



**THE TEXAS A&M UNIVERSITY SYSTEM
OFFICE of HUB & PROCUREMENT PROGRAMS**

**REQUEST FOR QUALIFICATIONS
UTILITY AND ENERGY SYSTEM MASTER
PLANNING FOR MEMBER INSTITUTIONS**

RFQ NUMBER RFQ01 RISK-14-004

**QUALIFICATIONS MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on August 14 , 2014**

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

**The Texas A&M University System
The Texas A&M University System Building
System Office of HUB & Procurement Programs
301 Tarrow 3rd Floor
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 proposals 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 proposal details will only be divulged after the award, if one is made.

REFER INQUIRIES TO:

**Jeff Zimmermann, Director
The Texas A&M University System
HUB & Procurement Programs
979-458-6410
email: jzimmermann@tamu.edu**

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. VENDORS responding to this proposal are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and the SYSTEM accepts, in writing, the information as proprietary. Notwithstanding the foregoing, the SYSTEM is subject to the Texas Public Information Act.

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SECTION 1 – INTRODUCTION

1.1 SCOPE

The Texas A&M University System (TAMUS) is requesting qualifications (RFQ) from firms with an established history of expertise and qualifications to develop utility and energy system master planning (Utility Master Plan) for System members on a multi-year basis. Candidates for producing a Utility Master Plan for member institutions must have the skills, abilities, and previous experience to include 1) present creative solutions for developing the utility infrastructure to meet future requirements, 2) evaluate existing utility and energy system infrastructure and identify replacement schedules and costs, and 3) identify strategies for improving the manageability of future utility costs, all within the framework of long-term sustainability and adherence to sound engineering and environmental principles.

This RFQ is the first step in a 2-step process intended to identify firms having applicable skills, abilities, and direct project-related experience to create a Utility Master Plan.

The evaluation criteria for analyzing the responses to this RFQ will be based solely on the skills, abilities, and direct project-related experience of the firms choosing to submit information. TAMUS will develop a list of qualified firms that will be invited to participate in the proposal phase.

A short list of qualified firms will be invited to submit proposals in Phase 2 of this process. Selected firms will be given the opportunity to negotiate with TAMUS based on the required Scope of Work. Qualified firms may be asked to develop partnerships with other qualified firms for the purposes of responding to a RFQ to implement any portion of the Utility Master Plan projects.

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

1.2 Background

TAMUS 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), seven state agencies (located statewide), two service units (both in College Station), and a health science center (located in College Station).

TAMUS members educate more than 131,000 students and reach another 22 million people through service each year. With more than 28,000 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. In 2012, externally funded research expenditures exceeded \$783 million to help drive the state's economy.

TAMUS—although not officially recognized as such until 1948—got its start in 1876, with the establishment of the state's first public college, the land-grant Agricultural and Mechanical College (A&M) in College Station. In addition to A&M College (now Texas A&M University), the Texas Legislature created a branch college at Prairie View (now Prairie View A&M University), which opened in 1878. John Tarleton College at Stephenville (now Tarleton State University) joined the

A&M System in 1917. Tarleton State University–Killeen, an upper-level institution offering bachelor and master’s degrees, was established in Killeen in 1999.

The Galveston Marine Laboratory joined with the Texas Maritime Academy in the 1960s to form Texas A&M University at Galveston, Texas A&M’s marine studies branch. Texas A&M University at Qatar was established in 2003 to bring engineering programs and research to the Gulf Region by establishing a branch campus in an area called Education City in Doha, Qatar. Education City is a 2,400-acre multi-university campus housing various American universities.

In 1989, TAMUS increased its presence in South Texas with the addition of Texas A&M International University (formerly Laredo State University) in Laredo, Texas A&M University – Corpus Christi (formerly Corpus Christi State University) and Texas A&M University – Kingsville (formerly Texas A&I University). The Texas A&M University – Kingsville System Center-San Antonio, which offers bachelor and master’s degrees, was opened in 2000. In 1990, West Texas State University in the Texas Panhandle city of Canyon joined the A&M System, changing its name to West Texas A&M University in 1993.

In 1996, three other institutions joined the A&M System: Baylor College of Dentistry in Dallas and two former East Texas State University campuses, now Texas A&M University – Commerce and Texas A&M University – Texarkana.

In 2009, two new institutions were created and added to TAMUS: Texas A&M University – San Antonio and Texas A&M University – Central Texas.

The Texas A&M Health Science Center, established in 1999, comprises the Baylor College of Dentistry in Dallas, the Institute of Biosciences and Technology in Houston, the Graduate School of Biomedical Sciences, the School of Rural Public Health on the Texas A&M campus in College Station, and the College of Medicine in College Station, Round Rock and Temple.

TAMUS’ first state agency reflected its agricultural heritage and mission. Established by the Texas Legislature in 1887 under the federal Hatch Act, Texas A&M AgriLife Research continues to represent a unique state-federal partnership in agricultural research. Texas A&M AgriLife Extension grew out of the agricultural initiatives of Texas A&M University under the provisions of the Smith-Lever Act of 1914, which provided for cooperative agricultural extension work between Texas land-grant colleges and the United States Department of Agriculture. The Texas A&M Forest Service was established in 1914 to develop and protect the forested areas of Texas.

The Texas A&M Engineering Experiment Station was also created in 1914 with a research and technology transfer mission for the field of engineering. The Texas A&M Engineering Extension Service was established five years later with a charge to help develop a highly skilled workforce through technical and vocational training. The Texas A&M Transportation Institute, created in 1950, conducts highway safety and other transportation-related research.

1.3 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of TAMUS establishing a contractual relationship with any RESPONDENT:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to TAMUS in a timely, cost effective manner. TAMUS is

seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven techniques and established metrics.

- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful project as determined by TAMUS.
- (c) *Delivery Efficiency as it Relates to Total Costs.* RESPONDENT must demonstrate its ability to deliver the required services in a cost-effective and timely manner while not sacrificing the quality required by a Tier I research system.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required services. At a minimum, the RESPONDENT shall provide the two most current audited financial statements.

1.4 Performance Period

Should TAMUS, 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 TAMUS and successful RESPONDENT(s). TAMUS anticipates that the initial term of such Agreement will extend for three (3) years, with the option to renew for up to an additional one (1) three-year term upon mutual agreement. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful RESPONDENT(s).

SECTION 2- INSTRUCTION FOR RESPONDENTS

TAMUS is soliciting submittals from qualified firms, hereafter referred to as RESPONDENT(s) and/or VENDOR(s), to develop utility and energy system master planning (Utility Master Plan) for System members on a multi-year basis. Candidates for producing a Utility Master Plan for member institutions must have the skills, abilities, and previous experience to include 1) present creative solutions for developing the utility infrastructure to meet future requirements, 2) evaluate existing utility and energy system infrastructure and identify replacement schedules and costs, and 3) identify strategies for improving the manageability of future utility costs, all within the framework of long-term sustainability and adherence to sound engineering and environmental principles.

This RFQ outlines requirements as specified in the 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 the RESPONDENT's cover letter.

The RESPONDENT selected shall have an excellent track record for providing these services relative to the size and scope of TAMUS and shall agree to provide these 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, vendors 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 of 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, at the time of submission, and agreed to, in writing, by TAMUS.

All technical questions concerning this RFQ are to be directed to Jeff Zimmermann, Director, HUB & Procurement, in writing, at jjzimmermann@tamu.edu. RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFQ, unless expressly authorized by the Procurement Office to do so. Questions regarding the RFQ, including questions for more data or information beyond that included in this RFQ and attachment, should be presented in writing. **Deadline for submission of questions is July 28, 2014.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

2.1 Calendar of Events *

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Release of Request for Qualifications	TAMUS	7-18-14

Deadline to Submit Questions	RESPONDENT	7-28-14
Release of Response to Questions	TAMUS	7-31-14
Qualifications Due	RESPONDENT	8-14-14
Evaluation of Qualifications	TAMUS	8-25-14
Selection of Respondent	TAMUS	8-29-14

* 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.

2.2 Examination of the Request for Proposal

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."

2.3 Submittal Instructions and Delivery of Submittals

All submittals must be received by TAMUS, no later than **2:00 p.m. Central Time, August 14, 2014**, in a sealed envelope or box marked **"RFQ01 RISK-14-004, Utility Master Planning."**

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
College Station, TX 77840
Attn: Jeff Zimmermann**

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

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

2.4 Proposal Components

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

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ HUB Subcontracting Plan (Only If Applicable, See Section 2.7)

RESPONDENT shall provide one (1) original copy, and one (1) electronic copy of the complete RFQ response as specified above. Note: The electronic copy shall be combined in a single file.

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.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc. Electronic submittals must indicate the RESPONDENT's company name, the RFQ number and opening date.

NOTE: The original signature on the ONE (1) hard copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm under a contract.

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 service, approach and ability to meet TAMUS' needs as stated in this RFQ. Schedules and Exhibits must be clearly identify and define.

2.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by addendum/amendment eight (8) day before the due date and posted to 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 the RFQ, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal.

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

2.6 Selection Process

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal, give preference to a consultant whose principal place of business is in the state or who will manage the consulting contract wholly from an office in the state.

The RESPONDENT selected will be the one who's 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 submissions at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should TAMUS determine in its sole discretion that only one RESPONDENT is fully qualified, or that one vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that RESPONDENT. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's submittal as negotiated.

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

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

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

TAMUS reserves the right to accept or reject any, part or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, award to multiple RESPONDENTS, or to make the award to the most responsive RESPONDENT.

TAMUS reserves the right to select the most qualified RESPONDENTS to present their qualifications during an interview.

2.7 The Texas A&M University System HUB Policy and HUB Subcontracting Requirements

It is the policy of TAMUS to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in TAMUS contracting and purchasing.

2.7.1 HUB Subcontracting Plan (Required if Subcontractors will be used during Services)

Subcontracting opportunities are not anticipated for this RFQ; therefore, a HUB Subcontracting Plan (HSP) is NOT required. In the event that the RESPONDENT determines a subcontractor(s) will be used, the RESPONDENT WILL BE required to make a good faith effort and complete the State of Texas HUB Subcontracting Plan found at - <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

FAILURE TO SUBMIT A COMPREHENSIVE, ACCEPTABLE HUB SUBCONTRACTING PLAN (only if subcontractors will be used by the RESPONDENT for these services) WILL BE CONSIDERED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE RFQ AND WILL RESULT IN REJECTION OF THE RESPONSE.

Please contact the A&M System's HUB Director, Mr. Jeff Zimmermann, at jzimmermann@tamu.edu for assistance with completion of requirements as stated.

SECTION 3 - SCOPE OF WORK

3.1 Introduction

TAMUS is requesting qualifications (RFQ) from firms with an established history of expertise and qualifications to develop utility and energy system master planning (Utility Master Plan) for System members on a multi-year basis. Candidates for producing a Utility Master Plan for member institutions must have the skills, abilities, and previous experience to include 1) present creative solutions for developing the utility infrastructure to meet future requirements, 2) evaluate existing utility and energy system infrastructure and identify replacement schedules and costs, and 3) identify strategies for improving the manageability of future utility costs, all within the framework of long-term sustainability and adherence to sound engineering and environmental principles.

3.2 Requirements

RESPONDENTS considered for this program must have verifiable experience producing a Utility Master Plan for campuses similar in size and complexity. RESPONDENT' experience must include examples of a Utility Master Plan that:

- is coordinated and aligned with the campus Academic Master Plan and the Campus Sustainability Plan;
- focus on identifying operational and functional issues with the existing utility infrastructure and future loads proposed by the Campus Master Plan.
- provide recommendations for improvements and develop conceptual designs for projects that will expand the utility infrastructure systems to meet the campus' needs;
- provides alternatives which ensures that the Campus is able to meet its needs for reliable and economic energy distribution including, but not limited to, steam, chilled water, heating hot water, and electricity;
- provides incremental capacity for campus growth from reductions to demand created by efficiency improvement and loss reduction;
- reduces energy consumption in the campus buildings and improves operating efficiency;
- minimizes energy losses in the distribution system;
- maximizes system and fuel use efficiency;
- reduces carbon dioxide emissions through the above efficiency gains, considering the use of cogeneration and a possible renewable energy component;
- positions TAMUS as a model of sustainable energy management and use of life-cycle economics.

3.3 Contract Deliverables

TAMUS requires that RESPONDENTS for this RFQ must have verifiable experience to focus on two levels of engagement:

1. Identifying operational and functional issues with the existing utility and energy system infrastructure and future facilities proposed by the Campus Master Plan and provide recommendations for improvements and develop conceptual designs for projects that will expand the utility infrastructure systems to meet the campus' needs. This scope of work will fully leverage and amend the most recent Utility Master Plan if one exists on the campus. Utility production and distribution systems will be closely evaluated to consider age, condition, and capacities with recommendations provided to effectively meet projected campus loads.
2. Provide the campus with a "road-map" for future building renovation and construction as

well as identification of high priority demand-side energy and water conservation measures such as such as server room consolidation and efficient space utilization. This will also include an outline of sustainable energy management approaches to IT infrastructure, procurement and construction/renovation that could be adopted by the University to operate the entire campus at the highest levels of energy productivity and environmental compliance. The Utility Master Plan will present an implementation strategy to change utility consumption patterns which will lay the foundation for integrating aspects of the overall program.

3. Engineering services and technical support to provide oversight, inspection, and verification of utility infrastructure and energy efficiency improvement projects.

3.5 Statement of Qualifications

RESPONDENTS to this RFQ must demonstrate world-class expertise in utility production and energy supply issues, analysis of district energy systems, utility management, and efficient construction and operation of buildings.

RESPONDENTS having offices in Texas and have been in business in Texas for at least 5 years are preferred. Firms who cannot meet the Texas office requirement are encouraged to partner with Texas firms for professional services including architectural, mechanical, electrical, telecommunications, civil, surveying, contract document preparation, and construction administration, when applicable.

Corporate Qualifications and Experience

Describe your firm's capabilities for undertaking an integrated Utility Master Plan. If your firm has multiple offices, provide capabilities and experience of the location that will be assigned to this project. Describe in detail the experience and capabilities with respect to:

- Identification and evaluation of utility and energy system infrastructure capacities and forecast future requirements based upon a growing campus with aging infrastructure
- Ability to leverage energy and water meters and data systems to impact energy conservation
- Space use optimization, including IT server room consolidation
- Documentation and implementation of energy efficient and sustainable practices in procurement, maintenance and new construction.
- Identification and implementation of energy conservation measures (ECM's)
- Identification and implementation of water conservation measures
- Project development, engineering, and design services
- Energy modeling of buildings and utility distribution systems
- Building Information Modeling (BIM)

Your response to this section must include details of your integrated Utility Master Planning experience including number of years delivering these services, the number and size of the projects you have completed, and your firm's financial condition.

Management Plan

Describe who in your organization will be involved in the many aspects of this project. Your response must include personnel directly involved in institutional building systems analysis (architectural, mechanical, electrical, etc.), project management, systems design engineering, preparation of financial analyses, energy modeling, construction management, and transition from proposal through construction. Provide resumes of key individuals, highlighting their experience with those projects mentioned in the previous section. Include all professional registrations and special certifications.

In addition to in-house staff personnel assigned to this project, list the major subcontractors you will bring to the project team and describe the scope of services they will provide.

Demonstrated Ability

Describe the five most significant integrated utility infrastructure and/or energy system master plan projects you have recently completed. Include in your project description the following information:

- client name and address
- client contact person including title, address, and phone number
- project title and description
- proposed schedule and actual schedule followed during implementation
- total project cost

Project Approach

Clearly define the project approach for all major aspects of the master plan project including, but not limited to the following:

- Project engineering. Describe your expected methodology and approach to project engineering.
- Obligations of TAMUS. Describe what is expected from the campus during the term of this program.
- Agreements between your firm and TAMUS. Outline the major components, requirements and obligations of each party to provide the Utility Master Plan.
- Added value to TAMUS. TAMUS will select master planners that best address overall goals and objectives. Summarize the added value you provide to TAMUS including how TAMUS student interns might be utilized on this project.

Sample Integrated Utility Master Plan

Submit a Utility Master Plan, including formulae and calculations that have been performed by your firm on facilities similar to those on the TAMUS campuses. This can be submitted in an appendix, and can be in electronic format.

3.6 Company References

RESPONDENTS should provide four references, two of which should be for institutions of higher education that similar services have been conducted. References should include contact information, time frame of the assessment, and a brief summary of the assessment. Please use the following template:

Client Reference Number One	
Company Name:	
Contact Person Name and Title:	
Contact Phone Number:	
Contact E-mail:	
Managed Services Provided:	
Length of Relationship:	
Summary of Services Provided	

SECTION 4 - GENERAL TERMS AND CONDITIONS

A. Terms and Conditions

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

This RFQ in no manner obligates TAMUS to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by TAMUS without penalty or obligation at any time prior to the signing of a contract.

The RESPONDENT must include a formal copy of any RESPONDENT terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the TAMUS Office of General Counsel are essential prior to the execution of the contract. In the event the RESPONDENT does not supply terms and conditions with their submittal, the TAMUS terms and conditions will govern this transaction.

B. Payment for Services

Payments will be made monthly upon submittal of RESPONDENT's invoice(s) and approval of the Payment Voucher(s) on State Funds, or of RESPONDENT's invoice(s) on Non-State Funds that is (are) received. TAMUS shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment. A single invoicing format may be submitted.

All payments shall be made by electronic direct deposit. The selected RESPONDENT (s) will be required to complete and submit to TAMUS a Direct Deposit Authorization form prior to the first payment request. The form can be accessed at www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.

Reimbursement for business related travel, lodging and meal expense will be done according to the State of Texas rates, rules, and regulations (<http://www.window.state.tx.us/procurement/prog/stmp/>). RESPONDENT is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the RESPONDENT be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly.

C. Governing Law

RESPONDENT agrees that, in the event of a dispute, laws of the state of Texas will prevail.

D. Non-Discrimination

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

E. Immigration Reform and Control Act of 1986

By submitting a state of qualification, the RESPONDENTs certify 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, as amended.

F. Debarment Status

By submitting a statement of qualification, RESPONDENTs certify 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.

G. Indemnification and Hold Harmless

The RESPONDENT shall defend, indemnify and hold harmless TAMUS, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under the contract.

H. RESPONDENT Liability

The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.

I. Early Termination

TAMUS shall have the right to terminate the contract with the RESPONDENT without penalty after thirty (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 TAMUS 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 TAMUS

Termination of the contract services is construed by TAMUS to be in its best interest for serving the community and its 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.

J. Cancellation of Contract by RESPONDENT

RESPONDENT 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:

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

K. RESPONDENT Payment/Billing Terms

Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the Chancellor's Office.

L. Civil Rights Requirements

All RESPONDENTS must comply with applicable civil rights laws.

M. Non-Collusion Clause

The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as a part of the RESPONDENT's submittal.

N. Entire Agreement

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

O. Severability

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

P. Modification of Service

TAMUS 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 TAMUS in writing.

Q. 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 TAMUS.

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

R. Independent Contractor

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

S. Confidentiality

In accordance with the Texas Public Information Act, Submittals could be subject to public review after the contracts have been executed. RESPONDENTS responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and TAMUS accepts, in writing, the information as proprietary.

Information created, derived, or otherwise produced by RESPONDENT shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which RESPONDENT believes is confidential under Texas law will be clearly designated as such by RESPONDENT. In the event the A&M System receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

T. Ownership of Documents

Upon completion or termination of any contract, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.

U. INSURANCE

The RESPONDENT shall obtain and maintain, for the duration of this project 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 and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the RESPONDENT under this Agreement. The RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The RESPONDENT 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. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Insurance must be carried to at least the following minimum amounts:

<u>Coverages</u>	<u>Limit</u>
A. Worker's Compensation*	
Statutory Benefits (Coverage A)	Statutory
Employer's Liability (Coverage B)	\$500,000 Each Accident
	\$500,000 Disease/Employee
	\$500,000 Disease/Policy Limit
<i>* If this coverage is no any reason waived, the contractor, employees thereof, and sub contractors must sign a hold harmless and indemnification agreement.</i>	
B. Automobile Liability	
Owned Vehicles \$1,000,000	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000
C. Commercial General Liability	
Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Products / Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to Premises	\$ 100,000
Medical Payments	\$5,000
D. Professional Liability	\$1,000,000

Additional Endorsements

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.

RESPONDENT will provide certificates indicating such insurance is in force and effect within ten (10) working days after full execution of this Agreement, and such certificates must state that TAMUS will be notified in the event of cancellation of coverage. Failure to maintain insurance coverage as described above will be considered a default under this Agreement.

V. 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 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 Chief Financial Officer for TAMUS, who shall examine RESPONDENT's claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.

W. VENUE

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

X. STATE AUDITOR'S OFFICE

RESPONDENT understands that acceptance of funds under this 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.

Y. RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.

EXHIBIT A

EXECUTION OF RESPONSE TO REQUEST FOR QUALIFICATIONS

RFQ01 RISK-14-004

DATE: August 5, 2014

In compliance with this RFQ, and subject to all the conditions herein, the undersigned 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 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 firm 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: _____

<p>* 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)</p>
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<p>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.</p>
