

**REQUEST FOR QUALIFICATIONS
FOR
INDEFINITE DELIVERY-INDEFINITE QUANTITY
ARCHITECTURAL AND ENGINEERING SERVICES**

***TEXAS STATE TECHNICAL COLLEGE
STATEWIDE CAMPUSES
RFQ No.: DG-19-001***

DUE: March 1, 2019 @ 2:00 PM



Submit Bids To:
Danny de la Garza
Texas State Technical College
1901 N. Loop 499, Harlingen, Tx 78550
956-364-4554
danny.delagarza@tstc.edu

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Texas State Technical College
IDIQ Architectural and Engineering Services
RFQ-19-DG-001

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 **GENERAL INFORMATION:** Texas State Technical College (“TSTC”) is soliciting Statements of Qualifications for the selection of multiple firms (“Respondent”), to provide Architectural/Engineering (A/E) services for Indefinite Delivery Indefinite Quantity (IDIQ services for renovation and new construction projects with an estimated construction cost less than \$999,999 including but not limited to conceptual planning, schematic design, programing, design development, construction documents, bidding, the construction phase service and other services that are beneficial to TSTC planning, design renovation and construction of facilities for its 10 statewide campuses. Such services are expected to be required but are not limited to pre-project planning, estimating, programming, design, bid and construction phases of the project delivery process or any other service that is beneficial in the delivery of facilities The Respondent(s) will render these services to the TSTC as needed, with no minimum or maximum amount of services specified. In particular, the Respondent must be prepared to assign at least one person with significant related experience to be available as the point of contact for all oversight efforts for Texas State Technical College. Multiple A/E firms will be pre-qualified for any projects requiring A/E services for a 2 year term and an option to extend the contract for three additional one year terms. The Value of the contract including any renewals will not exceed \$499,999. The TSTC has the option to extend the term of this Agreement, or any renewal period, as necessary for Architect to complete work on any project approved by the TSTC prior to the expiration of the Agreement. The contract would require the A/E to provide a written proposal with fee on a Cost not to exceed project agreed upon by TSTC and architect. The contract would be amended to include the scope, fee, and all other requirements.

List of Services are below:

- a. Architectural/Engineering Services - On call services for typical design and construction projects that involve architectural and/or engineering projects.
- b. Mechanical/Electrical Engineering Services -- On call services for mechanical and/or electrical related projects.
- c. Structural Engineering Services - on call services for structural design and consultation related projects.
- d. Civil Engineering/Surveyor Services - on call services for civil and land surveying design and consultation related projects.
- e. Landscape and Irrigation Design Services - on call services for landscape and irrigation design and consulting services for new and existing projects.
- f. Environmental Consulting Engineer - on call services for environmental consulting and site assessment services.

RFQ ACKNOWLEDGEMENT FORM

To facilitate your firm’s participation in TSTC’s bid process, we ask that you fill in the requested information below as acknowledgement that you have received the RFQ noted above. By doing this, we will also be able to provide notification to you of any addenda to this solicitation. This RFQ contains four (4) geographic locations that proposers could choose to bid. Proposers are not required to submit bids for all locations. Proposers may submit bids for all or any location that they have the ability to cover.

Respondent/Vendor Name: _____
Contact Person: _____
Email Address: _____
Phone: _____ **Fax:** _____
Address: _____

Yes, our company has an interest in providing A/E Services to TSTC, see locations below

West Texas- Sweetwater, Abilene, Breckenridge, Brownwood

Waco- Waco, Hutto, Red Oak, Marshall

Harlingen

Ft. Bend

Please indicate if you are:

HUB

Non - HUB

Signed: _____

- 1.1.1 This Request for Qualifications (“RFQ”) is the first step in a two-step process. Based on RFQ submittals, service type and campus location, the TSTC will select **multiple qualified respondents** for award in future projects and an award letter will be sent to the selected respondents. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the TSTC. **TSTC may select multiple qualified respondents from each service type and geographic location that can best meet the needs of a statewide campus system.**
- 1.1.2 **In the second step of the process, TSTC will select the most qualified respondent(s) and negotiate a comprehensive contract with each of them. The comprehensive contract will be the overarching contract used as projects are assigned to the respondent. Projects will be assigned to the respondent based on geographic location and best fit for the project. TSTC will attempt to select a respondent that provides the best fit and the best value to the project and if TSTC is unable to make a selection TSTC may proceed to the next respondent in the order of the selection ranking until one is selected. TSTC has the right to bid out that specific project if no selection can be made. TSTC is not obligated to select the respondent offering the most attractive economic terms if that respondent is not the most advantageous to TSTC overall, as determined by TSTC.**
- 1.1.3 Disclaimer. TSTC will make every effort to analyze the qualifications of the respondents in an objective and analytic manner which can be readily recorded and explained. The establishment of a successful TSTC/Designer collaborative effort, however, is not easily reduced to quantitative data. Ultimately, the TSTC will select the Architect/Engineer with whom it feels most comfortable and who it believes is most likely to produce a successful project outcome.
- 1.1.4 No Minimum Amount of Work: TSTC makes no representations regarding the amount or type of services, if any, that Architect will be asked to provide to TSTC during the term(s) of this Agreement. It is expressly understood that the TSTC is under no obligation to request any services from Architect and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the TSTC on an as-needed basis, subject to future agreement on the scope of the work and the fee.
- 1.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
- 1.2.1 The TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.3 TYPE OF CONTRACT: Any contract resulting from this solicitation will follow a standard format, and any state law, as modified by mutual agreement of the parties.
- 1.4 CLARIFICATIONS AND INTERPRETATIONS: **College will consider written questions only until February 21, 2019 @ 10:00 AM from potential proposers.** Responses will be issued in an addendum and must be acknowledged as received in the Execution of Offer. Send all questions to Danny de la Garza at danny.delagarza@tstc.edu

1.4.1 Respondents shall consider only those clarifications and interpretations that TSTC issues by addenda prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the TSTC and should not be relied on in preparing Qualifications.

1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 **Submit (1) original copy of the Qualifications and (1) digital copy on a USB drive. The following items should be included with your bid submission.**

- **RFQ Acknowledgment Form to be the Cover Page**
- **Responses to Section 3 Statement of Qualifications**
- **Execution of Offer (must be signed for bid submission to be valid)**
- **Conflict-of-Interest-Form,**
<https://www.ethics.state.tx.us/forms/CIQ.pdf>
- **W9Form**
- <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

1.5.2 **Late received Qualifications will not be considered in the bid response.**

1.5.3 **The TSTC will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).**

1.5.4 Properly submitted Qualifications will not be returned to respondents.

1.5.5 Qualification materials must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the respondent.

1.5.6 Properly submitted Qualifications will be opened publicly and the names of the respondents will be read aloud.

1.6 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the TSTC.

1.6.1 Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation. Such information will be solicited from firms qualified by the TSTC to participate in step two of the selection process.

1.7 TSTC'S RESERVATION OF RIGHTS: The TSTC may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The TSTC reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. TSTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

- 1.8 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the TSTC.
- 1.9 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFQ process shall be at the sole risk and responsibility of the respondent. Respondents submit Qualifications and Proposals at their own risk and expense.
- 1.10 PRE-SUBMITTAL CONFERENCE: **There will be no pre-submittal conference conducted for this selection process**
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using respondents.) The TSTC will contract only with the individual firm or formal organization that submits a Qualification.
- 1.13 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this RFQ 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." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.14 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include Texas State Technical College. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.15 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.16 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for RFQ on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services

on a building or construction project for a governmental entity. The requirements of the rule are set forth in the Uniform General and Supplementary General Conditions for Texas State Technical College Building Construction Contracts.

- 1.17 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, RFQ, 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.
- 1.18 STATE REGISTRATION OF ARCHITECTURE FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners. 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, and Texas Occupations Code.
- 1.19 STATE REGISTRATION OF ENGINEERING FIRMS: Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.
- 1.20 GROUP PURCHASING AUTHORITY: Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (Texas Education Code 51.9335). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

SECTION 2 – EXECUTIVE SUMMARY

2.1 SCOPE OF WORK:

Texas State Technical College (TSTC) is requesting Qualifications (RFQ) from Architectural / Engineer firms for indefinite delivery indefinite quantity (IDIQ) for all TSTC campuses and off-side locations throughout the state of Texas. (Refer to attached State Map) TSTC may select multiple A/E firms and award projects based on geographic location and the best fit for the project.

In General: The Architect agrees to provide architectural and technical services on a per-project basis as requested by the TSTC in accordance with the terms of this Agreement. These services are generally describes as, but are not limited to:

- **Interior Modifications and Renovations including Programming**
- **Exterior Restorations and Waterproofing**
- **Roofing Improvements and Repairs**
- **Walkway, Roadway and Parking Lot Work**
- **Architectural Work Associated with Utilities**
- **Pre-Engineered CMU and Other Small Buildings**
- **Life Safety System Work**
- **ADA Upgrades and Inspections**
- **Signage and Way-finding**
- **Maintenance Projects**
- **Landscaping**

Project Scope: The specific scope of work for each project shall be determined in advance and in writing between the TSTC and the Architect. The TSTC shall prepare a project scope identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate and schedule for the project, and the basic services to be provided by the Architect for the project.

Architects Proposal: In response to TSTC's project scope, the Architect shall provide the TSTC with a written Project Proposal. The Project Proposal shall include the following:

- a. A narrative description of Architect's understanding of the project scope of work;
- b. A detailed statement of the basic and additional services anticipated for the project, including a list of deliverables;
- c. A description of particular phases of the scope of the work, if applicable;
- d. A Fee Proposal detailing:
 1. the total fee for providing the basic services expressed as a "Not to Exceed" amount;
 2. the total fee for providing additional services expressed as a "Not to Exceed" amount;and
 3. the total anticipated amount for reimbursable expenses;
- e. A proposed date to commence the work;
- f. A list of all respondents, persons and firms that Architect proposes to use in the performance of Architect's scope of work;
- g. A schedule of hourly billing rates for any respondents that Architect proposes to use in the performance of Architect's scope of work;

- h. A HUB Subcontracting plan, if required;
- i. Any qualifications or conditions applicable to the Project Proposal; and
- j. A summary statement of the amount of all previous proposals entered into under this Agreement to date.

Architect Proposal Review: The TSTC and the Architect shall review Architect's Project Proposal and negotiate any changes, clarifications or modifications thereto. The Architect shall submit a revised Project Proposal incorporating any changes, clarifications or modifications made in the review process. The TSTC may accept, reject or seek modification of any Project Proposal.

Notice to Proceed: Upon approval of a Project Proposal by the TSTC, the TSTC shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Architect to begin the work identified in the Project Proposal on the date specified in the Notice. The Notice to Proceed shall include a Purchase Order number specific to the project.

2.2 ARCHITECT'S GENERAL SERVICES AND RESPONSIBILITIES

Project Manager: The Architect shall manage the Architect's services and administer any project authorized pursuant to this Agreement. The Architect shall provide and/or coordinate the basic services necessary and reasonably inferable for the complete performance of any project authorized pursuant to this Agreement.

Standard of Care: Architect agrees to use its best professional efforts, skill, judgment, and abilities to perform Architect's services in an expeditious and timely manner as is consistent with professional standards of care and the orderly progress of any project authorized pursuant to this Agreement. Architect shall at all times provide a sufficient number of qualified personnel to accomplish Architect's services within the time limits set forth in the schedule.

Compliance with Laws: Architect shall endeavor to perform Architect's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

Existing Conditions: Architect shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Architect by TSTC, or any other party, that Architect uses for the Project.

Correction of Work: Architect's services shall be reasonably accurate and free from material errors or omissions. Upon notice, Architect shall promptly correct any known or discovered error, omission, or other defect without any additional cost or expense to TSTC.

Phasing: The Architect shall not proceed beyond any previously authorized phase of the work for a project unless authorized by the TSTC in writing, except at the Architect's own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

Representative: Architect shall designate a representative primarily responsible for Architect's services under this Agreement. The designated representative shall act on behalf of Architect with respect to all phases of Architect's services and shall be available as required for the benefit of any project and the TSTC. The designated representative shall not be changed without prior approval of the TSTC, which approval shall not be unreasonably withheld.

Documentation: The Architect shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The Architect shall bear the cost of providing all plans, specifications and other documents used by the Architect and its respondents.

2.3 THE TSTC'S RESPONSIBILITIES

Project Program: The TSTC shall provide a Project RFP setting forth the TSTC's description of the project scope; preliminary project budget; schedule; objectives, characteristics and constraints; and a description of the basic services to be provided by the Architect for the project.

Representative: The TSTC designates Ray Fried as its representative authorized to act in the TSTC's behalf with respect to the Project.

Special Information: The TSTC shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the project. TSTC shall furnish other special investigations of the Project site as requested by the Architect and as reasonably necessary for the Project. Architect shall exercise reasonable care in relying upon this information in the performance of its services under this Agreement. TSTC makes no warranties or representations as to the accuracy or suitability of information provided to the Architect by the TSTC or by others.

Entry on Land: The TSTC shall assist Architect in gaining entry to state owned or controlled property as necessary for Architect to perform its services under this Agreement.

Administrative Services: The TSTC shall furnish all legal, accounting, auditing and insurance counseling services that it requires for the Project.

Review of Work: The TSTC will review the Architect's documents at the completion of each stage of development as described in the Project Proposal. TSTC's review comments or decisions regarding the documents will be furnished to the Architect in a reasonably prompt manner. The TSTC will notify the Architect in writing of any material error or omission or other defect in the project or any conflict in the contract documents that the TSTC becomes aware of, but TSTC shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

Time for Response: The TSTC shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

2.4 ACCEPTANCE OF WORK

TSTC's Satisfaction: All work performed under this Agreement shall be completed to the satisfaction of the TSTC's representative assigned to the project. The TSTC's representative shall decide all questions regarding Architect's performance under the Agreement and such decisions shall be final and conclusive.

Correction of Work: Should Architect's services not conform to the requirements of this Agreement and the Project Proposal as determined by the TSTC's representative, TSTC may order the Architect to re-perform such services at no additional expense to the TSTC or deduct the fees for such services from any other fees payable to the Architect.

Liability: TSTC's approval or acceptance of Architect's services will not release Architect from any liability for such services because TSTC is, at all times, relying upon Architect's skill and knowledge in performing Architect's services.

2.5 COMPENSATION FOR SERVICES RENDERED

TSTC's Approval Required: TSTC agrees to pay Architect for those services rendered at TSTC's specific request, in advance and in writing.

Scheduled Billing Rates: Attached as Exhibit A, and incorporated herein, is Architect's Schedule of Billing Rates, including hourly billing rates and/or per service billing rates as applicable. The Billing Rates include all costs for any identified services and the Architect shall not be entitled to any additional compensation for providing those services. The Schedule of Billing rates shall remain in full force and effect for the term of this Agreement, including all renewal periods.

Basic Service: For Basic Services rendered in connection with any project authorized pursuant to this Agreement, Architect shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with Architect's Project Proposal, up to the maximum "Not to Exceed" amount approved in Architect's Project Proposal.

Additional Services: Additional Services are services not identified or reasonably inferable as Basic Services included in a Project Proposal. Additional Services shall be provided only if authorized or confirmed in writing by the TSTC. For approved Additional Services provided in connection with any project authorized by this Agreement, Architect shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with Architect's Additional Services Proposal, up to the maximum "Not to Exceed" amount approved in Architect's Additional Services Proposal.

Respondent Costs: Unless approved in advance by the TSTC, Architect shall pay for all respondent services and costs associated with his services under this Agreement,

Whether basic services or additional services, out of his fees. TSTC is not responsible for any such respondent fees or costs unless otherwise agreed to in writing.

2.6 REIMBURSABLE EXPENSES

Reimbursable Expenses: Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable Expenses recoverable by the Architect under this Agreement are limited to the following:

- a. Fees paid for securing approval of authorities having jurisdiction over any particular project;
- b. Expenses of reproductions, printing, collating, postage and handling of Drawings, Specifications, Reports and other documents or other project related work product, but excluding plotting costs of drawings, reproductions for the use of Architect and Architect's respondents as well as up to three (3) review sets as necessary for progressive reviews by TSTC in accordance with the Project Proposal.
- c. Disbursements made by the Architect under approved subcontracts.

Compensation for Reimbursable Expenses: The Architect and its employees and respondents, shall be compensated for the actual, out-of-pocket, reasonable costs for all approved Reimbursable Expenses that are incurred solely and directly in connection with the performance of the Architect's services and duties under this Agreement or in the interest of any particular project.

Proposal Costs Not Recoverable: Architect is solely responsible for any expenses or costs, including expenditures of time, incurred by the Architect and its employees and respondents in the development of Project Proposals or Additional Services Proposals. Such expenses or costs are not Reimbursable Expenses.

2.7 INVOICING

Monthly Invoices: Architect shall submit a monthly record or invoice of services performed under this Agreement identifying all fees earned and reimbursable expenses incurred in the previous month. Invoices shall be submitted in a format approved by the TSTC and must contain at least the following information:

- a. Project Name and Work Order Number;
- b. TSTC Agreement Number;
- c. Architect's Tax Identification Number;
- d. Name of Project Manager;
- e. Identification of billing period, by calendar month, to which the invoice applies;
- f. Itemized description of services provided including the names, billing rates and amount of time per task expended by all persons who performed services on the project during the billing period.
- g. Completion status of project by percentage;
- h. Total amount of invoice;
- i. Total amount of prior Invoices and maximum contract sum;
- j. Copy of all receipts in support of any reimbursable expenses invoiced;

Limited to Maximum Contract Sum: It is the responsibility of Architect not to provide services or submit invoices that exceed the maximum contract sum. Services provided, and/or expenses incurred that exceed the maximum contract sum without TSTC's written consent will be at Architect's financial risk and TSTC shall not be obligated to pay for any such services or expenses.

If awarded a project, payment of invoices shall be made within 30 days of TSTC's approval. Invoices are to be sent to the following addresses, depending upon project location.

TSTC Accounts Payable
1902 N. Loop 499
Harlingen, TX 78550
harlingeninvoice@tstc.edu

TSTC Accounts Payable
3801 Campus Drive
Waco, TX 76705
wacoinvoice@tstc.edu

Prompt Payment: For purposes of Texas Government Code § 2251.021(a)(2), the date the performance of service is completed is the date when the TSTC's representative approves the invoice.

Exceptions to Payment: Regardless of any other provision of this Agreement, TSTC shall not be obligated to make any payment requested by Architect under this Agreement if any of the following conditions precedent exist:

- a. Architect is in breach or default under this Agreement;
- b. The requested payment includes services not performed in accordance with this Agreement; provided, however, payment shall be made the balance of the services that are performed in accordance with this Agreement;
- c. The total of Architect's Invoices exceed the maximum contract sum;
- d. Architect has failed to make payments promptly to respondents or other third parties used in connection with the services for which TSTC has made payment to Architect;
- e. Architect becomes insolvent, makes a general assignment of its rights or obligations for the benefit of its creditors, or voluntarily or involuntarily files for protection under the bankruptcy laws; or
- f. If TSTC, in its good faith judgment, determines that the balance of unpaid compensation is insufficient to complete the services required under this Agreement.

Partial Payment: No partial payment by TSTC shall constitute or be construed as final acceptance or approval of any services or as a release of any of Architect's obligations or liabilities with respect to such services.

Subcontractor Payment: Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

Final Payment and Release: The acceptance by Architect or Architect's successors of final payment under this Agreement, shall constitute a full and complete release of TSTC from any and all claims, demands, and causes of action whatsoever that Architect or Architect's successors have or may have against TSTC pursuant to this Agreement except those claims specifically identified in writing by Architect as unsettled at the time of the final request for payment.

2.8 ARCHITECT'S ACCOUNTING RECORDS

Architect shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting principles. Such records shall be available to the TSTC or the TSTC's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. TSTC shall have the right to audit and to verify the details set forth in Architect's billings, certificates, and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.

2.9 OWNERSHIP AND USE OF DOCUMENTS

All documents prepared by the Architect are instruments of service and shall remain the property of the Architect. The TSTC shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Architect for information and reference in connection with the TSTC's use and occupancy of the project. TSTC shall have an irrevocable, fully paid-up perpetual license and right, which shall survive the termination of this agreement, to use the documents, including the originals thereof, and the ideas and designs contained therein, for any purpose.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Architect's rights.

2.10 TERMINATION OF AGREEMENT

Termination for Cause: This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience under section 2.3.9.1 and Project Architects recovery for termination shall be strictly limited to the compensation allowable under section 2.3.9.1

Termination for Convenience: This agreement may be terminated for convenience by the TSTC in whole or in part, upon at least ten (10) days written notice to the Architect.

Compensation: In the event of termination not the fault of the Architect, the Architect shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Architect delivers to TSTC statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Architect prior to termination.

2.11 DISPUTE RESOLUTION

To the extent that it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Project Architect to resolve any claim for breach of contract made by Project Architect that is not resolved in the ordinary course of business between Project Architect and TSTC.

Alternative Dispute Resolution Process. TSTC may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

Nothing herein shall hinder, prevent, or be construed as a waiver of TSTC's right to seek redress on any disputed matter in a court of competent jurisdiction.

In any litigation between the TSTC and the Project Architect arising from this Agreement or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.

Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Project Architect, in whole or in part. TSTC and Project Architect agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

In accordance with Chapter 2260, the TSTC designates Ray Fried as its representative for the purpose of reviewing Architect's claim(s) and negotiating with Architect in an effort to resolve such claim(s).

2.12 INDEMNITY

The Architect shall hold TSTC, Texas State Technical College, and the Regents, officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify TSTC and Texas State Technical College and the Regents, officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the Architect, its employees, agents and/or assigns.

2.13 FACILITY PROGRAM:

If required, a notional layout / conceptual floor plan for the project will be provided (conceptual plan included after HSP forms). The TSTC intends that the successful respondent will be a part of the final development, verification and approval of the Program as a part of Preconstruction Services.

PROJECT PLANNING SCHEDULE: Key Project planning schedule milestones are:

Advertise RFQ.....	02/13/2019
Last Day for Questions.....	02/21/2019
RFQ Due.....	03/01/2019 2:00 PM
Evaluations.....	03/4/2019- 03/8/2019
Interviews if required.....	03/11/2018- 03/15/2019
Award.....	03/18/2019

2.15 TSTC'S SPECIAL CONDITIONS: All special conditions are included as part of the proposed contract attached as an exhibit to this document.

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

3.1 Criteria One: Company's ability to undertake the ID/IQ Architectural/Engineering Services. 20%

Provide the following information for the firm

- Legal name of the company as registered with the Secretary State of Texas.
- Number of years in business.
- Number of Employees by skill group.
- Provide a financial statement or balance sheet (does not need to be audited)
- Is your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity?
- Provide details of any past or pending litigation (or claims filed) including malpractice and error and omission claims in the past 5 years. Are any still pending?
- Is your firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.
- Describe your company's philosophy on errors and omissions in design.
- Provide the annual volume of work (total fee) in the past 3 years.

3.2 Criteria Two: Company's experience in delivering IDIQ Services. 20%

- List three (3) projects for which you have provided indefinite quantity indefinite delivery that are most closely related to the services described in this RFQ.
- Include the following information.
 - Project name, location, TSTCs current contact information
 - Contract delivery method
 - Narrative of project scope
 - Construction Costs
 - Design Schedule, Construction Schedule. Was the design and construction schedule completed on time?
 - List the A/E team member for each project and their role.

3.3 Criteria Three: Qualifications of Company's assigned personnel and their likely roles. 20%

- Identify the key professionals that will be involved in indefinite quantity indefinite delivery for these services and their likely roles. Specifically name the person who will support the oversight efforts for each of the TSTC campus locations.
- Provide resumes of the A/E team who will likely be assigned to ID IQ projects

3.4 Criteria Four: Companies approach to designing IDIQ projects. 20%

- Describe your companies approach to delivering ID/IQ services.

3.5 Criteria Five: Companies knowledge of local conditions and codes. 20%

- List experience with TSTC or other institutions of higher education.
- Specifically list which of the following campuses your organization is capable of providing ID/IQ services for.
Waco, Harlingen, Sweetwater, Marshall, Fort Bend, North Texas, Hutto, Abilene, Brownwood, Breckenridge).
Exclude campuses that do not fit your Company’s geographic area.
- Provide a crosswalk for the office location that will be managing at each campus location. Exclude any campus location that does not fit your company’s geographic delivery area.

Check List Review

Name	Notes
<input type="checkbox"/> Proposal Cover Page	Pg. 4 of RFQ
<input type="checkbox"/> Execution of Offer	Must be signed. Failure to include a signed Execution of Offer will result in automatic disqualification.
<input type="checkbox"/> Conflict of Interest Questionnaire	Must be signed. If no conflicts exist, enter “None” and sign it. https://www.ethics.state.tx.us/forms/CIQ.pdf
<input type="checkbox"/> W9 Form	https://www.irs.gov/pub/irs-pdf/fw9.pdf

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EXECUTION OF OFFER (PAGE 1 OF 5)

NOTE TO RESPONDENTS: MUST SUBMIT ENTIRE SECTION SIGNED WITH (RFQ) 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, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT TSTC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

- 3.5.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the TSTC and Respondent; (3) the TSTC has made no representation or warranty, written or oral, that one or more contracts with the TSTC will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
- 3.5.2 By signature hereon, Respondent offers and agrees to furnish to the TSTC the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 3.5.3 By signature hereon, Respondent affirms that he has 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.
- 3.5.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 3.5.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or TSTC represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.

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- 3.5.6 By signature hereon, Respondent represents and warrants that:
- 3.5.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
 - 3.5.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - 3.5.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - 3.5.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - 3.5.6.5 Respondent, if selected by the TSTC, will maintain insurance as required by the Contract;
 - 3.5.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the TSTC will rely on such statements, information and representations in selecting the successful Respondent. If selected by the TSTC as the successful Respondent, Respondent will notify the TSTC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.5.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.5.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- 3.5.9 By signature hereon, Respondent certifies as follows:
- 3.5.9.1 "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, RFQ, 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."

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- 3.5.9.2 “Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this RFQ 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.”
- 3.5.9.3 “Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only.”
- 3.5.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State Technical College component, or Respondent has not been an employee of any Texas State Technical College component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the TSTC entering into any contract with Respondent.
- 3.5.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 2155.004 Texas Government Code).
- 3.5.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ 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 or proposed as of the date of this solicitation.
- 3.5.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.5.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent’s Qualifications.
- 3.5.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.5.16 By signature hereon, Respondent certifies that no member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

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ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable):

Failure to properly acknowledge addenda may result in disqualification.

Addendum # _____	Issued _____	Initials: _____
Addendum # _____	Issued _____	Initials: _____
Addendum # _____	Issued _____	Initials: _____

Name	Signature Required
<input type="checkbox"/> Pursuant to the provisions of Chapter 2270 of the Texas Government Code, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.	
<input type="checkbox"/> Pursuant to the provisions of Chapter 2252 of the Texas Government Code, Contractor verifies that it is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code for the PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS	

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EXECUTION OF OFFER (PAGE 5 OF 5)

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of TSTC's needs.
- 4.1.2 Qualifications shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets, Execution of Offer do not count as printed pages. Bigger is not necessarily better.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the TSTC.
- 4.1.5 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the TSTC, at its option.
- 4.1.6 The TSTC makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFQ. The TSTC reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in TSTC's best interest.
- 4.1.7 Qualifications shall consist of answers to questions identified in Section 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.
- 4.1.8 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with bindings or staples.
- 4.2.2 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 TSTC for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3. TABLE OF CONTENTS:

4.3.1 Submittals shall include a “Table of Contents” and give page numbers for each part the Qualifications.

4.4 PAGINATION:

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the

Section 5

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFQ, ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

1. BIDDING REQUIREMENTS

- 1.1 Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Late and/or unsigned RFQ will not be considered under any circumstances. Person signing RFQ must have the authority to bind the firm in a contract.
- 1.3 RFQ cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No RFQ can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
- 1.4 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in RFQ. Excise Tax Exemption Certificates are available upon request.
- 1.5 TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the RFQ to best serve the interests of TSTC.
- 1.6 Consistent and continued tie bidding could cause rejection of RFQ by TSTC and/or investigation for antitrust violations.
- 1.7 TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive RFQ'S will not be considered.

2. SPECIFICATIONS

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. RFQ'S on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, RFQ should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the RFQ. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

- 2.4 Samples, when requested, must be furnished free of expense to TSTC. If not destroyed in examination, they will be returned to the proposer, on request, at proposer's expense. Each sample should be marked with proposer's name and address, and requisition number. Do not enclose in or attach RFQ to sample.
- 2.5 Any oral statement or representation will not bind TSTC contrary to the written specifications of this Request for Qualifications (RFQ).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the RFQ.

3. TIE BIDS

Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

4. DELIVERY

- 4.1 Show number of days required to place material in the TSTC central receiving designated location under normal conditions. Delivery days means calendar days, unless otherwise specified.
- 4.2 If delay is foreseen, vendor shall give written notice to the ordering agency. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the ordering agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of TSTC.
- 4.4 Delivery shall be made during normal working hours only, unless prior written approval has been obtained from ordering agency.

5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TSTC. Authorized ordering agency personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the RFQ or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TSTC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

A response to this RFQ is an offer to contract based upon the terms, conditions and specifications contained herein. RFQ's do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and

interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, 2157.003 shall also be considered in making an award. Any legal actions must be filed in Travis or McLennan County, Texas.

7. PAYMENT

Vendor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, below.

8. PATENTS OR COPYRIGHTS

The vendor agrees to protect TSTC from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS

Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to IFBs must give the requisition number, codes, and opening date.

10. BIDDER AFFIRMATION

Signing this RFQ with a false statement is a material breach of contract and shall void the submitted RFQ or any resulting contracts, and the vendor shall be removed from all bid lists.

- 10.1 The proposer has not given, offered to give, 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 RFQ.
- 10.2 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the RFQ made to any competitor or any other person engaged in such line of business.

- 10.3 Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFQ.
- 10.4 Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this RFQ is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.5 Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this RFQ is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.6 The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 10.7 Proposer agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.8 Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies proposer will complete the following information in order for the RFQ to be evaluated:
 Name of Former executive: _____
 Name of State agency: _____
 Date of separation from State agency: _____
 Date of Employment with proposer: _____
- 10.9 Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

11. Pursuant to Section 231.006©, Family Code,

RFQ must include names and Social Security Numbers of each person with at least 25% Ownership of the business entity submitting the RFQ. Attach name & social security numbers for each person. This information must be provided prior to contract award.

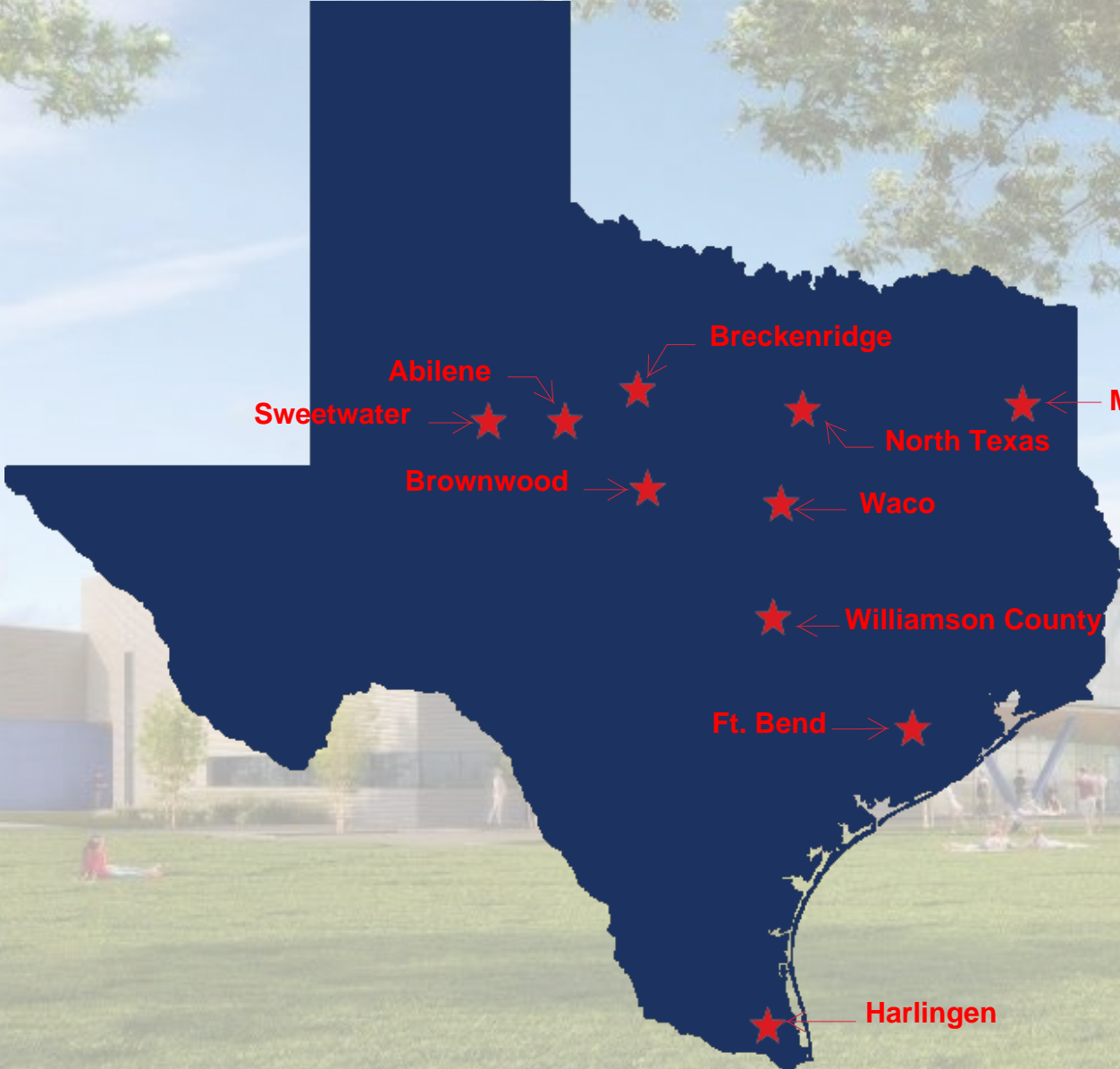
12. NOTE TO PROPOSER:

Any terms and conditions attached to a RFQ will not be considered unless specifically referred to on this RFQ form and may result in disqualification of the RFQ. The dispute resolution process

provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.

13. BEST VALUE CRITERIA

- the quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- the number and scope of conditions attached to the RFQ;
- the ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference; the character, responsibility, integrity, reputation, and experience of the proposer;
- related to the above, how close is the proposer's office to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;
- related to the above, how close are the proposer's sub-contractors to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;
- the quality of performance of previous contracts or services;
- any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- and the ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract.
- The purchase price:
- Any relevant criteria specifically listed in the RFQ or request for qualifications.



Abilene

Sweetwater

Breckenridge

Marshall

North Texas

Brownwood

Waco

Williamson County

Ft. Bend

Harlingen