



REQUEST FOR QUALIFICATIONS
FOR
Bond Counsel Services

TEXAS STATE TECHNICAL COLLEGE
RFQ No.: RFQ-17-CA-001

POSTED:
Friday, January 27, 2017

SUBMITTAL DUE DATE:
Tuesday, February 28, 2017 at 2:00 p.m.

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1.0 GENERAL INFORMATION

1.1 Description of TSTC

Texas State Technical College (“TSTC”) a state-supported two-year technical college and is the state’s largest provider of technical education. TSTC was originally established in 1965 as the James Connally Technical Institute (JCTI), a two year college in the Texas A&M University System designed to meet the state’s evolving workforce needs. In 1969, the State of Texas gained ownership of James Connally Air Force Base and renamed the college Texas State Technical Institute (TSTI), which became a separate state agency with its own Board of Regents, appointed by the governor. TSTC been continuously accredited by SACS-COC as a Level I institution since 1968. The college is an open enrollment institution with a full-time equivalent enrollment of approximately 12,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

In 2015, the college was granted single-accreditation status from the Southern Association of Colleges and Schools Commission on Colleges, the regional body for the accreditation of degree-granting higher education institutions in the Southern states. The college central administration is located in Waco, Texas, the site of the flagship campus. The college has campuses in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

TSTC is governed by a nine-member Board of Regents, appointed by the Governor with the advice and consent of the Senate for six-year, staggered terms. The current members of the Board are: Ellis Skinner, J.V. Martin, Ivan Andarza, Joe Gurecky, John Hatchel, Joe Hearne, Linda McKenna, Penny Forrest, and Keith Honey. Mike Reeser is the Chancellor of the TSTC System.

1.2 Purpose of the Request for Qualifications

TSTC seeks proposals in response to this Request for Qualifications (“RFQ”) from law firms interested in providing bond counsel services for tuition revenue bond issuances in an amount from \$9,500,000 to \$58,000,000, contingent on approvals, and the approval of the Office of the Attorney General. Also, the College may require bond counsel assistance for other debt-related matters. The term of the proposed services will extend from the date of appointment for a period of three years.

1.3 Authority

Pursuant to §2254.028, Texas Government Code, a finding by the chief executive officer of TSTC has been made that the counsel services are necessary to ensure that the College receives competent and relevant legal counsel regarding the tuition revenue bond issuances and other debt-related matters in order for the College to make sound financial decisions.

1.4 Submission of Proposals

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127, sealed Proposals will be received until the date and time established for receipt. After, receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

TSTC will receive Proposals until Tuesday, February 28, 2017 at 2:00 p.m. CST. Proposals must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.

Proposals **will not** be received by telephone, fax, or email. Proposals will only be received at the location described below:

Charlotte Ables, CTPM
Texas State Technical College
103 10th Street
Patterson Hall – Procurement Services
Waco, Texas 76705

Submit one (1) original and one (1) identical electronic copy of the proposal and all of its contents. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy original proposal.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. **The envelope must clearly identify the RFQ number, submittal due date, and the name and return address of the respondent.** Proposals and any other information submitted by respondents in response to this RFQ shall become the property of the TSTC.

Failure to comply with all requirements contained in this RFQ may result in the rejection of the Proposals. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFQ, or irregularities of any kind are subject to rejection.

Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud. Proposals cannot be altered or amended after opening time. Proposals cannot be withdrawn after opening time without written approval by TSTC based on a written request to withdraw.

By submitting a Proposal in response to this RFQ, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC.

1.5 Questions

All questions regarding this RFQ must be submitted in writing to Charlotte Ables, Sr. Buyer at charlotte.ables@tstc.edu no later than **January 13, 2017 at 11:00 a.m.** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFQ and respondents shall acknowledge receipt of each addendum to the RFQ in its Proposal. Addenda will be posted on the ESD website at <http://esbd.cpa.state.tx.us/>. Written notice of any addenda issued for this RFQ will be given to all firms who receive the RFQ directly from TSTC or who have submitted their contact information to the Sr. Buyer prior to January 12, 2017.

1.6 Key Events Schedule

Issuance of RFQ	Friday, January 27, 2017
Deadline for Submittal of Questions	Friday, February 10, 2017, 11:00 a.m.
Submittal	Tuesday, February 28, 2017, 2:00 p.m.

1.7 Proposal Evaluation Process

TSTC may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. TSTC may select a shortlist of respondents to participate in the interview process, which may be conducted in person or through the use of technology.

TSTC may first attempt to negotiate a contract with the selected respondent. TSTC will not negotiate the State of Texas terms and conditions or the firm’s or attorney’s indemnification of TSTC. TSTC may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTC is unable to reach a contract with the selected respondent, TSTC may formally end negotiations with that respondent and proceed to the next “best value” respondent in the order of the selection ranking until a contract is reached or all Qualifications are rejected.

Qualifications will be reviewed by the bond counsel review committee.

1.8 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from Respondent’s participation in this RFQ process shall be at the sole risk and responsibility of the Respondent.

1.9 Taxes

TSTC is exempt from taxes pursuant to the provisions of the *Texas Tax Code*, Chapter 151. Do not include taxes in the Proposal. Excise Tax Exemption Certificates are available upon request.

1.10 Reservation of Rights

TSTC may evaluate the Proposal based on the anticipated completion of all or any portion of the Project. 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 Qualifications 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.

1.11 Texas Public Information Act

All information, documentation, and other materials submitted in response to this RFQ 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. TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

1.12 Equal Opportunity

The Respondent must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.13 Accuracy of Information

TSTC and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should a dispute arise regarding the meaning or intent of the Contract Documents, the decision of the TSTC shall be final and binding upon the Respondent.

1.14 Contract Award

A response to the solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. RFQ's do not become contracts and are not binding until a written contract, signed by authorized College administrator and authorized personnel of the awarded Respondent pursuant to this agreement are formed.

The RFQ and submitted responsive documents, or portions of each, and at the College's sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Respondent after execution of the contract by both parties.

Firms responding must maintain a Texas office staffed with personnel who are responsible for providing bond counsel services to TSTC. All things being equal, the Board will give first consideration to firms headquartered in Texas, but in no event will any firm be reimbursed for travel expenses incurred within the State of Texas unless specifically authorized by TSTC.

TSTC will evaluate responses to this RFQ to identify the most highly qualified firm. The Committee's determination will be based solely on demonstrated competence, knowledge and qualifications and on the reasonableness of the proposed fees for the services.

TSTC reserves the right to negotiate all elements of the contract for legal services and to approve all personnel assigned TSTC's work. If personnel assignments are to be changed, the firm will have to submit resumes of those to be assigned and their addition to the contract will be subject to TSTC's and the Office of the Attorney General's approval.

1.15 Compliance with Laws

The services provided and all representations in the RFQ response must be such that they are or would be in conformity with all federal, state, county and local laws, regulations, rules, and orders. Upon request, the Respondent shall furnish to TSTC certificates of compliance with all such laws.

1.16 Termination for Convenience

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of TSTC or the Respondent, by giving thirty (30) calendar days' notice thereof to the selected firm or attorney.

1.17 Termination for Default

In the event that the services to be performed under this contract must be completed by a certain date, the Respondent is required to provide immediate notice at such time it has knowledge that it will be unable to perform the services within the time required.

1.18 Assignment

The Respondent may not assign, transfer, convey, or subcontract this contract, any services to be performed as outlined in the RFQ, or any of its obligations under this contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion.

1.19 Ethics Conduct

Any direct, or indirect, actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify Respondents from current and future consideration for participation in TSTC orders and contracts.

1.20 Drug Policy

TSTC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by a Respondent, while on TSTC premises, is strictly prohibited.

1.21 Invoices

Original invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments; Name and address of the Respondent, Respondent's invoice remittance address, Purchase order number authorizing the services, detailed breakdown of monthly total price for services, and any other related documentation to show proof of services rendered.

Invoices should be received no later than the (15) fifteenth day of every month. Each invoice is subject to review and approval by TSTC and the Office of the Attorney General before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by TSTC is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTC will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code.

Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the selected firm or attorney.

Invoices shall be submitted by mail to:
Texas State Technical College
Procurement Services
3801 Campus Drive
Waco, Texas 76705

1.22 Confidential Information

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by the chosen Respondent in the performance of services for TSTC, that is not generally known to the public, will be confidential and the Respondent will not, beginning on the date of first association or communication between TSTC and contractor and continuing throughout the term of the contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Respondent's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, Responder will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Respondent as an independent contractor

of TSTC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TSTC. Respondent will obtain assurances similar to those contained in this Section from any partners, associates or employees of the firm.

1.23 Governing Law

The contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

2.0 SCOPE OF SERVICES

2.1 Overview

TSTC seeks proposals in response to this Request for Qualifications (“RFQ”) from individual attorneys or firms with the qualifications and experience required to provide bond counsel services for tuition revenue bond issuances in an amount from \$9,500,000 to approximately \$58,000,000 contingent on approvals, and the approval of the Office of the Attorney General. Also, the College may require bond counsel assistance for other debt-related matters. The term of the proposed services will extend from the date of appointment for a period of three years.

Any additions to or differences from the minimum requirements for the Scope of Services requested shall be clearly identified in the Proposal Response.

2.2 Scope of Work

Responses to this RFQ should be based upon performance of the following tasks related to tuition revenue bond refunding and reissuance:

- 1) Assisting in making presentations and required submissions and obtaining approval of the Bond Review Board and any other State entity with supervisory powers over the issuance of bonds by TSTC, including the Attorney General’s Office.
- 2) Preparing all resolutions, agreements, contracts, and other documents to which TSTC is a party and which will be necessary in connection with the refunding and issuance of bonds.
- 3) Attending meetings of the Board to the extent required or requested.
- 4) Attending all document sessions to the extent required or requested.
- 5) Representing TSTC in the preparation of any bond refunding and purchase contracts and insuring that all participants, including underwriters and investment banking firms, whether retained by or contracting with TSTC, disclose all conflicts of interest to and with TSTC and any other parties involved in the bonds. Assisting TSTC in presentations to the major rating agencies in order to obtain ratings for the bonds.
- 6) Rendering a legal opinion that the bonds:
 - (a) Will be binding obligations of TSTC and validly issued under Texas law; and,
 - (b) The interest on the bonds is excludable from gross income tax under existing federal law.
- 7) Preparing any IRS filings required by federal tax law.
- 8) Rendering such other written opinions of bond counsel pertaining to investment earnings and any amounts required to be rebated to the United States as excess arbitrage earnings, if any, and any other written opinions of counsel which may be required under the terms of the Bond Resolution or under the Internal Revenue Code, as amended.
- 9) Assisting in the preparation of specified sections of the Preliminary Official Statement and the Final Official Statement, with the understanding that bond counsel will not be expected to independently verify other data contained in the Official Statement.
- 10) Preparing certain certificates and reviewing such other documents as are customary and necessary in order to structure and issue bonds.
- 11) Rendering advice to individual Board Members, the Board and Staff of TSTC to the effect that representations or certifications made by the Board, individual Board Members and Staff in connection with the issuance of the bonds are authorized or required by law and that bond counsel is not aware of any fact or omission which would make any representation or certification untrue or misleading.
- 12) Providing advice and counsel on continuing compliance with securities, tax, and other applicable law.

- 13) Providing assistance on legislative matters affecting TSTC and its client agencies.
- 14) Supervising the printing, execution and delivery, when necessary, of the bonds to the purchasers and the printing and binding of the bond transcripts.
- 15) All other matters necessary or incidental to the refunding and issuance of the bonds.

In addition to matters pertaining to bond issuance, the Bond Counsel may also be engaged to provide legal advice on other matters regarding debt financing arrangement and possibly prepare associated legal documents on TSTC's behalf. Such engagement would be compensated on a time and expenses basis, specifically authorized in advance by TSTC.

2.3 Contract Administration

The Vice Chancellor and CFO will be the Contract Manager for this contract. TSTC will monitor performance of any contract issued pursuant to this RFQ.

2.4 Change or Addition to Scope of Services

TSTC, without invalidating the contract, may make changes by altering, adding to, or deducting from the Scope of Services at any time during the term of the contract in order to meet current TSTC needs. The contract pricing shall be adjusted accordingly, upon mutual agreement between TSTC, the Office of the Attorney General, and the attorney or firm.

3.0 PROPOSAL FORMAT

The Proposal must be organized in sections in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous proposals are not desired.

3.1 Proposal Cover Page

The Proposal Cover Page, Attachment A, should be the first page of your Proposal.

3.2 Execution of Offer

The Execution of Offer Page, Attachment B, should be the second page of your Proposal. The Execution of Offer must be signed by a person authorized to sign for Respondent. **Failure to submit a signed Execution of Offer will result in automatic disqualification.**

3.3 Table of Contents

A Table of Contents should be the third section of your Proposal. The Table of Contents shall give page numbers for each section of the Proposal. Number all pages of the Proposal sequentially using Arabic numerals (1, 2, 3, etc.).

3.4 Proposal Contents

A. Overview of the Firm

Provide a description of the firm, date founded, number of offices, location and number of attorneys and employees in each office, total number of employees and attorneys, description of specialty practice areas and firm philosophy. Indicate which office will be responsible for day-to-day contact with TSTC. Describe the structure of firm ownership (e.g., publicly held corporation, partnership, etc.) and any parents, affiliates or subsidiaries of the firm.

B. Qualifications

- (1) List the experience since January 2014 of the firm and/or the attorneys proposed to be assigned to TSTC (see number C below also) as bond counsel, underwriter's counsel, tax counsel, or disclosure counsel. This information may be presented in an Appendix, in chart form, organized to clearly indicate the type of issuer, name of issuer, title of bonds, date and amount by type of issuer: i.e., state agencies and institutions of higher education, local governments, special purpose districts, school districts, and others.
- (2) In narrative form, describe your experience and qualifications, including any necessary licenses, and how they relate to and would add unique value to TSTC in issuing new debt.
- (3) List any recent clients that you served as bond counsel that were institutions of higher education or state agencies.

C. Resumes

Provide resumes, which include each person's licensure, current office location, position with the firm, and years of experience, for those individuals who would be assigned to serve TSTC, and indicate specifically the proposed role of each individual. Specify who would be assigned as the primary day-to-day contact for TSTC and indicate the role they played in the transactions listed in number B(1), above.

D. Conflicts of Interest

Please describe any potential conflicts of interest, specifically including any and all relationships with any member of the TSTC Board of Regents or TSTC administrators (Chancellor or Vice Chancellors). In addition, identify each matter in which the firm has, within the past calendar year, represented any entity or individual with an interest adverse to TSTC or to the State of Texas, or any of its boards, agencies, commissions, universities, or elected or appointed officials.

E. References

Please provide a minimum of three (3) references from clients for whom similar services were performed. Include project description, contact name, position, and company name and telephone number for each reference listed.

F. Fee Structure

Please provide your fee structure, including hourly rates, a per transaction maximum on hourly fees, flat fees, and a per transaction cap on bond-transaction expenses (not to be exceeded without prior approval from TSTC). Please provide a minimum and a maximum cost of services related to issuance of the proposed \$9,500,000 to approximately \$58,000,000 in tuition revenue bonds including a sliding scale of rates for amounts between the minimum and maximum. Additionally, please provide your fee structure as it applies to general bond counsel services related to other debt financing arrangements. It is expected that these services would be billable on a time and expenses basis and would be specifically pre-authorized by TSTC and the Office of the Attorney General.

3.5 Attachments

The following documents should be included as attachments:

- Conflict of Interest Questionnaire (Attachment D) – if no conflicts exist enter “None” and sign it.

4.0 PROPOSAL SELECTION CRITERIA

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTC.

An evaluation team from TSTC will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may give consideration to additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Contractor will be those factors listed below:

Threshold Criteria Not Scored:

- Ability of TSTC to comply with laws regarding Historically Underutilized Businesses; and
- Ability of TSTC to comply with laws regarding purchases from persons with disabilities.

Scored Criteria:	Points:
Experience and demonstrated competence in bond matters	30
Qualifications of Key Personnel	30
Firm's resources and Texas Presence	20
References	15
Completeness and organization of proposal	5
Total Points	100

5.0 ATTACHMENTS:

Attachment A – Proposal Cover Page

Attachment B – Execution of Offer

Attachment C – Terms and Conditions

Attachment D – Conflict of Interest Questionnaire

Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
BOND COUNSEL SERVICES
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FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL EMPLOYER ID #: _____ or SS # (if sole owner): _____

TEXAS CHARTER # IF APPLICABLE: _____

IS YOUR COMPANY A HUB VENDOR? _____ WHAT CATEGORY? _____

Attachment B – Execution of Offer
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NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. 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.

- A. 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 Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner 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.
- B. By signature hereon, Respondent offers and agrees to furnish to the Owner 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.
- C. 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 Proposal.
- D. 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.
- E. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner 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.
- F. By signature hereon, Respondent represents and warrants that:
 - 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;
 - 2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - 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;

Attachment B – Execution of Offer – Continued
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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;
 5. Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
 6. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- G. 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 firm and to bind the firm under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Proposal.
- H. 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.
- I. By signature hereon, Respondent certifies as follows:
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.”
 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. “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.”
- J. 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 Owner entering into any contract with Respondent.
- K. 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).
- L. 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.

Attachment B – Execution of Offer – Continued
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- M. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

- N. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas and Texas State Technical College, all of its officers, agents, regents 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 Proposal.

- O. 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 Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

- P. 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.

Attachment B – Execution of Offer – Continued
TEXAS STATE TECHNICAL COLLEGE

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent firm’s officials, partners or principals 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.

ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned RFQ (initial if applicable):
Failure to properly acknowledge addenda may result in disqualification.

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

Respectfully Submitted,

Respondent’s Name: _____

Respondent’s State of Texas Tax Account No. (or EIN): _____ *(This 11 digit number is mandatory)*

If a Corporation: State of Incorporation: _____

Respondent’s Charter No: _____

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

_____	_____
_____	_____

Submitted and Certified By:

_____	_____
<i>(Respondent’s Name)</i>	<i>(Title)</i>

_____	_____	_____
<i>(Street Address)</i>	<i>(City, State, Zip Code)</i>	<i>(Telephone Number)</i>

_____	_____
<i>(Authorized Signature)</i>	<i>(Date)</i>

Attachment C – Terms and Conditions
TEXAS STATE TECHNICAL COLLEGE
BOND COUNSEL SERVICES
RFQ-17-CA-001

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

A. BIDDING REQUIREMENTS

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.
2. RFQ should be submitted on this form. RFQ must be time stamped at ordering agency on or before the hour and date specified for the RFQ opening.
3. 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.
4. RFQ should give Payee ID Number, full firm name and address of proposer on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a RFQ, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number _____

Sole owner should also enter Social Security Number _____

5. 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.
6. 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.
7. Consistent and continued tie bidding could cause rejection of RFQ by TSTC and/or investigation for antitrust violations.
8. 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.

B. TIE BIDS

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

C. 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, and 2157.003 shall also be considered in making an award. Any legal actions must be filed in McLennan County or Travis County, Texas.

D. 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.

E. PATENTS OR COPYRIGHTS

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

F. 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.

G. 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.

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.
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.
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.
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.
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.
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.
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.

8. Proposer certifies that it is 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: _____

9. Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

10. 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.

H. 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.

I. 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;
- proximity of 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;
- the quality of performance of previous contracts or services;
- any previous or existing noncompliance by the;
- the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- the cost of services; and
- Any relevant criteria specifically listed in the RFQ or request for qualifications.

Attachment D - Conflict of Interest Questionnaire

<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE</p> <p align="center">For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	