



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

REQUEST FOR QUALIFICATIONS

Auditing Services

RFQ NUMBER: RFQ01 FPC-17-025

SUBMITTAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on April 28, 2017

EMAIL RFQ RESPONSES TO:
SOPROUREMENT@TAMUS.EDU
SUBJECT LINE: RFP01 FPC-17-025
Attn: Jeff Zimmermann

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

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.

REFER INQUIRIES TO:

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

All submittals shall become the property of the State of Texas upon receipt. Submittals may be subject to public review after contracts have been executed. Refer to Section 2.7 for more information regarding public information.

TABLE OF CONTENTS

SECTION 1 GENERAL

1.1 Scope 3

1.2 About the A&M System 3

1.3 Priorities/Expectations 3

1.4 Performance Period 3

SECTION 2 INSTRUCTIONS FOR RESPONDENTS

2.1 Calendar of Events 4

2.2 Examination of the Request for Proposal 5

2.3 Submittal Instructions and Delivery of Submittals 5

2.4 Submission Components 5

2.5 Inquiries and Interpretations 6

2.6 Selection Process 6

2.7 Public Information Act 7

2.8 A&M SYSTEM HUB Policy and HSP Requirements 8

SECTION 3 SCOPE OF WORK

3.1 Goal 9

3.2 Services Required 9

3.3 Requirements for Qualification 9

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 Dispute Resolution 11

4.2 Insurance 11

4.3 Terms and Conditions 13

EXHIBIT A – EXECUTION OF OFFER 15

EXHIBIT B – NON-COLLUSION AFFIDAVIT 17

EXHIBIT C – HSP GUIDE FOR PROFESSIONAL SERVICES 18

SECTION 1 GENERAL

1.1 Scope

The Texas A&M University System (A&M System), Office of Facilities Planning & Construction (FP&C) is soliciting statements of qualifications from firms with an established history of providing construction closeout auditing services for construction manager at risk (CMAR) and design-build (D-B) delivery methods in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ).

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 148,000 students and reach another 22 million people through service each year. With more than 26,000 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. System-wide, externally funded research expenditures exceeded \$972 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 A&M System members in a timely, cost effective manner. A&M System 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 A&M System.
- (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

Should A&M System, in its sole discretion, enter into an agreement with the successful RESPONDENT(s) as a result of this RFQ, the agreement shall be effective as of the date that is agreed upon by A&M System and successful RESPONDENT(s). A&M System anticipates that the initial term of such Agreement will extend for three (3) years, with the option to renew for up to two (2) one-year terms, providing all parties mutually agree on the extension. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the successful RESPONDENT.

SECTION 2 INSTRUCTION FOR RESPONDENTS

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

This RFQ outlines requirements as specified in Section 3. Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in 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 A&M System projects and shall agree to provide these services to A&M System with a top priority commitment. A&M System may select as many RESPONDENTS as needed to ensure coverage throughout the State of Texas at the various System members' locations.

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

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

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

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

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 jzimmermann@tamus.edu. RESPONDENT may not contact other individuals at A&M System to discuss any aspect of this RFQ, unless expressly authorized by the A&M System Procurement Office to do so. A&M System will publish all questions with responses according to the calendar below.

2.1 Calendar of Events *

| Activity | Responsibility | Date |
|---------------------------------------|-----------------------|----------------|
| Release of Request for Qualifications | A&M System | April 12, 2017 |
| Deadline to Submit Questions | Respondent | April 19, 2017 |
| Final Addendum Posted (if applicable) | A&M System | April 21, 2017 |
| RFQ Responses Due | Respondent | April 28, 2017 |
| Selection of Qualified Respondents | A&M System | TBD |

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

2.2 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined the A&M System requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this 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 The Texas A&M University System, no later than **2:00 p.m. Central Time, April 28, 2017**, electronically via email to soprocurement@tamus.edu with the subject line of "**RFQ01 FPC-17-025 – Audit Services**". The receipt time indicated within the TAMUS email server shall be used for receipt and acceptance of the response.

Late submittals will not be considered under any circumstances.

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

RESPONDENT shall provide one (1) electronic copy of the complete RFQ response as specified above.

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

Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

Qualifications shall be a **MAXIMUM** of **FORTY (40)** pages. The cover, table of contents, and divider pages are not included in the page count.

Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.

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

The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.

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

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

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

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

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 and posted to the Electronic State Business Daily (ESBD) at the following site;
http://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag_num=710&orderby=Agency.

It is the responsibility of all REPENDENTS to check the ESBD for any and all addenda issued for this RFQ. All such addenda/amendments issued by A&M System prior to the time that 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 A&M System 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

A&M System 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 A&M System, as well qualified and offering the greatest benefits, experience and value to A&M System. A&M System may cancel this RFQ or reject 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.

A&M System, at its sole discretion, may select as many vendors as deemed to be in A&M System's best interest to meet the needs throughout The Texas A&M University System. All RESPONDENTS selected will be required to sign an A&M System master agreement. The master agreement does not guarantee that a project(s) assignment will be made. Should A&M System 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 A&M System during the evaluation process.

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

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

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

The A&M System 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 RESPONDENT(s).

2.7 Public Information Act

(a) RESPONDENT acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this RFQ, as well as any other disclosure of information required by applicable Texas law.

(b) Upon an A&M System 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 the A&M System in a non-proprietary format acceptable to A&M System. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which the A&M System has a right of access.

(c) RESPONDENT acknowledges that the A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

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 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.

Complete the HSP as found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/> and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the RESPONDENT will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the RESPONDENT will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

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 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 jzimmermann@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 System Office of Facilities Planning & Construction (FP&C) is soliciting statements of qualifications from firms with an established history of providing construction closeout auditing services for construction manager at risk (CMAR) and design-build (D-B) delivery methods in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ).

As a result of this RFQ, the A&M System intends to select a firm(s) as a partner to enter into a multiyear agreement to undertake the stated services with TAMUS on an as needed bases.

3.2 Services Required

Specific requirements include, but are not limited to, the following activities:

- Perform a review of billings on construction manager at risk (CMAR) and design-build (D-B) projects for compliance with terms of agreements prior to final payment. Review to include but not limited to general conditions costs and supporting documentation and subcontractor and purchase order amounts compared with schedule of values
- Provide a written report to FPC on findings of reviews and any potential cost recovery items.

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. Incomplete Qualifications may be considered non-responsive and subject to rejection.

3.3.1 Statement of Qualifications and Availability to Undertake the Services

- Provide a statement of interest including a narrative describing the firm's qualifications and availability.
- Provide a brief history of the firm including all office location(s), legal status and officers.
- Address the "Specific Qualifications" and ability to perform the "Scope of Services" in the specific area of expertise.

3.3.2 Developer Team Profile

- Identify key personnel who will negotiate for the firm and who will be assigned to manage an agreement and describe their respective roles and locations.
- Provide a resume for each individual identified to demonstrate their relevant experience to fulfill requirements under an agreement.
- Provide the firm's organization chart to demonstrate how project personnel will be organized to fulfill requirements under an agreement.
- Provide evidence that the firm is legally capable of performing the stated services in Texas.

3.3.3 Previous Development Experience

- List a minimum of three (3) examples of relevant, previous projects undertaken by the firm that best demonstrates the firm'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.
 - Final construction cost, including change orders.
 - Actual start and finish dates for construction audit.
 - The owner's name and representative(s) who would be most familiar with the construction audit of the project, including telephone number.

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 projects are preferred. Past experience in the state of Texas and demonstrated knowledge and understanding of Texas statutes is also preferred.

3.3.4 Construction Auditing Experience

- Provide evidence of prior experience and expertise.
- Describe examples of successful long-term relationships with higher education clients.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 Dispute Resolution

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

4.2 Insurance

RESPONDENT shall obtain and maintain, for the duration of 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 A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to RESPONDENT under 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 A&M System at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. Automobile Liability

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

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

Additional Endorsements

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

C. Commercial General Liability

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

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

- D. Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of RESPONDENT and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, RESPONDENT agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

E. RESPONDENT will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of 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 A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or nonrenewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by RESPONDENT under 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 A&M System contact in Section 4.

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

4.3 Terms and Conditions

- 4.3.1 **Indemnification.** RESPONDENT agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of RESPONDENT's negligent or willful errors or omissions under this Agreement.
- 4.3.2 **Independent Contractor.** RESPONDENT is an independent contractor, and neither RESPONDENT nor any employee of RESPONDENT shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- 4.3.3 **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- 4.3.4 **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- 4.3.5 **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- 4.3.6 **Non-Discrimination.** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, sexual orientation, disability, genetic information, veterans status or gender identity as protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTS certify that they will conform to the provisions of the Federal Civil Rights Action of 1964, as amended.
- 4.3.7 **Immigration Reform and Control Act of 1986.** By submitting a state of qualification, the RESPONDENTSS certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 4.3.8 **Debarment Status.** By submitting a statement of qualification, RESPONDENTS certify that they are not currently debarred from submitting submittals on contracts nor are they

an agent of any person or entity that is currently debarred from submitting bids on contracts.

- 4.3.9 **Vendor Liability.** The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other A&M System property caused by the negligence of the RESPONDENT's employees.
- 4.3.10 **Early Termination.** The A&M System shall have the right to terminate the contract with the RESPONDENT without penalty after the A&M System's (30) days written notice of termination to the RESPONDENT under the following circumstances:
1. Default of RESPONDENT - It shall be considered a default whenever the RESPONDENT shall:
 - a. Disregard or violate material provisions of the contract documents or the A&M System instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
 - b. Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.
 2. Convenience of the A&M System - Termination of the contract services is construed by the A&M System to be in its best interest for serving the community and its students, faculty, and staff.
- Note: Any contract cancellation notice shall not relieve the RESPONDENT of the obligation to deliver and/or perform prior to the effective date of cancellation.
- 4.3.11 **Modification of Service.** The A&M System reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by the A&M System. In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.
- 4.3.12 **Publicity.** RESPONDENTS must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from the A&M System.
- 4.3.13 **Ownership of Documents.** Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of the A&M System shall become the property of the A&M System. At the A&M System's option, such documents will be delivered to the A&M System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the RESPONDENT.
- 4.3.14 **Cancellation 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
301 Tarrow St., Suite 361
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: zimmermann@tamus.edu

EXHIBIT A

EXECUTION OF OFFER

RFQ01 FPC-17-025

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> |
|--|

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

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

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

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

CONFLICT OF INTEREST

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

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2017.

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

_____. My commission expires: _____

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

EXHIBIT C 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 (A&M System) has established agency's goals and therefore respondents are required to use the following:

1. 11.2% for heavy construction other than building contracts;
2. 15.0% for all building construction, including general contractors and operative builders contracts;
3. 11.0% for all special trade construction contracts;
4. 35.0% for professional services contracts;
5. 11.0% for all other services contracts; and
6. 46.0% 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.

A&M System 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 A&M System 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.

The Owner 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, (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. **A&M System 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://assets.System.tamus.edu/files/budgets-acct/pdf/hub_reports/HSP_rev1016.pdf
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. The goal of 35% for professional services shall be used when determining the Good Faith Effort Method applicable according to Section 2d of the HSP.
 - 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, A&M System 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 A&M System 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. A&M System 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 A&M System. 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. A&M System 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. A&M System requires a respondent to whom a contract has been awarded, to report to A&M System 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, A&M System shall notify the RESPONDENT of any deficiencies. A&M System 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, A&M System, 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, A&M System 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 A&M System 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/facilities-planning-construction/forms-guidelines-wage-rates/> . A&M System 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, A&M System 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, A&M System shall give the RESPONDENT an opportunity to submit documentation and explain to A&M System why the failure to fulfill the HSP should not be attributed to a lack of good faith effort by the RESPONDENT.