



REQUEST FOR QUALIFICATIONS

FOR

TESTING LABORATORY SERVICES

Site development and Industrial Technology Center Building

TSTC Abilene Campus

TEXAS STATE TECHNICAL COLLEGE

RFQ No.: RFQ-CP-005-17

SUBMITTAL DUE DATE:

JUNE 13, 2017 @ 3:00 P.M. CST

Prepared By:

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Texas State Technical College

Service Support Center

1902 N. Loop 499

Harlingen, Texas 78550

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## 1.1 Purpose of the Request

Texas State Technical College (TSTC) (“Owner”) is soliciting statements of qualifications (“Qualifications”) for an Engineering firm for Testing Laboratory Services for the construction site work and the Industrial Technology Center Project for the TSTC Abilene Campus located at 2082 Quantum Loop, Abilene, TX. 79602. Texas State Technical College (TSTC) requests your proposal to perform the scope of services outlined in the scope of work and requirements set forth in this Request for Qualifications (“RFQ”). The Owner reserves the right to waive any informality or to reject any or all Qualification packages.

This RFQ is the first step in a two-step process for selecting an Architect/Engineer for the Project as provided by Texas Government Code §2254.004. ***The RFQ provides the information necessary to prepare and submit Qualifications for Services and initial ranking by the Owner. Based on the initial rank, the Owner may select up to three (3) of the top ranked Qualification respondents for interview.***

In the second step of the process, Owner will attempt to negotiate a fair and reasonable price for the services to be provided with the top ranked respondent. If Owner is unable to successfully negotiate a contract for services with the selected firm, Owner will formally end negotiations and select the next qualified respondent, and attempt to negotiation a contract with that respondent at a fair and reasonable price.

## 1.2 Conflicts of Interest

### Actual and Perceived Conflicts

By submitting a Qualification, Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a contract with Owner. Respondent also represents and warrants that entering a contract with Owner will not create the appearance of impropriety. In its qualification, respondent must disclose any existing or potential conflict of interest that it might have in contracting with Owner. The requirement to disclose any actual or potential conflict of interest will continue during the term of the contract, and will survive until the end of the recordkeeping requirements. The Owner will decide, in its sole discretion, whether an actual or perceived conflict should result in disqualification or contract termination.

### Current and Former Employees

In addition to the disclosures required above, respondent must also disclose any of its personnel who are current or former officers or employees of the Owner or who are related, within the third degree of consanguinity (as defined by Texas Government Code 573.023) or within the second degree by affinity (as defined by Texas Government Code 573.025), to any current or former officers or employees of the Owner. Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees. Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

Respondent must identify each employee who works for more than one staffing company at any facility and ensure that the employee’ cumulative weekly hours worked at all state facilities through any one staffing company does not exceed 40 hours per week.

## 1.3 Submission of Qualifications

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127,

sealed qualifications 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 qualification details will only be divulged after the contract award, if one is made.

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

**Carmen Perez  
Texas State Technical College  
Service Support Center Building  
1902 N. Loop 499  
Harlingen, Texas 78550**

**Submit one (1) original and one (1) identical electronic copy of the Proposal and all of its contents.** The original Proposal should contain the mark “original” on the Proposal Cover Page. 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.

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

**Late received Qualifications will be returned to the respondent.**

1.4 Key Events Schedule

Issuance of RFQ	Friday, May 26, 2017
Deadline for Submittal of Questions	Wednesday May 31, 2017 10:00 AM
RFQ submittal	Tuesday, June 13, 2017

1.5 Clarifications and Interpretations

All questions regarding this RFQ must be submitted in writing to Carmen Perez, at [carmen.perez@tstc.edu](mailto:carmen.perez@tstc.edu) no later than **May 31, 2017 at 10:00 AM** 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 Qualification are due as part of the RFQ and respondents shall acknowledge receipt of each addendum to the RFQ in its Qualification.

Respondents obtaining this RFQ are responsible for notifying TSTC that they are in receipt of this RFQ and intend to respond. Please send the respondent’s name, contact person, address, phone number, fax

number, and email to [carmen.perez@tstc.edu](mailto:carmen.perez@tstc.edu). This information is required in the event addenda are issued. It is the responsibility of all respondents to obtain addenda in a timely manner. Respondents shall acknowledge receipt of each addendum to the RFQ in the Qualification.

Upon issuance of the RFQ, besides written inquiries as described above, other employees and representatives of TSTC will not answer questions or otherwise discuss the contents of the RFQ with any potential consultant's representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions with TSTC for the purpose of conducting business unrelated to this RFQ.

#### 1.6 Evaluation of Qualifications:

The evaluation of the Qualifications shall be based upon on the requirements described in the RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by Owner. The top three or fewer ranked respondents may be selected by the Owner to participate in the interview process. Then the highest rank respondent will participate in step two of the selection process.

#### 1.7 Historically Underutilized Businesses Submittal Requirements—(Not Applicable)

~~It is the policy of TSTC to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with *Texas Government Code*, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more.~~

~~A HUB Subcontracting Plan Form (Included as Separate Attachment) must be filled out and returned with the Qualification to be considered responsive. If the Qualification does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.~~

~~Any probable subcontracting opportunities are identified below. This list should not be considered a mandatory or an exhaustive list. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources. Please see the attached HUB Subcontracting Plan for further instructions which require vendors to identify the specific areas intended for subcontracting.~~

~~Search the State of Texas HUB Database for HUB vendors by the NIGP class and item at: <https://myepa.epa.state.tx.us/tpassemblsearch/index.jsp>~~

~~Additional minority and women owned business association resources are available for subcontracting notices at:~~

~~<http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>~~

~~Additional information and training regarding how to complete a HUB Sub Contracting Plan can be found on the CPA Website at the following link:~~

~~<http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>~~

#### 1.8 Subcontracting Approval—(Not Applicable)

~~The Respondent shall perform the Contract with its own resources and those subcontractors identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.~~

~~In any subcontracts entered into by Contractor for the performance of the work, Contractor shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by the terms of the contract between Contractor and TSTC and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor and TSTC, assumes toward TSTC.~~

~~The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.~~

#### 1.9 Exceptions to RFQ

The Respondent shall explicitly set forth in this section any assumptions regarding, or exceptions to, any part of this RFQ, including the Attachments, noting the specific RFQ section number or Attachment Letter. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFQ. **Any exception *may* result in this RFQ not being awarded to the Respondent.**

#### 1.10 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.

#### 1.11 Taxes

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

#### 1.12 Reservation of Rights

TSTC may evaluate the Qualification 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.

#### 1.13 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.

#### 1.14 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.

#### 1.15 Accuracy of Information

TSTC and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should dispute arise regarding the meaning or intent of the Contract

Documents, the decision of the TSTC shall be final and binding upon the Contractor.

### 1.16 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, and Detailed breakdown of monthly total price for services to include operating expense plus labor for man-hours worked including, as applicable, the time period, guard's individual hours, signed time sheets as supporting documentation, and any other related documentation to show proof of hours documented for payment.

Invoices should be received no later than the (15) fifteenth day of every month. Each invoice is subject to review and approval by TSTC 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 contractor.

Invoices shall be submitted by mail to:

Texas State Technical College

Accounts Payable

1902 N. Loop 499

Harlingen, Texas 78550

Or email to [harlingeninvoice@tstc.edu](mailto:harlingeninvoice@tstc.edu)

### 1.17 Insurance

Contractor will obtain and maintain in force for the duration of the contract and any extensions thereof, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain at their sole expense the following insurance coverage for the duration of the contract, in at least the amounts specified:

- Workers Compensation: Statutory Limits
- General Liability:      Each occurrence              \$1,000,000  
   Personal Injury              \$1,000,000  
   General Aggregate              \$2,000,000  
   Product Liability              \$1,000,000  
   EBL                              \$1,000,000
- Automobile Liability      Each Accident              \$1,000,000
- Umbrella Liability              Each Occurrence              \$5,000,000
- Professional Liability      Each Occurrence              \$5,000,000
- All other insurance required by state or federal law

All policies (except Workers' Compensation) shall name TSTC as an Additional Insured. A Waiver of Subrogation in favor of TSTC and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to TSTC prior to commencement of any services under the contract. If a policy contains deductible provisions, Contractor shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against TSTC, its agents, employees or representatives.

CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT TSTC DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES.

#### 1.18 Indemnification

THE RESPONDENT FOR ITSELF, ITS SUCCESSORS, SERVANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUBCONTRACTORS AND ASSIGNS SHALL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS TSTC, ITS OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, LEGAL FEES AND DISBURSEMENTS AND OBLIGATIONS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, WHETHER BASED UPON, OCCASIONED BY, ARISING OUT OF, OR ATTRIBUTABLE TO THE CONTRACTOR'S CONTRACT WITH TSTC OR ANY SERVICES PROVIDED, OR ANY PRIVILEGE GRANTED OR ACTION TAKEN OR THING DONE OR MAINTAINED BY VIRTUE OF THE EXISTENCE OF THE SAID CONTRACT OR THE EXERCISE OF ANY RIGHT ARISING THEREUNDER.

#### 1.19 Alternative Dispute Resolution

To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), will be applicable to the Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by TSTC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

#### 1.20 Confidential Information

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for TSTC, that is not generally known to the public, will be confidential and Contractor 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 Contractor's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Contractor 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. Contractor will obtain assurances similar to those contained in this Section from persons, contractors, and subcontractors retained by Contractor.

#### 1.21 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.

#### 1.22 Licenses, Permits, Taxes, Fees, Laws and Regulations



Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of the contract.

Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of the contract.

Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations, and the rules and regulations of TSTC.

## 2. Scope of Services

# **Request for Qualifications – Testing Laboratory Services Site Development and Industrial Technology Center Building – Abilene Campus Texas State Technical College**

## **2.1 INTRODUCTION**

Project Scope: The site work will include site utilities for a water main, sanitary sewer main, storm drainage, gas and electrical service, a building pad for 61,000 SF Industrial Technology Center and associated parking lots. Provide Material and soil testing for the following work and work defined in Specification Section 01-45-29. See specification Section 01 45 29 attached Drawings and specifications are available electronically from Parkhill Smith and Cooper at 325-673-8178.

The Owner will contract directly with the Engineering Firm.  
The Engineering Firm will be required to coordinate with any other contracts the owner may issue directly.

The Contractor will break ground on the project on or around June 19, 2017 and will complete the project No later than 8/25/2017.

### **Audits**

The owner will retain the right to audit the accounting records of the projects upon demand for up to 3 years after the final completion of the work. The accounting method must clearly show the breakdown of the following as a minimum:

- Unit and materials costs
- Specific wage rates billed
- Fee

### **Background check / Felony Conviction Notification**

AGREEMENT BETWEEN TSTC AND The Engineering Firm (Note: The requirements for Felony Conviction Notification and Drug Testing will be required for personnel who enter the job site and construction site)

Criminal History Background Checks and Drug Testing  
Construction Manager, all Subcontractors and all Sub-subcontractors shall ensure that any person assigned to perform work at any TSTC location under the Contract meets the following criterion:

- No records in the Texas DPS Sex Offender Registration database.
- No felony convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for crimes involving sex, violence or any other offense against or injury to a child.

- No felony convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for the past seven (7) years, except for crimes involving sex, violence or any other offense against a child for which there is no time limit.
- No misdemeanor convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for crimes involving sex or any other offense against a child.
- No misdemeanor convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for the past seven (7) years for crimes involving violence.
- No positive drug test results. Drug test shall consist of a five-panel screen for drugs of abuse. Substances and cut-off levels shall be consistent with Department of Transportation requirements. All positive results shall be laboratory confirmed and independently verified by a Medical Review Officer (MRO).

The Engineering Firm shall perform background checks and drug testing on any person who is assigned to perform any work at the construction location under the Contract and shall promptly produce to Owner the results of such background checks and drug testing upon request. Any person noticeably under the influence of drugs or other, that a drug test will be demanded.

## **QUALIFICATION PROPOSAL RESPONSE GUIDELINES**

*Respondents' response to this Request for Qualification shall include:*

- ***TAB #1 Project Related Experience List*** including three relevant recently completed projects of comparable scope and size. Prior work with TSTC, PSC Architects, and Imperial Construction should be noted. Demonstrate experience in the Abilene area and identify the location of the testing lab proposed for the project. (30 points)
- ***TAB #2 Resumes of Key Personnel*** proposed for this project. Provide Resume for Manager (our single point of contact) and Technicians that will be assigned to the project. (25 points)
- ***TAB #3 Aesthetics of Proposal.*** Aesthetics of the proposal will play no part in the award of a contract for the work. Clarity and completeness are important. Voluminous proposals will not be evaluated favorably. (15 points)
- ***TAB #4 Claims and Litigation.*** List all claims and litigation involving your company in the past 5 years (10 points)
- ***TAB #5 References.*** Provide at least two references for projects of similar size and scope that were completed by the proposed team. (20 points)

### ***Additional Information***

- ***Life of Proposal.*** No proposals may be withdrawn for a period of fifteen (15) calendar days

after the submission date.

- **Disqualification of Proposals.** The Owner reserves the right to disqualify any proposal without cause. By submission of a proposal, proposers waive any rights to make claim against the Owner, his employee, agents and consultants related in any way to the submission of the proposal for the Owner’s disqualification of it as a result.

**3. Qualification Selection Criteria**

The evaluation of the Qualifications shall be based upon the requirements described in the RFQ. All the properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. **The top three or fewer ranked respondents may be selected by the Owner to participate in step two of the selection process.**

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

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

Threshold Criteria Not Scored:

- Ability of TSTC to comply with laws regarding purchases from persons with disabilities.

<b>EXPERIENCE OF COMPANY</b>	
Experience with PSC, Imperial, TSTC	10 points
Experience on Relative Projects	10 points
Location Of Testing Lab	10 Points
<b>PERSONNEL</b>	
Manager and Technicians assigned to the project	25 Points
<b>PROPOSAL</b>	
Completeness of proposal	15 Points
<b>CLAIMS AND LITIGATION</b>	
Involved in litigation	10 Points
<b>REFERENCES</b>	
References #1	10 Points
Reference #2	10 Points
Total	100

**Attachments for this RFQ**

- Attachment A – Qualification Cover Page
- Attachment B – Execution of Offer
- Attachment C – Terms & Conditions
- Attachment D – Conflict of Interest

**Attachment A - Qualification Cover Page**

TEXAS STATE TECHNICAL COLLEGE  
TESTING LABAORATORY SERVICES  
RFQ No.: RFQ-CP-005-17

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**

TEXAS STATE TECHNICAL COLLEGE  
TESTING LABORATORY SERVICES  
RFQ No.: RFQ-CP-005-17

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, 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.

- 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 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.
- 3.5.2 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.
- 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 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.

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 Owner, 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 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.
- 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."
  - 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 Owner 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.



**Execution of Offer: RFQ No. TESTING LABORATORY SERVICES**  
RFQ No.: RFQ-CP-005-17

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)

## Attachment C: Terms and Conditions

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.
- 1.3 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.
- 1.4 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.
- 1.5 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

---

- 1.7 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.
- 1.8 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.
- 1.9 Consistent and continued tie bidding could cause rejection of RFQ by TSTC and/or investigation for antitrust violations.
- 1.10 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, and 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 mean 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, and 2157.003 shall also be considered in making an award. Any legal actions must be filed in

Cameron 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;
- 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;
- related to the above, how close are the proposer's sub-consultants to the site, and are there firm principals at the local sub-consultants' offices, and how much of the design work will be done at the local sub-consultants' offices;
- 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.

**Attachment D - Conflict of Interest Questionnaire**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<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>	<b>OFFICE USE ONLY</b>	
<b>1</b> Name of person who has a business relationship with local governmental entity.	Date Received	
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (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.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship.  _____ Name of Officer  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.  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?  <input type="checkbox"/> Yes <input type="checkbox"/> No  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?  <input type="checkbox"/> Yes <input type="checkbox"/> No  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?  <input type="checkbox"/> Yes <input type="checkbox"/> No  D. Describe each employment or business relationship with the local government officer named in this section.		
<b>4</b>  _____ Signature of person doing business with the governmental entity		
_____ Date		