



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

## **Request For Qualifications for Testing and Air Balancing Services**

**RFQ NUMBER: RFQ01 FPC-16-004**

**SUBMITTAL MUST BE RECEIVED BEFORE:  
2:00 P.M. Central Time on February 12, 2016**

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

**The Texas A&M University System  
Office of HUB & Procurement Programs  
301 Tarrow, 3<sup>rd</sup> 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, if one is made.

### REFER INQUIRIES TO:

Jeff Zimmermann, Director  
The Texas A&M University System  
Office of HUB & Procurement Programs  
[jzimmermann@tamus.edu](mailto: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 2.7 for more information regarding public information.

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## SECTION 1 GENERAL

### 1.1 Scope

The Texas A&M University System (TAMUS or A&M System) is soliciting statements of qualifications from vendors with an established history of expertise and qualifications for testing and air balancing (TAB) services.

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

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

By submitting a response, each RESPONDENT certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and the amount of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed.

### 1.2 About the A&M System

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) and a System Administrative Office (located in College Station).

The A&M System members educate more than 131,000 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. In 2012, externally funded research expenditures exceeded \$820 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.tamus.edu/about/history/> .

### 1.3 Priorities/Expectations

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to all TAMUS members in a timely, cost effective manner. TAMUS is seeking a RESPONDENT(s) that will ensure the provision of such quality in its delivery of service through proven techniques and established practices.
- (b) *Level of Experience and Expertise.* 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.* RESPONDENT must demonstrate its ability to deliver the required services in a timely manner while not sacrificing the quality required by a Tier I research System.

## 1.4 Performance Period

The intention of this RFQ is to qualify vendors to be included in a pool for the services defined in this RFQ. Should 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 two (2) one-year terms, providing all parties mutually agree on the extension. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful RESPONDENT.

## SECTION 2 INSTRUCTION FOR RESPONDENTS

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

TAB services will typically be provided under the general supervision of the A&M System Office of Facilities Planning and Construction (FP&C). However, the individual System Members also have authority to utilize the master agreement for these services to directly contract for and manage construction projects.

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(s) selected shall have an excellent track record for providing these services relative to the size and scope of TAMUS projects and shall agree to provide these services to TAMUS with a top priority commitment. TAMUS may select as many RESPONDENTS as needed to ensure coverage throughout the State of Texas at the various System members' locations.

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

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

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

Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to TAMUS. All supporting documentation and any manuals submitted with this submittal will become the property of TAMUS unless otherwise requested by the RESPONDENT. Refer to Section 2.7 for additional information regarding public information.

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](mailto:zimmermann@tamus.edu). RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFQ, unless expressly authorized by the

A&M System Procurement Office to do so. TAMUS will publish questions with responses according to the calendar below.

## 2.1 Calendar of Events \*

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Release of Request for Qualifications	A&M System	January 27, 2016
Deadline to Submit Questions	Respondent	February 2, 2016
Release of Response to Questions	A&M System	February 4, 2016
<b>RFQ Responses Due</b>	<b>Respondent</b>	<b>February 12, 2016</b>
Selection of Qualified Respondents	A&M System	by April 1, 2016

\* 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, February 12, 2016, in a sealed envelope or box marked "RFQ01 FPC-16-004 Qualifications for Testing and Air Balancing Services".

**Responses 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, 3<sup>rd</sup> 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 RESPONDENT unopened.

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

### Submittal Format:

- 2.3.1 Qualifications shall be a MAXIMUM of twenty five (25) printed pages. The cover, table of contents, divider sheets, and the Exhibits do not count as printed pages.
- 2.3.2 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.
- 2.3.3 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the A&M System for evaluation.
- 2.3.4 Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.
- 2.3.5 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

## **2.4 Proposal Components**

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

- ✓ Requirements for Qualification (Section 3.3)
- ✓ HUB Subcontracting Plan (Section 2.8)
- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Service Location Matrix (Exhibit B)

**RESPONDENT shall provide one (1) original hard copy, one (1) additional hard copy, 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. Image files are 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.

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

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 service, approach and ability to meet TAMUS' needs as stated in this RFQ.

## **2.5 Inquiries and Interpretations**

Responses to inquiries which 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). It is the responsibility of all REPDONDENTS to obtain this information in a timely manner. 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/amendments 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 of the RESPONDENT.

The RESPONDENT(S) 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 proposals 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.

TAMUS, at its sole discretion, may select as many VENDORS as deemed to be in TAMUS' best interest to meet the needs throughout The Texas A&M University System. All RESPONDENTS selected will be required to sign a master agreement contract. The master agreement does not guarantee that a project(s) assignment will be made. Should TAMUS determine in its sole discretion that only one RESPONDENT is fully qualified, or that one RESPONDENT 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 RFQ and the RESPONDENT's proposal as negotiated.

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.

It is the intent of TAMUS to qualify multiple submissions. 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(s) may be made by TAMUS on the basis of negotiation with any 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 the 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 award. Any negative responses received may be grounds for disqualification of the submission.

TAMUS reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept qualifications considered most advantageous, and/or to make the award to the most responsive VENDOR(s).

## **2.7 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 Agreement, 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 Agreement 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 the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

## 2.8 **The Texas A&M University System HUB Policy and HUB Subcontracting Requirements**

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

Subcontracting opportunities are possible for this RFQ and therefore a **HUB Subcontracting Plan (HSP) is required**. Failure to submit an HSP will constitute an irregular response which will be rejected. The instructions for completing the HSP are located in Exhibit C, HUB Subcontracting Plan Guide for Professional Services. The HSP submitted with this RFQ shall become part of the master agreement and any other agreement resulting as a part of this RFQ.

If the Respondent is completing as **self-performing** a statement which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources is required. The sections in the HSP form to be completed for self-performing are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4.

Please contact Mr. Jeff Zimmermann from the A&M System’s HUB Program at (979) 458-6410 or [zimmermann@tamus.edu](mailto:zimmermann@tamus.edu) for assistance in proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFQ for review by Mr. Zimmermann.

## SECTION 3 SCOPE OF WORK

### 3.1 **Goal**

The Texas A&M University System’s (A&M System or TAMUS) is soliciting statements of qualifications from VENDORS with an established history of providing high quality and cost effective TAB support personnel and related technical services. It is the intent of the A&M System to contract with multiple RESPONDENTS to provide a pool of VENDORS who can provide these services for all A&M System institutional/agency managed construction projects and System Offices managed construction projects.

The services to be provided may include assistance with capital projects for A&M System institutions/agencies and System Offices. As such, these projects must be in conformance with A&M System policies and regulatory and statutory requirements for State of Texas public higher education facility projects. Demonstrated past experience with State of Texas public higher education facility projects will be given strong consideration in the evaluation process.

TAB services required by A&M System members will vary, and will be determined on a project-by-project basis.



### 3.2 Services Required

The required services shall consist of working under the direct supervision of TAMUS member's staff to provide design, and/or construction support on an "as needed" basis.

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

- a. Review the plans and specifications bringing to the owner's attention any peculiarities that may be found.
- b. Perform periodic job inspections prior to balancing to verify conformance and completeness of the mechanical system.
- c. Provide a 15% systems balancing review supporting the HVAC commissioning process.
- d. Provide a system balanced according to latest edition of the NEBB Procedural Standards.
- e. Provide a typewritten report of recorded data and list a summary of problem areas remaining on NEBB forms Provide this information via email in PDF.
- f. Quote each project as requested. The quote must include the acknowledgement of all related specification sections and contract drawings. The quote must clearly indicate the intended scope of work and any exclusion of specification requirements.

The A&M System reserves the right on each assignment to authorize all or any part of the above subject areas and/or work tasks as the A&M System deems necessary for the individual project. The scope to be performed will be set forth in each work authorization and be based on established unit rates and a proposal of units from the VENDOR for the particular assignment. A purchase order will prescribe a scope of work with a not-to-exceed fee for each assignment.

Note: e-Builder is the project management software and the selected RESPONDENT(s) may be expected to fully utilize this program. There is no fee for licenses and training in College Station will be provided at no additional cost.

### 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 TAB EXPERTISE. RESPONSE SHALL BE FORMATTED AS DIRECTED. INCOMPLETE QUALIFICATIONS MAY BE CONSIDERED NON-RESPONSIVE AND SUBJECT TO REJECTION.***

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

- 3.3.1.1 Provide a statement of interest including a narrative describing the VENDOR's qualifications pertaining to TAB services.
- 3.3.1.2 Provide a statement on the availability and commitment of the VENDOR and named assigned personnel to undertake the services.
- 3.3.1.3 Provide a brief history of the VENDOR including all office location(s), legal status and officers.
- 3.3.1.4 Provide resumes of key personnel and the names of those employees who will be assigned to the services. Limit resumes to two (2) pages per person.

3.3.1.5 Address the VENDOR'S "Specific Qualifications" for and ability to perform the "Scope of Services" in the specific area of expertise.

3.3.1.6 The VENDOR shall have a Texas registered architect or Texas registered engineer with at least ten years of experience in providing TAB services as part of their staff. All TAB services shall be under the direction of the architect or engineer charged with managerial responsibility. Provide Texas architecture or PE registration(s).

### 3.3.2 CRITERION TWO: VENDOR BACKGROUND

3.3.2.1 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.

3.3.2.2 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.

3.3.2.3 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.

3.3.2.4 Does any relationship exist by relation, business association, capital funding agreement, or any other such kinship between the VENDOR and any A&M System employee, officer or Regent? If so, please explain.

3.3.2.5 Provide a claims history under insurance for the past five (5) years for the company and any team members proposed to provide services.

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

3.3.3.1 List no more than three (3) examples of relevant, previous projects undertaken by the VENDOR that best demonstrates the VENDOR's capacity and expertise to fulfill the requirements of the stated services. Each example should be well organized, and, when applicable, identify key personnel proposed for the A&M System contract who worked on the example project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, and description.
- Type of construction (new, renovation, or expansion).
- Description of services the VENDOR provided for the project, office location and VENDOR's Project Manager that supported the services.
- The name of the owner's representative(s) who would be most familiar with the project, and contact information including telephone number and email address.

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

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

**EXHIBIT A**

**EXECUTION OF OFFER**

**RFQ01 FPC-16-004**

**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: \_\_\_\_\_

<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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**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**  
**SERVICE LOCATION MATRIX**

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

	<b>SERVICE LOCATIONS</b>	<b>AVAILABILITY</b>
	College Station, Texas	
	Prairie View, Texas	
	Galveston, Texas	
	Stephenville, Texas	
	Commerce, Texas	
	Texarkana, Texas	
	Canyon ,Texas	
	Kingsville, Texas	
	Corpus Christi, Texas	
	Laredo, Texas	
	San Antonio, Texas	
	Killeen, Texas	

## EXHIBIT C

### HSP GUIDE FOR PROFESSIONAL SERVICES

#### I. HUB PROGRAM

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting.

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The Texas A&M University System (TAMUS) has established agency's goals and therefore respondents are required to use the following:

1. 11.20% for heavy construction other than building contracts;
2. 16% for all building construction, including general contractors and operative builders contracts;
3. 12% for all special trade construction contracts;
4. 34% for professional services contracts;
5. 11% for all other services contracts; and
6. 47% for commodities contracts.

A Historically Underutilized Business (HUB) is defined by statute as an entity with its principal place of business in this state that is: (a) a corporation formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service Disabled Veterans and have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control; and have a proportionate interest and demonstrate active participation in the control operation and management of the corporation's affairs; (b) a sole proprietorship created for the purpose of making a profit that is 100% owned, operated, and controlled by a person described in subdivision (a) of the subsection; (c) a partnership formed for the purpose of making a profit in which 51% of the assets and interest in the partnership is owned by one or more persons and demonstrate active participation in the control, operation and management of the partnership's affairs; (d) a joint venture in which entity in the joint venture is a HUB under this subsection; or, (e) a supplier contract between a HUB under this subsection and a prime contractor under which the HUB is directly involved in the manufacture or distribution of the supplies or materials or otherwise warehouses and ships the supplies.

TAMUS shall make a good faith effort to meet or exceed either the State of Texas Disparity Study goals or the agency's goal, and to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of TAMUS to contract directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F and Comptroller of Public Accounts HUB Rules, TAC Section § 20.14.

The Respondents will use the procedures prescribed in Section II below when developing the HSP. All Respondents must give clear evidence that good faith effort was made to comply with the HUB requirements identified in TAC, Section §20.14, and the HSP shall include the documents shown in Article II.

TAMUS will review the information/documentation and use it as a basis to determine if a good faith effort was made by the Respondent to utilize HUB subcontractors/suppliers on this contract. If it is determined that a good faith effort was not made, the Respondent's submittal/proposal will be determined to be non-responsive and the submittal/proposal shall be rejected and the reasons for rejection recorded in the project files. An accepted HUB Subcontracting Plan will become a part of any contract with the Respondent resulting from this solicitation and then can only be modified by contract change order.

If the Respondent can perform and intends to complete all subcontracting opportunities with its own employees and resources without using any subcontractors, the HSP submitted with the Respondent's submittal/proposal shall only include the documents shown in Article II, Paragraph 4 below.

For information regarding the Texas A&M University System HUB Program and HUB subcontracting requirements, please contact Mr. Jeff Zimmermann, Director, Procurement and Business Services, [JZimmermann@tamus.edu](mailto:JZimmermann@tamus.edu), (979) 458-6410.

## II. HUB SUBCONTRACTING PLAN (HSP) PROCEDURES

The procedures for the Good Faith Effort (GFE) submittal requirements of this Request for Qualifications are stated below. An HSP is required as part of bids, proposals, offers, or other applicable expression of interest valued at \$100,000 or more. Responses that do not include the HSP or if the agency determines that the HSP was not developed in good faith, shall be rejected as a material failure to comply with the advertised specifications.

### 1. TAMUS requires the following item to be submitted as part of your HSP for this Professional Services RFQ:

- a) State of Texas Historically Underutilized Business Subcontracting Plan that shows how the respondents made a good faith effort by completing sections 1 thru 4 and either Method A or Method B of the HSP.

The State of Texas HSP form to be used is located at the following site;

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

### 2. To meet The A&M System's good faith effort requirements, the respondents shall follow, but is not limited to, procedures listed below when developing an HSP:

- a. Divide the contract work into reasonable portions to the extent consistent with prudent industry practice in Section 2, b. As a specific scope of work is not defined the percentages shall just reflect a typical project as an estimate. No dollar amounts are necessary in either Method A or Method B.
- b. Meet and/or exceed 34% for professional service related subcontracting opportunities.
- c. If Method B, provide notice to trade organizations or development centers that assist in identifying HUBs by disseminating subcontracting opportunities to their membership/participants. The notice shall, in all instances, include the scope of

work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person. Respondent must provide notice to organizations or development centers not less than seven (7) working days prior to submission of the response (bid, proposal, offer, or other applicable expression of interest).

- d. If Method B, notify HUB vendors of the subcontracting opportunities that the respondent intends to subcontract. The preferable method of notification shall be in writing. The respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent's notice. "Reasonable time to respond" in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period, which is determined by the agency and documented in the contract file.

The respondent shall provide the notice described in this section to **three (3) or more** HUBs for **each** subcontracting opportunity that provide the type of work required for each subcontracting opportunity identified in the contract specifications or any other subcontracting opportunity the respondent cannot complete with its own equipment, supplies, materials, and/or employees. **The A&M System encourages respondents to seek and find a "Diverse Group" of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.**

- e. The respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the A&M System Office of HUB & Procurement Programs when searching for HUB subcontractors.

**NOTE: A complete list of all certified HUBs may be electronically accessed through the Internet at**

<https://mycpa.cpa.state.tx.us/tpasscmbllsearch/index.jsp>

- f. Documentation showing correspondence between prime and potential HUB subcontractors includes but not limited to contact information, date of delivery confirmation, etc.
  - g. Provide written justification of the selection process if a non-HUB subcontractor is selected in Method B, Section B-4 c.
3. In making a determination whether a good faith effort has been made in the completion of the required HUB subcontracting plan, TAMUS shall review the supporting documents submitted explaining the ways the respondent has made a good faith effort according to each criterion listed above.
  4. **Self-Performing**: If the Respondent is completing as self-performing, a statement shall be provided which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources. The sections in the HSP form to be completed are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4.
  5. Prior to contract award, the HSP and supporting documentation shall be reviewed and evaluated by the Office of HUB and Procurement Programs (HUB Office) to determine if a good faith effort has been made in accordance with bid specifications and State of Texas HUB rules. If accepted, the HSP shall become a provision of the TAMUS contract. Any change in a sub consultant or vendor, as requested by the Respondent, will not reduce the



HUB participation level presented in the initial proposal offering without prior approval from the HUB Office.

6. If the HUB Office determines that a submitted HSP was not developed in good faith, the HUB Office shall treat the lack of good faith as a material failure to comply with advertised specifications, and the subject bid or other response shall be rejected. The reason(s) for rejection shall be recorded in the procurement file.
7. If at any time during the term of the contract, it becomes necessary to make a change to the approved HSP, such proposed change must be received for review and approval by the HUB Office before the change will be effective under the contract. The RESPONDENT must comply with provisions of TAC §20.14 relating to development and evaluation of HSP, in order to substitute or subdivide the work and/or substitute or add subcontractors prior to any alteration of the HSP. TAMUS shall document changes to the HSP by contract change order and the reasons for proposed change(s) shall be requested on a *Consultant/Subcontractor Substitution Form C-27b* and recorded in the procurement file (<http://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/>). In the event that a change is necessary, the requested changes will not reduce the level of HUB participation that was a part of the proposal at the time of construction contract award.

If the RESPONDENT selected decides to subcontract any part of the contract after the award, the RESPONDENT must comply with provisions of this document relating to developing and submitting a subcontracting plan prior to any modifications or performance involving subcontracting work can be authorized by TAMUS. If the RESPONDENT subcontracts any of the work without prior authorization and without complying with TAC Section §20.14, the RESPONDENT is deemed to have breached the contract and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, and TAC §20.14. TAMUS may report non-performance relative to its contracts to the Comptroller of Public Accounts in accordance with TAC Chapter §113, Subchapter F (relating to the Vendor Performance and Debarment Program).

8. The RESPONDENT will be required to submit a revised HSP for additional subcontracting opportunities that were not identified in the original HSP and created when the original scope of work expands through a change order, contract amendment or a contract renewal.
9. TAMUS requires a respondent to whom a contract has been awarded, to report to TAMUS the identity and the amount paid to its subcontractors, HUBs and non-HUBs. If the RESPONDENT fails to fulfill the HSP specified in the contract, TAMUS shall notify the RESPONDENT of any deficiencies. TAMUS shall require the RESPONDENT to submit documentation and explain why the failure to fulfill the HUB Subcontracting Plan should not be attributed to a lack of good faith effort by the RESPONDENT.
10. If a determination is made that the RESPONDENT failed to implement the HSP in good faith, TAMUS, in addition to any other remedies, may report nonperformance to the Comptroller of Public Accounts in accordance with TAC, Chapter 113, Subchapter F (relating to Vendor Performance and Debarment Program).
11. During the term of the contract, TAMUS shall determine whether the value of the subcontracts to HUBs meets or exceeds the HSP provisions specified in the contract.

### **III. REPORTING REQUIREMENTS**

Each RESPONDENT that enters into a contract shall report to TAMUS all subcontracting/supplier payments. The report will include the volume of work performed under

the contract, the portion of the work that was performed with its own employees/resources, HUB and Non-HUB subcontractors and suppliers (See prime contractor Progress Assessment Report Form located at the following link; <http://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/> . TAMUS may request payment documentation in accordance with the Comptroller of Public Accounts HUB Rules that confirms the performance of the RESPONDENT. During the course of the contract, TAMUS shall discuss the performance of the RESPONDENT and document the RESPONDENT performance in the contract file.

**Note:** When the prime RESPONDENT is a HUB, it must perform at least 25% of the total value of the contract with its own or leased employees, as defined by the Internal Revenue Service, in order for the Owner to receive 100% HUB credit for the entire contract.

If a HUB prime contractor's HSP identifies that it is planning to perform less than 25% of the total value of contract with its own or leased employees, the HUB RESPONDENT must report to the Owner the value of the contract that was actually performed by the HUB prime RESPONDENT and the amount to be performed by its HUB subcontractors.

The HUB Office shall audit the RESPONDENT's compliance with the HSP. If the RESPONDENT is found deficient, TAMUS shall give the RESPONDENT an opportunity to submit documentation and explain to TAMUS why the failure to fulfill the HSP should not be attributed to a lack of good faith effort by the RESPONDENT.

## EXHIBIT D

### INSURANCE REQUIREMENTS

The RESPONDENT 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 RESPONDENT under this Agreement. RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. RESPONDENT is not relieved of any liability or other obligations assumed pursuant to 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.

#### Coverage

#### Limit

#### **A. Worker's Compensation**

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

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

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

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

The required commercial general liability policy will be issued on a form that insures RESPONDENT or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of 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. RESPONDENT 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 RESPONDENT under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by RESPONDENT. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to 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 RESPONDENT under this Agreement. RESPONDENT is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

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

The Texas A&M University System  
Attn: Jeff Zimmermann  
301 Tarrow Street  
College Station, TX 77840  
Facsimile Number: (979) 458-6101  
Email Address: [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu)

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.