of a commissioning firm in accordance with the terms, conditions, and requirements set forth in this RFQ.

3.2 Services Required

The following is a list of components, equipment, and systems to be commissioned and commissioning services to be provided to support the achievement of minimum LEED Silver Certification: (The project will not be submitted for certification as a LEED project)

3.2.1 Systems

- Specific system components and final quantities will be determined based on actual construction documents when issued.
- Mechanical Systems
 - Chilled Water Distribution System: Pumps, Variable Speed Drives (VSD), vibration/sound attenuation devices, piping
 - Heating Hot Water Systems: Pumps, VSD drives, vibration/sound attenuation devices, piping
 - Air Handling Units: Variable Air Volume (VAV, AHUs, Single zone AHUs, Outside Air (OA) AHUs
 - Supply Air Terminal Units (testing up to 25%): Fan coil units, fan powered VAV boxes or constant volume terminal units, supply & exhaust air valves
 - Fans: Exhaust fans, supply fans, smoke exhaust fans, stairwell pressurization fans
 - Ductwork System – (Sampling of duct pressurization testing)
 - Fire and Smoke Dampers
 - Review and verify testing, adjusting and balancing activities and reports
 - Demand Control Ventilation Systems
- Electrical Systems
 - Medium voltage switchgear (Note 1: Include documentation by others only)
 - Medium voltage transformers (Note 1: Include documentation by others only)
 - Medium voltage power cable (Note 1: Include documentation by others only)
 - Power meters: (Note 1: Include documentation by others only)
 - Motor control centers
 - Low voltage conductors(Note 1: Include documentation by others only)
 - Low voltage switchgear(Note 1: Include documentation by others only)
 - Panel boards(Note 1: Include documentation by others only)
 - Bus ducts(Note 1: Include documentation by others only)

- Enclosed switches and circuit breakers(Note 1: Include documentation by others only)
- Enclosed controllers(Note 1: Include documentation by others only)
- Low voltage distribution transformers(Note 1: Include documentation by others only)
- Electric motors(Note 1: Include documentation by others only)
- Power factor correction systems(Note 1: Include documentation by others only)
- Surge protection devices(Note 1: Include documentation by others only)
- Emergency power supply system
- Automatic transfer switches
- Emergency lighting
- Daylighting / Occupancy sensors
- Instrumentation and control systems for stand-by emergency power system
- Life Safety Systems (Include documentation by others only)
 - Fire alarm / smoke system (witness a sampling of basic function, confirm functionality and coordination as related to commissioned system interfaces)
 - Fire protection system (controls and jockey pump distribution; witness and document fire protection / suppression systems testing by regulatory agencies)
- Plumbing Systems
 - Sump pumps
 - Domestic hot water system: domestic water heat exchanger, hot water circulating pump
- Special Building Systems
 - Laboratory water system (process cooling water, RO/DI water system, ultra-pure water system)
 - Vivarium related systems (cage washing, bedding disposal) (Note 1: Include documentation by others only)
 - Chemical fume hoods, laminar hoods, snorkels(Note 1: Include documentation by others only)
 - Bio-safety cabinets(Note 1: Include documentation by others only)
 - Security systems(Note 1: Include documentation by others only)
- Building Automation System (BAS) / Energy Management Systems including point-to-point confirmation of control cabling
 - Review control documentation for clarification of system installation
 - Review and monitor control systems documents throughout the project
 - Facilitate coordination of design intent
 - Review and monitor control system installation management
 - Point-to-point verification
 - Functional control sequence into function performance tests
 - Implement and manage owner's requirements for structure of control code
 - Translation of project control sequences into English language sequences for inclusion into program code
 - Oversee and approve initial and final control programs, coding, and algorithms, including scheduled and unscheduled progress review of control code installation throughout the project
 - Verify controllability
 - Verify functionality to support systems to/from controls system
 - Verify complete fire alarm/smoke control functionality as related to BAS
 - Document control including progress report, development and implementation of key verification document and Final Controls Commissioning Report
 - Review and monitor control system installation both from the field device installation and head end equipment

- Review and coordinate DCS programming graphical design and installation in accordance with TAMUS/TAMHSC standards
- Point-to-point (front end to field) verification of all I/O including verification of device calibration
- Verify new functional control sequences relating to all BAS systems including the existing components and software

3.2.2 Services

- Design Phase
 - Provide continuous review and updating, with the project design team, of the Design Intent Documents (based on the basis of design and the owner's requirements) for clarity and completeness, impact on the commissioning process, and to reflect actual final system configuration and intended operation.
 - Review Design Development (DD) documents prior to mid-construction document phase and back-check the review comments in the subsequent design submissions.
 - Develop and incorporate commissioning requirements (specification) in the project manual and construction documents.
 - Develop a project commissioning plan.
 - Prepare Commissioning Construction Documents (CDs) with systems capable of meeting the criteria established by the Owner's requirements and as documented in the basis of design and the Design Intent Document.
 - Support the project team by identifying and documenting the roles / responsibilities of a project Commissioning Team to include the Owner, Design Team, Program Manager, Construction Manager/Contractors, TAB Firm, BAS Firm and the Commissioning firm.
 - Attend selected coordination meetings throughout the design phases facilitated by the Design Team. Provide comments, input and commissioning expertise on discussion items that may have an impact on the commissioning process.
 - Suggest, assist with coordination, and help facilitate a controls integration meeting with the M / E / BAS, A/E, Owner and associated sub-contractors; discuss integration issues between equipment, systems and disciplines to ensure that controls / BAS "operational sequences" integration issues and responsibilities are clearly described in the CD documents.
- Bidding Phases: Attend up to three pre-bid meetings to assist the project team with an overview and Q&A session concerning the commissioning process. As requested, follow up with any required / written responses needed for addenda submissions.
- Construction Phase
 - Update the Design Intent Documents as necessary to reflect changes made during the construction phase.
 - Schedule, plan and make final preparation for functional performance testing during the Construction Acceptance Phase.
 - Verify that all systems to be commissioned are installed and functionally perform to meet the construction document requirements as established in the Design Intent Documents.
 - Back check Construction Documents Review comments for consistency with the Design Intent Documents
 - Review contractor submittals applicable to systems being commissioned for compliance with the Design Intent Documents and commissioning needs, concurrent with the Design Teams review. Communicate any comments to the A/E for their review and incorporation into their response to the submittal and shop drawings
 - Coordinate and direct the commissioning activities in a logical, sequential, and efficient manner using standardized protocols and forms, centralized documentation,

clear and regular communications and consultations with all necessary parties frequently updated timelines and schedules, and technical expertise.

- Coordinate commissioning work with the CM at Risk TAMHSC Chief Engineer and TAMUS Project Manager to ensure that commissioning activities are included in the master project schedule.
 - Conduct a commissioning Kickoff Meeting with TAMUS Project Manager, CM at Risk or contractor, appropriate sub-contractors, TAMHSC Engineering, TAB firm representatives and other campus operations personnel as deemed necessary by Owner. The intent of the meeting will be to present the commissioning process, specification requirements, test procedures, and scheduling.
 - Review and comment on any revisions to the Design Intent Documents prepared by the A/E.
 - Develop the draft and final project-specific “System Readiness Checklists” and “Functional Performance Test” forms, based on the current Design Intent Documents, system shop drawings, contractor submittals, requests for information (RFIs), construction changes and A/E supplemental instructions. Provide the forms to the CM at Risk or contractor for review and coordination purposes.
 - Conduct field observations.
- Construction Acceptance Phase
 - Provide the O&M staff with meaningful system documentation and manuals that will provide the information needed to understand and optimally operate the commissioned systems. Review the manuals and recommend for approval concurrently with the A/E, TAMHSC Engineering O&M staff.
 - Coordinate, facilitate and document the contractor training of the TAMHSC O&M staff in the design intent and proper operation of the equipment and installed systems.
 - Review, recommend and assist with coordinated training plans provided by contractors. Provide a 25% randomly selected sampling attendance at contractor implemented training sessions to verify that training has been completed and meets the overall intended outline and intended training value.
 - Document the commissioning process for future reference and use by the O&M staff.
 - Plan, participate in, and direct various commissioning planning progress meetings conducted in conjunction with periodic construction progress meetings.
 - Conduct field observations.
 - Review air and water systems balancing by spot testing, reviewing completed reports, and by random direct site observations.
 - Direct, witness, document and approve all “Functional Performance Tests” implemented by the CM at Risk or contractor.
 - Document all deficiencies identified during the Functional Performance Testing by developing, monitoring, and periodically submitting a Corrective Action Report Log. Deficiencies noted during Functional Performance Testing will be communicated to the CM at Risk or Contractor and the Owner on a daily basis so that corrective actions may be implemented quickly.
 - Once corrective actions are completed by contractors, coordinate and document all retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm (when affected) and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction, check listing by the installing contractors and spot-checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitor data to verify performance.
 - Verify that deferred testing (if required) is conducted as specified or required to address the overall system level and functional requirements. The commissioning

firm will witness, document the process and verify that testing documentation is obtained and entered into the final Commissioning Record and O&M manuals.

- Compile and maintain organized and complete commissioning records.
 - Prepare and submit a final commissioning report to TAMUS that includes but is not limited to the following:
 - An executive summary of the commissioning process and verification results.
 - A detailed section that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - Verify that copies of executed Pre-Functional Checklists, Functional Performance Tests, and Integrated System Tests are provided.
 - Copies of Corrective Action Reports, logs and final deposition.
 - Equipment installation / start-up plans.
 - Functional Performance Testing results for each system commissioned.
 - Verify integration of the documentation from third-party confirmation of building structure.
 - Documentation of the TAB related coordinated process and results.
 - Training materials utilized during the contractor lead training sessions.
 - All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc., shall also be listed. Each noncompliance issue shall be referenced to the specific functional test, inspection, trend log, etc., where the deficiency is documented.
 - A benchmark matrix of system performance for reference during the warranty phase.
 - Verify that copies of issued logs, commissioning plan, progress reports, submittal and O&M manual reviews, training records, test schedules, construction checklists, pre-installation, start-up reports and functional trend log analysis are included.
- Warranty / Operational Phase:
 - Assist with the organization and attend a 10th month warranty period systems review meeting. Assist with determining current issues with commissioned systems and provide recommendations to the O&M staff for corrective actions.

3.3 Requirements for Qualification

RESPONDENTS SHALL CAREFULLY READ THE INFORMATION CONTAINED IN THE FOLLOWING CRITERIA AND SUBMIT A COMPLETE STATEMENT OF QUALIFICATIONS TO ALL ITEMS IN THEIR AREA OF COMMISSIONING EXPERTISE. RESPONSE SHALL BE FORMATTED AS DIRECTED. INCOMPLETE QUALIFICATIONS MAY BE CONSIDERED NON- RESPONSIVE AND SUBJECT TO REJECTION.

3.3.1 RESPONDENT's Statement of Qualifications and Availability to Undertake the Services (Maximum of two (2) printed pages per question):

- Provide a statement of interest for the project including a narrative describing the Company's qualifications and certifications pertaining to commissioning services.
- Provide a statement on the availability and commitment of the Company and named assigned personnel to undertake the work.
- Provide a brief history of the Company.
- Provide an Organization Chart.

- Provide resumes of key personnel and the names of those employees who will be assigned to the work. Limit resumes to two (2) pages per person.
- Address the ability to perform the “Scope of Services”. In particular, discuss the firm’s ability to commission the following:
 - Commissioning a new chiller in an operating CP
 - Commissioning of an expansion to an operating BSL3 laboratory. This shall include the firm’s ability to develop fault testing sequences that will amend the current fault testing sequence developed by the TAMHSC staff over the last 5 years.
 - Commissioning of an expansion to an operating Vivarium.
 - Commissioning of a major expansion to an operating DDC Control System without disruption of service to the operating portion(s) of the facility.

3.3.2 RESPONDENT’s Background

- Is the VENDOR 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.
- Provide any details of all past or pending litigation or claims filed against the VENDOR that would affect the VENDOR’s performance under a Contract with TAMUS.
- Is the VENDOR 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.
- Does any relationship exist by relation, business association or any other such kinship between the VENDOR and any A&M System employee, officer or Regent? If so, please explain.
- 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 RESPONDENT’s Team Profile

- Organization of commissioning team and proposed method for accomplishing the commissioning.
- Include the functional relationships between various personnel and consultants (if used) making a typical project team.
- Describe how the commissioning team would propose to interact with the Owner, architectural/engineer (A/E) design team, general construction contractor and testing & balancing firm.

3.3.4 Previous Experience

List a minimum of five (5) projects for which you have provided commissioning services. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location and description.
- Final cost, including Change Orders.
- Project size.
- Type of construction (new, renovation or expansion)
- Description of services the firm provided for the project.
- Name of Project Manager of the company’s individual responsible to the Owner for the overall success of the project.
- Name of the individual responsible for coordinating the day-to-day-work.

References (for each project listed above, identify the following):

- The Owner's name and representative who served as the day-to-day liaison during for the project, including telephone number.
- The Architect or Engineer for the project.
- The contractor for the project.
- Length of business relationship with the Owner. References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ process.

References shall be considered relevant based on specific project participation by the RESPONDENT. TAMUS may contact references during any part of this process. TAMUS reserves the right to contact any other references at any time during the RFQ process.

3.3.5 Ability to Identify Problems

- Describe your understanding of any administrative challenges and opportunities associated with commissioning services for The Texas A&M University System on this project and your strategy for resolving these issues.
- What do you perceive are the critical issues for providing commissioning services?
- Describe how you plan to develop and communicate scope and pricing in a form that will quickly facilitate the Owner's decision making.
- For any three (3) of the projects listed in response to Criteria 1.3, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your company used to resolve those conflicts.

3.3.6 Affirmative Action Plan

RESPONDENTS are to provide details of the firm's affirmative action plan. Such a plan will be reviewed by the A&M System's Office of Equal Opportunity, Policy Development and Analysis (EOPDA) and must address the recruitment, selection, and advancement of such persons.

Note: Special consideration will be given to the firm who can form a joint venture, or other similar relationship, with a minority-owned firm or individual for the purpose of providing a portion of the services. The submittal should describe the relationship and nature of the duties to be performed by the minority-owned firm. See Section III, X for reporting requirements.

3.4 Payment for Services

- 3.4.1 All invoices must reference a purchase order number.
- 3.4.2 A single invoicing format may be submitted.
- 3.4.3 Interim invoices are to be sent to FPC. The invoices must include a summary of commissioning services performed along with a summary of testing hours; by staff level and by major commissioning areas. The invoices will be paid upon approval by FPC in accordance with a billing schedule agreed to in advance.
- 3.4.4 Final payment for each commissioning service will be made within 30 days of receipt of a final invoice if the financial reports and management letter have been received and accepted by the SYSTEM.
- 3.4.5 Upon qualification and selection, the commissioning firm will be required to provide fees for the services described within this RFQ. From those fees, a methodology will be used to

determine the standard rates. Reimbursement for business related travel, lodging and meal expense will be done according to the State of Texas rates, rules, and regulations.

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 TAMUS and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

4.2 Insurance

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

Insurance:

<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 TAMUS. 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.

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.))]

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

- 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 this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, 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 this Agreement.

E. PROVIDER will deliver to TAMUS:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER 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 and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. 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 TAMUS at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to TAMUS ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by TAMUS prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following TAMUS contact in Section 4.

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

4.3 Miscellaneous

- 4.3.1 **Indemnification.** PROVIDER agrees to indemnify and hold harmless TAMUS from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.
- 4.3.2 **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TAMUS. TAMUS will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMUS relative to conduct on its premises.
- 4.3.3 **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- 4.3.4 **Severability.** If any provisions of this 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 this Agreement, as modified, enforceable,

and the remainder of this 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.

- 4.3.5 **Governing Law.** The validity of this Agreement and all matters pertaining to this 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.
- 4.3.6 **Non-Discrimination.** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status or handicap 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, VENDORS certify that they will conform to the provisions of the Federal Civil Rights Action of 1964, as amended.
- 4.3.7 **Immigration Reform and Control Act of 1986.** By submitting a state of qualification, the VENDORS 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.
- 4.3.8 **Debarment Status.** By submitting a statement of qualification, VENDORS 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.
- 4.3.9 **Vendor Liability.** The VENDOR 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 VENDOR's employees.
- 4.3.10 **Early Termination.** The A&M System shall have the right to terminate the contract with the VENDOR without penalty after the A&M System's (30) days written notice of termination to the VENDOR under the following circumstances:
1. Default of VENDOR - It shall be considered a default whenever the VENDOR 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 VENDOR of the obligation to deliver and/or perform prior to the effective date of cancellation.

- 4.3.11 **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 VENDOR 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.

- 4.3.12 **Publicity.** VENDORS 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.

- 4.3.13 **Ownership of Documents.** Upon completion or termination of any contract agreement, all documents prepared by the VENDOR 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 VENDOR.

- 4.3.14 **Cancellation by VENDOR.** VENDOR must provide a minimum of ninety (90) 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:

TAMUS: The Texas A&M University System
301 Tarrow St., Suite 361
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

EXHIBIT A**EXECUTION OF OFFER****RFQ01 FPC-16-017****DATE:**

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) 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 2155.006, 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 should give Payee Identification Number (PIN) (Formally Vendor ID), full VENDOR name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

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)

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

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 TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Qualifications by said TAMUS, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing 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 TAMUS.

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

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, has a direct or indirect financial interest in the award of this 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 _____, 2015.

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

_____. My commission expires: _____

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