



THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

Request For Qualifications for Environmental Services

RFQ NUMBER: RFQ01 FPC-18-004

**SUBMITTAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time (CDT) on August 2, 2017**

**EMAIL RFQ RESPONSES TO:
SOPROUREMENT@TAMUS.EDU
SUBJECT LINE: RFQ01 FPC-18-004
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	4
SECTION 2	INSTRUCTIONS FOR RESPONDENTS	
2.1	Calendar of Events	5
2.2	Examination of the Request for Proposal	6
2.3	Submittal Instructions and Delivery of Submittals	6
2.4	Proposal Components	6
2.5	Inquiries and Interpretations	7
2.6	Selection Process	7
2.7	Public Information Act	8
2.8	A&M SYSTEM HUB Policy and HSP Requirements	8
SECTION 3	SCOPE OF WORK	
3.1	Goal	11
3.2	Services Required	11
3.3	Requirements for Qualification	11
SECTION 4	GENERAL TERMS AND CONDITIONS	
4.1	Dispute Resolution	14
4.2	Insurance	14
4.3	Terms and Conditions	16
EXHIBIT A	– EXECUTION OF OFFER	18
EXHIBIT B	– NON-COLLUSION AFFIDAVIT	20
EXHIBIT C	– SERVICE LOCATION MATRIX	21
EXHIBIT D	– HSP LETTER OF TRANSMITTAL	22

SECTION 1 GENERAL

1.1 Scope

The Texas A&M University System (A&M System) is soliciting statements of qualifications from vendors with an established history of expertise and qualifications for environmental services to be included in a pool for the services defined in this RFQ.

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 of The Texas A&M University System.

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

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

1.2 About the A&M System

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

The A&M System members educate more than 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.tamusc.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

The intention of this RFQ is to qualify vendors to be included in a pool for the services defined in this RFQ. 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 through August 31, 2020, 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 environmental services. These basic services are outlined in the Scope of Work (Section 3).

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

This RFQ outlines requirements as specified in 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 manuals submitted with this submittal will become the property of A&M System unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by 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 jjzimmermann@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 *

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Release of Request for Qualifications	A&M System	July 19, 2017
Deadline to Submit Questions	Respondent	July 25, 2017

Final Addendum Posted (if applicable)	A&M System	July 27, 2017
RFQ Responses Due	Respondent	August 2, 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, August 2, 2017**, electronically via email to soprocurement@tamus.edu with the subject line of "**RFQ01 FPC-18-004 Environmental Services**". The sent 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:

- ✓ Electronic file must be saved, as a single file, in Adobe Portable Document Format (PDF) and named "**company name – RFQ01 FPC-18-004**".
- ✓ Qualifications shall be a MAXIMUM of twenty five (25) pages. The cover letter, table of contents, divider sheets, HSP and Exhibits do not count toward the maximum printed pages.
- ✓ 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.
- ✓ Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.
- ✓ Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

2.4 Proposal Components

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

- ✓ Requirements for Qualification (Section 3.3)
- ✓ HUB Subcontracting Plan (see Section 2.8)
- ✓ Execution of Offer (Exhibit A), signed
- ✓ Non-Collusion Affidavit (Exhibit B), signed and notarized
- ✓ Service Location Matrix (Exhibit C)
- ✓ HSP Letter of Transmittal (Exhibit D)

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 affect an interpretation or change to this RFP will be issued in writing by addendum/amendment 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 RECONDENTS 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 TAMUS replied to inquiries which are made by formal written addenda/amendments shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 Selection Process

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 a master agreement contract. 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.

A&M System may perform reference checks and seek further information, as needed from all RESPONDENT(s) 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.

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 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 A&M System has a right of access.

(c) RESPONDENT acknowledges that 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 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 (a-c) 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. Method A and B are not needed with your RFQ HSP submission.

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/>

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. The additional information requested below is not needed for self-performing plans.

- 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.

Please contact Mr. Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or 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 Respondent 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/tpasscmbllsearch/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 Texas A&M University System's (A&M System or TAMUS) objective in developing this RFQ is to receive statements of qualifications from firms experienced in the regulations pertaining to environmental consulting services for institutions of higher education. The intention of this RFQ is to qualify firms to be included in a pool to provide these services.

3.2 Services Required

Specific environmental requirements (asbestos, lead based paint, mold) include on any given project, but are not limited to, the following activities:

- a. Provide asbestos testing, design for removal and air monitoring services for any Asbestos Containing Building Materials (ACBM) consistent with the construction delivery process as utilized by the A&M System for various projects located throughout the State of Texas.
- b. Provide for lead based paint testing and mold assessment/testing along with the design for abatement consistent with the construction delivery process as utilized by the A&M System for various projects located throughout the State of Texas.
- c. Preserve public health and diminish or eliminate hazards or potential hazards caused by the presence of ACBM in public buildings.
- d. Provide consulting services to the building owner or management concerning environmental building surveys, assessment of conditions of materials, planned operations and maintenance, compliance with work practices and standards.
- e. Evaluate possible abatement projects and prepare plans, specifications, schedules, and contract options for abatement projects.
- f. Represent the interests of the building owner during the conduct of an abatement project, including consultation with the abatement contractor personnel, requiring compliance with regulations and specifications, requiring remedy of infractions, providing monitoring services, maintaining progress records and photographs as necessary, waste disposal, designating in writing a project manager and specifying the manager's responsibilities and authority, and providing written assurance to the building owner or operator of the final clearance of the project.
- g. Advise on the selection and use of appropriate personal protective equipment for all abatement related activities.
- h. File reports, notify commissions, post compliance materials, etc, as required by Texas Asbestos Health Protection Rules, Texas Administrative Code 295.39, and the National Emission Standards for Hazardous Air Pollutants, 40 code of Federal Regulations (CRF) part 61, subpart M.
- i. Comply with the qualification requirements set forth by the Texas Asbestos Health Protection Rules (TAHPA) TAC §295.34 & 47 and the National Emission Standard for Hazardous Air Pollutants (NESHAP) 40 Code of Federal Regulation (CFR) part 61, subpart M.

Note: e-Builder is the project management software and the selected firm may 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 IN THEIR AREA OF ENVIRONMENTAL EXPERTISE. RESPONSE SHALL BE FORMATTED AS DIRECTED. INCOMPLETE QUALIFICATIONS MAY BE CONSIDERED NON-RESPONSIVE AND SUBJECT TO REJECTION.

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

- 3.3.1.1 Provide a statement of interest including a narrative describing the RESPONDENT's qualifications pertaining to environmental services.
- 3.3.1.2 Provide a statement on the availability and commitment of the RESPONDENT and named assigned personnel to undertake the services.
- 3.3.1.3 Provide a brief history of the RESPONDENT including **all office location(s)**, number of years in business, legal status and officers.
- 3.3.1.4 Provide resumes of key personnel and the names of those employees who will be assigned to the services. Limit resumes to two (2) pages per person.
- 3.3.1.5 Address the RESPONDENT'S "Specific Qualifications" for and ability to perform the "Scope of Services" in the specific area of expertise.

3.3.2 CRITERION TWO: RESPONDENT BACKGROUND

- 3.3.2.1 Is the RESPONDENT currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 3.3.2.2 Provide any details of all past or pending litigation or claims filed against the RESPONDENT that would affect the RESPONDENT's performance under a Contract with A&M System.
- 3.3.2.3 Is the RESPONDENT currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.3.2.4 Does any relationship exist by relation, business association, capital funding agreement, or any other such kinship between the RESPONDENT and any A&M System employee, officer or Regent? If so, please explain.
- 3.3.2.5 Provide a claims history under insurance for the past five (5) years for the company and any team members proposed to provide services.

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

- 3.3.3.1 List **no more than three (3) examples** of relevant, previous projects undertaken by the RESPONDENT that best demonstrates the RESPONDENT's capacity and expertise to fulfill the requirements of the stated services. Each example should be well organized, and, when applicable, identify key personnel proposed for the A&M System contract who worked on the example project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
- Project name, location, and description.
 - Type of construction (new, renovation, or expansion).
 - Description of services the RESPONDENT provided for the project, office location and RESPONDENT's Project Manager that supported the services.

- The name of the owner's representative(s) who would be most familiar with the project, and contact information including telephone number and email address.

References shall be considered relevant based on specific project participation and experience with the RESPONDENT. 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 eservices with campuses in various stages of development is also useful.

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:

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

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for 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, or A&M System may contract with another master agreement firm.
- 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-18-004****DATE:**

In compliance with this RFQ, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFQ by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's option, and the Respondent may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of The Texas A&M University System;
- (v) Respondent has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFQ response;
- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xii) under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xiii) under Section 2155.006, Government Code, the vendor certifies that the individual or business entity named in this response 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 shall provide Federal EIN/Tax ID number, full VENDOR name and address of Vendor in the spaces below. Failure to either manually or electronically (DocuSign) sign in the Authorized Signature line below will disqualify the submission. The person signing shall show title and have authority to bind his/her firm into a contractual relationship.

Federal EIN/Tax ID: _____

Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFQ, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4)

**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.

Respondent Signature _____

Company Name _____

Date _____

Notary Signature _____

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" locations the RESPONDENT is willing to provide services.

SERVICE LOCATIONS	AVAILABILITY	OFFICE LOCATION
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 Subcontracting 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) |