



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

## Request For Qualifications for Facility Programming Services

RFQ NUMBER: RFQ01 FPC-18-001

SUBMITTAL MUST BE RECEIVED BEFORE:  
2:00 P.M. Central Time on July 14, 2017

EMAIL RFQ RESPONSES TO:  
[SOPROUREMENT@TAMUS.EDU](mailto:SOPROUREMENT@TAMUS.EDU)  
SUBJECT LINE: RFQ01 FPC-18-001  
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  
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 (the A&M System) is soliciting statements of qualifications from firms with an established history of expertise and qualifications for facility programming and comprehensive Program of Requirements (POR) development services in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ). The A&M System is responsible for providing timely and efficient professional services in a fiscally sound manner throughout all phases of project development. The A&M System further strives to ensure that each design for a new or renovated facility provides a safe and accessible environment for the public; complies with state and federal codes and regulations; is visually attractive; adheres to the adopted architectural design policies; incorporates durable institutional quality materials and construction techniques; is functionally enduring, energy conserving and economical to construct and maintain. In addition, the A&M System is dedicated to the ongoing program to improve and expand all physical facilities in support of the teaching, research and service missions of each university and agency within the A&M 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 the A&M System institutions/agencies that may need the stated services.

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 A&M 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 the A&M System Offices (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. 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 of the A&M System members in a timely, cost effective manner. The 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 the 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**

The intention of this RFQ is to qualify firms to be included in a pool for the services defined in this RFQ. Should the 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 the A&M System and successful RESPONDENT(s). The A&M System anticipates that the initial term of such Agreement will extend for two (2) 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 the A&M System and negotiated in writing with the successful RESPONDENT.

## SECTION 2 INSTRUCTION FOR RESPONDENTS

The A&M System is soliciting submittals from qualified firms, hereafter referred to as RESPONDENT(s) and/or VENDOR(s), who have significant experience in providing facility programming services of superior quality at competitive pricing. These basic services are outlined in the Scope of Work (Section 3).

Programming 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 A&M System Members also have authority to utilize the master agreement for facility programming services to directly contract for and manage programming services.

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 the A&M System projects and shall agree to provide these services to the A&M System with a top priority commitment. The A&M System may select as many RESPONDENTS as needed to ensure coverage throughout the State of Texas at the various A&M 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 the A&M System. All supporting documentation and manuals submitted with this submittal will become the property of the A&M System unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by the A&M System.

The RESPONDENT(s) selected to perform programming services under this RFQ **will not be eligible** for selection as the Prime A/E firm to design the projects they have programmed. They may serve as a consultant to the design team.

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 the A&M System to discuss any aspect of this RFQ, unless expressly authorized by the A&M System Procurement Office

to do so. The A&M System will publish all questions with responses according to the calendar below.

## 2.1 **Calendar of Events \***

<b>Activity</b>	<b>Responsibility</b>	<b>Date</b>
Release of Request for Qualifications	A&M System	June 22, 2017
Deadline to Submit Questions	Respondent	June 30, 2017
Release of Response to Questions	A&M System	July 6, 2017
RFQ Responses Due	Respondent	July 14, 2017
Selection of Qualified Respondents	A&M System	TBD

\* The 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 the A&M System and/or in the event the 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 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 A&M System, no later than 2:00 p.m. Central Time, July 14, 2017, electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "**RFQ01 FPC-18-001 Qualifications for Facility Programming Services**". The receipt time indicated within the A&M System email server shall be used for the receipt and acceptance of the response.

Late submittals will not be considered under any circumstances.

### **Submittal Format:**

- 2.3.1 Qualifications shall be a MAXIMUM of forty (40) pages. The cover, table of contents, divider sheets, Historically Underutilized Business (HUB) Subcontracting Plan, and the Exhibits do not count as printed pages.
- 2.3.2 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.
- 2.3.3 Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

2.3.4 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)
- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B), signed and notarized
- ✓ HUB Subcontracting Plan (Section 2.8)
- ✓ Service Location Matrix (Exhibit C)

**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. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files must be clearly named and referenced in your proposal response.

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 posted on 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](http://esbd.cpa.state.tx.us/sagencybid.cfm?startrow=1&endrow=25&ag_num=710&orderby=Agency)

It is the responsibility of all REPDONDENTS to check the ESBD for any and all addenda issued for this RFQ. All such addenda/amendments issued by the 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**

The A&M System will base its choice on demonstrated competence, knowledge, and qualifications of the RESPONDENT(S).

The RESPONDENT(S) selected will be the firm(s) whose experience and qualifications, as presented in response to this RFQ, establish them, in the opinion of the A&M System, as well qualified and offering the greatest benefits, experience and value to the A&M System. The 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.

The A&M System, at its sole discretion, may select as many firms as deemed to be in the A&M System's best interest to meet the needs throughout the A&M 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 the 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 other firms 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 the A&M System during the evaluation process.

It is the intent of the A&M System to qualify multiple submissions. The selection of the successful submission(s) may be made by the 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 the A&M System on the basis of negotiation with any of the RESPONDENTS. The A&M System shall not disclose any information 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, the 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 a candidate considered for award.

The A&M System may perform reference checks and seek further information, as needed, from all RESPONDENTS whose submissions, 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 the provided references to discuss the services, and other considerations, which the RESPONDENT has provided to such organizations and authorizes these organizations to disclose such information to the A&M System. RESPONDENT shall, and hereby does, release and hold harmless the A&M System, the State of Texas, and the organizations 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 VENDOR(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 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 A&M System's construction contracting, professional services, and purchase, lease, or rental of all supplies, materials, services and equipment. All A&M System members are responsible for making a good faith effort of ensuring that HUBs are afforded an equitable opportunity to compete for all procurement and contracting activities of the System.

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

### 1) **RFQ Submission Requirements**

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

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

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

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

- c. Additional Information explaining how the Respondent intends to make a good faith effort for each subcontracting opportunity identified in Section 2b of the State of Texas HSP Form. This plan shall include the following:
  - Given the opportunities identified in Section 2b, provide an estimated percent for overall HUB participation with the understanding that the TAMUS goal for professional services is 35%. This estimated percent is not a commitment to obtain that percent, but a commitment to make the full good faith effort with that as the goal.
  - Provide a sample solicitation notice letter that will be sent to HUB vendors and minority and women business trade organizations/development centers for the subcontracting opportunities. The notice shall, in all instances, include at least the scope of work, response due date, information about bonding and insurance requirements, and identify a contact person.

- Provide a list of the trade organizations or development centers that you intend to work with in your outreach efforts.
- Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in trade organization newsletters or newspapers? Etc.
- Self-Performing: If the Respondent is completing as self-performing, a statement shall be provided which attests that the entire scope of work shall be performed with its own employees and resources. The sections in the HSP form to be completed are Section 1, 2a (check “No”), 3 (with your statement included in the open text field), and 4.

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.

## 2) Awarded Respondents

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

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

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

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

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

- The respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent’s notice. “Reasonable time to respond” in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period and it is approved by TAMUS in writing.
- The respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the TAMUS HUB Program Office when searching for HUB subcontractors. **A complete list of all State of Texas certified HUBs may be electronically accessed at;** <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>
- The respondent shall provide the notice described in this section to **three (3) or more** HUBs for **each** subcontracting opportunity as stated in Section B3a. The A&M System encourages respondents to seek and find a “Diverse Group” of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
- The respondent shall provide notice to minority and women business trade

organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants. A list of possible organizations/centers can be found at the following site;

<https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>

- The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
- Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

## SECTION 3 SCOPE OF WORK

### 3.1 Goal

The A&M System's objective in developing this RFQ is to receive statements of qualifications from firms experienced in facility programming and development of comprehensive Programs of Requirements (POR) for institutions of higher education. The A&M System's intention, through this RFQ, is to select RESPONDENTS to be included in a pool of firms qualified to provide these services.

### 3.2 Services Required

Services will include the preparation of comprehensive Programs of Requirements for certain construction projects for A&M System Members as assigned and authorized. In general, the programs will capture and record the requirements for each particular project, clearly define what scope is included in the project, be a basis for sign-off agreement on scope/cost/schedule between the A&M System Member and the A&M System, and present the information needed by the design architects and engineers in a concise and easily understood format.

In general, a typical program could be required to address subjects to include but not be limited to the following, as applicable to a particular project and as approved by the A&M System:

#### Project Background

- User justification
- Project narrative
- Goals and Objectives
- Enrollment, faculty, and staff projections
- THECB space projections, campus space utilization score
- Council on the Built Environment (CBE) project approvals (Texas A&M only)

#### General Requirements

- Project team members and roles, contact info
- User coordinator responsibilities provided by A&M System FP&C
- Codes and Regulations and other facility or certification requirements unique to the project
- Detailed cost estimate as coordinated with A&M System FP&C to mid-point of construction
- Project schedule as coordinated with A&M System FP&C
- Coordination with member institution master plan priorities
- Coordination with member institution support departments – identify requirements, roles and responsibilities
- Coordination with member institution CEO/President and CFO – identify CEO/CFO goals
- Items that are *not* included in the project or budget (for example, computers, phones, moving/relocation expenses, desktop supplies and equipment, maintenance and custodial services, etc.)
- Building Information Modeling (BIM) requirements for the member institution
- Any sole source products required by member institution with approval documentation from the A&M System for each (sole source pricing should be reflected in the cost estimate)
- Signature page for the project
- Memorandums of understanding, agreements, easements, land ownership transfers, etc. required

#### Texas Higher Education Coordinating Board (THECB) Requirements

- Project's achievement of any of the THECB goals (60x30 or latest version)
- Predominant building use classification

- Required building efficiency based on use
- NASF and E&G SF by room
- NASF and GSF by floor, by building, and total
- Room code for each space

#### Site Development Requirements

- Site selection studies
- Availability, quantity and quality of existing site utilities.
- On-site utilities coordination – identify source, contact information, points of connection, etc.
- Off-site utilities coordination – identify source, contact information, points of connection, etc.
- Drainage, erosion control, and storm water detention requirements and recommendations
- Adjacent uses and buildings
- Archeological survey
- Noise Abatement
- Hazardous materials survey
- Acquisition of property requirement and agreement(s)
- Demolition of existing structures
- Natural features or trees to remain
- Campus landscape requirements
- Site security considerations
- Phasing of development activities
- Vehicular and bicycle parking requirements

#### Building Requirements

- Basis of Design assumptions identifying materials, structural assumptions, mechanical, electrical, and other system requirements
- Life Cycle Cost criteria as coordinated with the A&M System FP&C
- Rainwater, condensate, and gray water collection and reuse requirements and recommendations
- Alternative energy requirements and recommendations
- Sustainability requirements
- Hazardous materials survey (if existing building)
- Re-purposing of existing facilities (if applicable)
- Space requests and needs
- Functional relationships of departments and spaces
- Room by room requirements per *Room Data Sheets*
- Matrix of existing and/or new Moveable Equipment, including anticipated future equipment needs, procurement responsibilities (procurement, installation, in/out of project budget) with cut sheets
- Matrix of existing and/or new Moveable Furnishings

#### Room Data Sheets

- Space use
- Test fits / Design concepts
- Finishes
- Audio-Visual equipment and infrastructure requirements
- Moveable furnishings
- Moveable Equipment
- Casework
- Fixtures

- Security equipment and requirements
- Performance requirements of all systems and equipment
- Cut sheets for equipment
- Special sound or vibration requirements beyond the Facility Design Guidelines baselines

#### Building Configuration and Massing

- Space schematics and flow diagrams
- Departmental interaction matrix
- Room-by-room interaction matrix
- Diagrammatic block bubble plan (not circles)
- Horizontal and vertical block stacking diagrams with relative spatial requirements
- Optional Renderings and/or virtual animations

The more specific tasks to be performed in the development of Programs of Requirements, as applicable to the particular project, could include, but not be limited to, such items as the following:

#### Task 1 – Data Gathering

- Kick-off meeting (at A&M System Member campus)
  - + Meet with representatives of the A&M System Member and the A&M System to define project goals, set the direction for the project, discuss the “big picture” issues that will control program development, and discuss the organization of facility or academic departments and identify stakeholders who will participate in data gathering
  - + Develop a schedule for the Program of Requirements preparation including associated interviews and workshops
- Preparation for Workshop(s)
  - + Prepare and distribute project questionnaires to stakeholders and receive and analyze completed questionnaires prior to holding stakeholder workshops
- Workshops(s)
  - + Conduct workshop(s) (multi-day if required) at the A&M System Member campus
  - + Conduct detailed interviews with Users and meet with other stakeholders
  - + Review current space use within each academic department
  - + Review possible changes in institution and departmental organization
  - + Discuss future scenarios for number of students, faculty and new programs
  - + Develop appropriate space standard sizes for offices, work stations, classrooms, etc. from the A&M System Member requirements
  - + Define preliminary ideal projected space requirements of each activity and the functional relationship between all activities
  - + Present a summary of the projected space requirements to the A&M System Member and A&M System representatives for preliminary test of reasonability

#### Task 2 – Program Development

- Develop Outline Program
  - + Analyze all of the space and adjacency requirements information for each activity
  - + Prepare exhibits that describe the programmatic needs of each activity
  - + Develop a series of relationship diagrams
  - + Identify costs associated with needed improvements, using cost per square foot benchmarks
  - + Organize all of the information to date into an outline program and issue it to designated representatives of the System Member and the A&M System
- Workshop(s) – Presentation of the Outline Program and Gaming Workshop (at System Member Campus)

- + Meet with A&M System Member and A&M System representatives to review the outline program
- + Facilitate gaming workshop to assist in prioritizing and adjusting the allocation of space within the draft program
- Workshop(s) – Additional Detailed Programming (at the A&M System Member Campus)
  - + Conduct follow-up interviews as needed with Users and meet with other stakeholders
  - + Define space allocations and adjacencies
  - + Review and document detailed room requirements including furniture, fixtures, finishes, equipment and utilities
- Site development, technical requirements and cost estimate
  - + Document a recommended site use and building configuration concept
  - + Develop blocking and stacking diagrams to illustrate the preferred space allocations
  - + Identify collateral project needs such as site related issues, infrastructure improvements, MEP designs, structural engineering issues, etc., if required by the particular assignment
  - + Incorporate guidelines, standards or specifications provided by the A&M System for items such as project administration and general project requirements, building systems, information technology, safety, code requirements, etc.
  - + Incorporate a suitable project schedule and include information concerning the delivery method all in coordination with the A&M System and the A&M System Member
  - + Develop a construction cost estimate including all requirements and agreed scope of the project for a complete and functional facility
- Prepare and present final POR
  - + Prepare a 75% draft of the program and review with the A&M System Member and A&M System representatives
  - + Refine the 75% draft program based on comments received
  - + Prepare a 95% draft of the program and review with the A&M System Member and A&M System representatives
  - + Refine the 95% draft program based on comments received
  - + Prepare and issue the final version of the program

If a particular assignment requires the use of consultant firms, the selected RESPONDENT shall identify the consultant(s) and provide for each firm the information requested in Section 3.3.1.1 – 3.3.2.3 of this RFQ. This information shall be provided as part of the specific proposal and for the particular assignment and **NOT** with this RFQ response. In selecting and identifying a consultant firm(s), the prime firm shall comply with the Historically Underutilized Business (HUB) process set forth in this RFQ (see Section 2.8).

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 a proposal from the VENDOR for the particular assignment. A purchase order will establish a scope of work and a lump sum or not-to-exceed fee for each assignment upon successful negotiations.

Note: e-Builder is the project management software and the selected RESPONDENT(s) will be expected to fully utilize this program. 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. 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

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

#### 3.3.2 CRITERION TWO: COMPANY PROFILE

- 3.3.2.1 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.
- 3.3.2.2 Provide a resume for each individual identified, along with key production staff, to demonstrate their relevant experience to fulfill requirements under an agreement.
- 3.3.2.3 Provide the firm's organization chart to demonstrate how project personnel will be organized to fulfill requirements under an agreement.
- 3.3.2.4 Provide evidence that the firm is legally capable of performing the stated services in Texas. Provide any details of all past or pending litigation or claims filed against the firm that would affect the firm's performance under a Contract with the A&M System.
- 3.3.2.5 Is the firm 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.
- 3.3.2.6 Does any relationship exist by relation, business association, capital funding agreement, or any other such kinship between the firm and any A&M System employee, officer or regent? If so, please explain.

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

- 3.3.3.1 List a minimum of five (5) examples of relevant, previous projects undertaken within the last five (5) years by the firm that best demonstrate the firm's capacity and expertise to fulfill the requirements of the stated services. Each example should be well organized and shall 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.
- Estimated total cost.
- Estimated project size in gross square feet.



- Type of construction (new, renovation, or expansion).
- Actual start and finish dates for construction.
- Description of services the firm provided for the project
- Name and phone number of the Project Manager or the firm’s individual responsible for the overall success of the project.
- Name of Key Individuals and their Role on each Project; highlight those individuals being proposed for the upcoming Agreement.
- Key subcontractors, if used.
- The name of the owner’s representative(s) who would be most familiar with the planning/programming phases of the project, and contact information including telephone number.

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

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

3.3.3.2 Provide a matrix of relevant previous projects undertaken within the last five (5) years by the firm that best demonstrates the firm’s expertise to fulfill the requirements of the stated services, utilizing the following project types and criteria:

<b>Project Type</b>	<b>Year</b>	<b>Area (GSF)</b>	<b>Cost</b>	<b>Owner &amp; Contact</b>	<b>Name of Key Individual from Respondent Team</b>
Academic/Classroom					
1. Project Name #1					
2. Project Name #2					
3. Project Name #3					
Laboratory-Academic					
1. Project Name #1					
2. Project Name #2					
3. Project Name #3					
(Typ.-Provide for all Categories)					
Laboratory-Research					
Sports/Recreational					
Residential					
Student Life/Food Service/Student Ctr.					
Office Building					
Parking/Transportation					
Library/Study Facilities					
Health Care/Clinical					
Physical Plant/Utilities					
Facility Condition Assessments					

**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 the A&M System and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor and Chief Financial Officer for the A&M System, who shall examine the 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, the 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 the A&M System at least ten days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
<b>A. <u>Worker’s Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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

**B. Automobile Liability**

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

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

**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 (3) years after the expiration of cancellation of this Agreement.

**E. RESPONDENT will deliver to the 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 Texas A&M University System 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 the 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 the 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 the 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 the 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 the A&M System. The 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](mailto:zimmermann@tamus.edu)

**EXHIBIT A**  
**EXECUTION OF OFFER**

**RFQ01 FPC-18-001**

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

Federal EIN/Tax ID: \_\_\_\_\_

Vendor/Company Name: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or the 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 the A&M System, nor any employee, or person, whose salary is payable in whole or in part by the 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**  
**SERVICE LOCATION MATRIX**

Please indicate by an "X" under "Availability", the locations the firm is willing to provide services, and the City under "Office Location", where the office that will provide these services is located.

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

**EXHIBIT D**  
**HSP Letter of Transmittal**

*(SUBMIT ON YOUR BUSINESS LETTERHEAD)*

Mr. Jeff Zimmermann  
The Texas A&M University System  
Moore/Connally Building  
301 Tarrow, Suite 361  
College Station, Texas 77840-7896

Subject: HUB Subcontracting Plan  
RFQ Number:

Dear Mr. Zimmermann:

I am pleased to forward this HUB Participation Plan as an integral part of our written response submitted in connection with your solicitation for \_\_\_\_\_.

I have read and understand The Texas A&M University System's Policy on Utilization of Historically Underutilized Businesses (HUBs) and the goals for HUB participation.

Sincerely,

(Signature)  
(Printed Name)  
(Printed Title) |