

**REQUEST FOR QUALIFICATIONS  
FOR  
INDEFINITE-DELIVERY INDEFINITE-QUANTITY  
(IDIQ)  
FACILITIES PROGRAMMING SERVICES  
  
FOR THE  
TEXAS STATE UNIVERSITY SYSTEM  
AUSTIN, TEXAS**

***RFQ No.:***  
**758-19-00064**

***Submission Date:***  
**May 13, 2019 – 3:00 p.m. (C.D.T.)**

**Prepared By:**  
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**REQUEST FOR QUALIFICATIONS FOR  
IDIQ FACILITIES PROGRAMMING SERVICES FOR  
THE TEXAS STATE UNIVERSITY SYSTEM  
AUSTIN, TEXAS  
RFQ No.: 758-19-00064**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner” or “System”) is soliciting Statements of Qualifications for selection of a firm or firms to provide facilities programming services (“Services”) for its component institutions (“Component(s)”), under an indefinite quantity contract, as and where needed, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ). **A contract with the selected firm(s) will be issued as an indefinite quantity contract with a term expiring on August 31, 2021 and an option for the Owner to extend the contract for one additional two (2) year term. The total value of each contract will be limited to Two Million Dollars (\$2,000,000);** however, the Owner reserves the right to increase this limit with appropriate internal authorization. This solicitation sets forth the terms, conditions, and requirements for prospective firms to be considered for this work. (Prospective firms are hereinafter referred to as “Respondents”)
- 1.1.1 Collecting Statements of Qualifications (“Qualifications”) in response to this RFQ is the first step in selecting one or more firms to provide Services. This RFQ provides the information necessary for Respondents to prepare and submit Qualifications for consideration and initial ranking by the Owner. In the next step the Owner will determine an initial ranking of the Respondents. If the initial ranking of the Respondents is reasonably conclusive, the Owner may make a “most qualified” selection based upon the written Qualifications only. If not, then the Owner may conduct interviews with a “short list” of Respondents.
- 1.1.2 The Owner may select up to five (5) of the top ranked qualified Respondents to participate in an interview with the Owner to confirm and clarify the qualifications submitted and to answer additional questions. The Owner will then rank the interviewed Respondents in order to determine the most qualified Respondent(s).
- 1.1.3 After selecting the most qualified Respondent(s) the Owner will negotiate a contract with each successful respondent. Further information regarding the contract is in Section 1.3. In the event that the Owner is not successful in concluding a contract with the most highly qualified Respondent(s), the Owner may terminate negotiations with such Respondent(s) and attempt to negotiate a contract with the next most highly ranked Respondent, and so forth. The Owner may enter into contracts with up to three (3) Respondents as a result of this solicitation.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed. The Owner complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information. Additionally, pursuant to the provisions of Texas Government Code Section 2261.253, the contract resulting from this solicitation may be posted on the Owner’s website.

1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be based on the template attached hereto as Exhibit "A". While no minimum amount of services is guaranteed to be requested or rendered under the contract, the System's present policies provide that, unless waived on a project-by-project basis, programming of any facilities project with an estimated total project cost of more than \$1,000,000 must be performed by a programming firm under contract to the System for the provision of such services. The System may have one or more firms under contract at any given time. However, it is anticipated that the firm or firms engaged as a result of this RFQ will provide facilities programming services for a substantial percentage of the total capital facilities projects undertaken by the System and its Components during the term of the contract(s) resulting from this solicitation. It is also the present policy of the System that, unless waived on a project-by-project basis, different firms be engaged for the programming and the design of a capital project. **The successful Respondent(s) will not be engaged to perform design services for any project for which it has provided programming services.**

1.3.1 **CLARIFICATIONS AND INTERPRETATIONS:** Discrepancies, omissions or doubts as to the meaning of RFQ documents shall be communicated in writing to the Owner for interpretation. Any responses to inquiries, clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as a written addendum. All such addenda issued by the Owner before the proposals are due shall become part of the RFQ. Respondents shall acknowledge receipt of each addendum in its Qualifications. Respondents shall be required to consider only those clarifications and interpretations that the Owner issues by addenda. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications. It is the responsibility of all Respondents to regularly check the status of formal addenda and five (5) days prior to the submittal deadline. The deadline for the receipt of written questions is stated in Section 2.3.

1.3.2 **ADDENDA AND AWARD INFORMATION WILL BE ISSUED BY THE OWNER FOR THIS RFQ VIA THE ELECTRONIC BUSINESS DAILY WEBSITE AT THE FOLLOWING LINK: [HTTP://WWW.TXSMARTBUY.COM/SP](http://www.txsmartbuy.com/sp).**

**REFERENCE "BOARD OF REGENTS/TEXAS STATE UNIVERSITY SYSTEM - 758" AND THE RFQ NUMBER PROVIDED IN THIS RFQ.**

1.5 **SUBMISSION OF QUALIFICATIONS:**

1.5.1 The Qualifications must be received **at the address specified in Section 1.5.2 prior to the date and time deadline.** The Owner will not consider any response to this solicitation that is not received at the address specified by the deadline.

1.5.2 **DEADLINE AND LOCATION:** The Owner will receive Qualifications and HUB Subcontracting Plans for RFQ No. 758-19-00064 at the time and location described below.

**May 13, 2019 - 3:00 p.m. (Central Daylight Time)**

Peter Maass, RA, NCARB, CTCM  
Director of Capital Projects Administration  
The Texas State University System  
601 Colorado Street  
Austin, TX 78701

1.5.3 Submit **one (1)** electronic version of the Qualifications on a flash drive in Adobe Acrobat PDF format.

- 1.5.4 Submit **five (5)** identical copies of the Qualifications. An original signature must be included on the Respondent's "Execution of Offer" document, Section 2.8, submitted with each copy of the Qualifications.
- 1.5.5 Submit **one (1) original** and **one (1) copy** of the HUB Subcontracting Plan (HSP) as **separate attachments** to the Qualifications as described in Section 1.13
- 1.5.6 Qualifications and HSP materials received after the deadline in 1.5.2 will be returned to the Respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the RFQ submittal location identified above.
- 1.5.7 The Owner will not acknowledge or consider Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.8 Properly submitted Qualifications will not be returned to Respondents.
- 1.5.9 Qualifications and HSP materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person. The package must clearly identify the submittal deadline, the RFQ title and number, and the name, return address and email address of the Respondent contact person on all envelopes. The HSP shall be included with the Qualifications packet but sealed separately.
- 1.6 **POINT-OF-CONTACT:** The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ No. 758-19-00064, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact. All inquiries regarding this RFQ must be made in writing, via email only.
- Peter Maass, RA, NCARB, CTCM  
Director of Capital Projects Administration  
The Texas State University System  
601 Colorado Street  
Austin, TX 78701  
Email: peter.maass@tsus.edu
- 1.7 **EVALUATION OF QUALIFICATIONS:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by a Selection Committee appointed by the System's Director of Capital Projects Administration. The top five (5) or fewer ranked Respondents may be selected by the Owner for further consideration by participating in an interview wherein Qualifications will be presented and examined in further detail and where questions will be posed by the Selection Committee and answered by the Respondent.
- 1.7.1 Qualifications submittals should not include any information regarding Respondent's proposed fees, pricing, or other compensation considerations as these will not be a factor in the selection of the most qualified firm.
- 1.8 **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all submissions and temporarily or permanently abandon this procurement. Owner 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. The Owner reserves the right to waive the failure of any response to comply with requirements set forth in this RFQ where the failure is not, in the Owner's opinion, substantial in nature.

- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" Respondent(s) will require subjective judgments by the Owner. Determinations by the Selection Committee will be subject to routine administrative review by the Owner's executive officers but, once a selection is announced, it will not be subject to further review.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ process shall be at the sole risk and responsibility of the Respondent.
- 1.11 PRE-SUBMITTAL CONFERENCE: There will be no pre-submittal conference conducted for this selection process.
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.
- 1.13 HISTORICALLY UNDERUTILIZED BUSINESSES' SUBMITTAL REQUIREMENTS: It is the policy of the Owner and each of its Components, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, specific plans and representations by Respondents that appear to facilitate the Owner's commitment to supporting HUB enterprises will be favorably considered in the selection process. Failure to submit specific plans and representations regarding HUB utilization, and failure to address the subject at all, will be interpreted by the Selection Committee as an intention to not support the program.
  - 1.13.1 STATEMENT OF PROBABILITY: The System has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Qualifications.
  - 1.13.2 The HSP information may be downloaded from the Texas State Comptroller's website at the following URL link:  
<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>
- 1.14 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, *Texas Government Code*, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.

- 1.15 SALES AND USE TAXES: Section 151.311, *Texas Tax Code*, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include the Owner. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful Respondent will be required to submit certification of franchise tax status as required by State Law (*Texas Tax Code* Chapter 171). The Respondent agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.18 SERVICES PREVIOUSLY PROVIDED BY CONSULTANT. As required by Section 2254.029(b), *Texas Government Code*, the Owner hereby discloses that services described in this RFQ have been previously provided by a consultant to the Owner under an existing contract. While the Owner intends to continue the current contract with this consultant, and reserves the right to award a new contract to the current consultant should that consultant respond to this RFQ, all responses to this RFQ will be considered and evaluated on their own merits.
- 1.19 CEO DETERMINATION OF NEED FOR SERVICES: As provided by *Texas Government Code*, Section 2254.028(c), the Chancellor, as Chief Executive Officer ("CEO") of the Texas State University System, has found that the consulting services sought pursuant to this notice are both reasonable and necessary to Owner and its Components. The System Office, with a very limited staff, has the responsibility of overseeing more than Five Hundred Million Dollars (\$500,000,000) in construction projects at any given time at up to seven different Component locations. The Chancellor finds that System Office personnel can oversee these projects in a cost-effective manner by utilizing the programming expertise of consultants on an as-needed basis. Such a structure will allow Owner to have the benefit of expertise that it could not reasonably expect to find in a salaried employee and to pay only for the services that it needs to support existing staff's administrative efforts. Moreover, staffing in the planning and construction area at the Components differs widely, and the Chancellor finds that the proposed consulting arrangement will be cost effective in providing assistance to Components on an as-needed basis.
- 1.20 STATE REGISTRATION OF ARCHITECTURAL FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any entity (including architects, landscape architects and interior designers) providing architectural services (including architects, landscape architects and interior designers) to the public must register with the Texas Board of Architectural Examiners. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association. The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, *Texas Occupations Code*.

- 1.21 **STATE REGISTRATION OF ENGINEERING FIRMS:** Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.
- 1.22 **CURRENT CONTRACT:** Since 2007, the System has been a party to successive contracts with Facility Programming and Consulting of San Antonio, Texas, encompassing the services described in this RFQ. The current contract expires on August 31, 2019 but **may** reach the maximum cumulative compensation permitted in the contract prior to its natural expiration. The System intends that the contract(s) resulting from this solicitation serve as successor contract(s) to the one currently in place and may have an effective date earlier than the date of expiration of the current contract. Facility Programming and Consulting is eligible to respond to this RFQ.
- 1.23 **NONDISCRIMINATION:** In their execution of the contract(s) resulting from this solicitation, this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

## **SECTION 2 – EXECUTIVE SUMMARY**

- 2.1 **HISTORICAL BACKGROUND:** The Texas State University System is the oldest and third largest higher education system in Texas. Beginning as an administrative means to consolidate the support and management of state teacher colleges, the System has evolved into a network of higher education institutions stretching from the Texas–Louisiana border to the Big Bend region of far West Texas. The student enrollment exceeds 80,000 at the seven Component locations throughout Texas. The institutions comprising the System include Lamar Institute of Technology, Lamar State College-Orange, and Lamar State College-Port Arthur, Lamar University, Sam Houston State University, Sul Ross State University, and Texas State University.
- 2.2 **SERVICES DESCRIPTION, SCOPE AND BUDGET:** The selected Respondent will provide programming services for various facilities projects to be undertaken on the Component campuses. The deliverables shall be agreed between the Respondent and the Component, but normally shall include a written, comprehensive facility program. Upon completion of programming for each project, the Respondent will deliver one copy of the final deliverable to the System Office. Each project shall be initiated by notice from the Owner or a Component to Respondent that programming services are needed for a particular facilities project. Respondent and the Component shall agree upon the scope of programming services required for the project and the Component shall issue a purchase order directly to the Respondent. The programming exercise shall produce a cost estimate in CSI 35 Division format that can reasonably be expected to be accurate within +/- 20%. This degree of accuracy applies to the construction cost (i.e., cost of work, general conditions costs, construction contingencies, and profit/fee), but does not apply to other contingencies and soft costs or the total project cost. Respondent shall provide a copy of the final programming document to the selected Architect/Engineer (“A/E”) firm for the project. Respondent shall then meet with the selected A/E firm and Component personnel to facilitate the design firm’s understanding of the scope of the project.

The selected Respondent must demonstrate competency and successful experience with the provision of programming services similar to those detailed above. Previous experience with programming projects undertaken by the State of Texas and its institutions of higher education is preferred.



**The contract will have an initial term ending August 31, 2021 with an optional one two (2) year extension at the Owner’s option.** The contract will provide for an indefinite quantity of services to be provided as required by the Owner, with no requirement that Owner request any minimum quantity of services.

2.3 SCHEDULE: Key schedule milestones (subject to change) are:

2.3.1 Owner Publishes RFQ.....	04/22/2019
2.3.2 Deadline for submission of written questions (12:00 p.m. C.D.T.).....	05/01/2019
2.3.3 Deadline for submittal of Qualifications (3:00 p.m. C.D.T.).....	05/13/2019
2.3.4 Owner selects short listed Respondents .....	05/20/2019
2.3.5 Interviews of short listed Respondents (if required) .....	06/03/2019
2.3.6 Owner selects most qualified Respondent(s).....	06/10/2019
2.3.7 Owner negotiates fee schedule(s) and executes Agreement(s) .....	06/17/2019

### **SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

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

3.1 CRITERION ONE: STATEMENT OF INTEREST (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest including a narrative describing the Respondent’s unique qualifications as they pertain to the services described in this RFQ.
- 3.1.2 Provide a statement on the availability and commitment of the Respondent and its principal(s) and key professionals and any consultants to undertake the services described in this RFQ.
- 3.1.3 Provide a brief history of the Respondent and any consultant proposed for the team.
- 3.1.4 Provide a graphic representation of the project team, identifying the Respondent and any consultant proposed for the services described in this RFQ.

3.2 CRITERION TWO: RESPONDENT’S ABILITY TO PROVIDE SERVICES

3.2.1 Provide the following information for the Respondent’s firm:

- Legal name of the company as registered with the Secretary State of Texas
- Address of the office that will be providing services
- Number of years in business
- Type of operation (Individual, Partnership, Corporation, Joint Venture, etc...)
- Number of employees by skill group
- Annual revenue totals for the past five (5) years

3.2.2 Declare if Respondent’s firm or any of its consultant team are currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, please explain the impact both in organizational and directional terms.

- 3.2.3 Provide any details of all past or pending litigation or claims filed against Respondent that would affect Respondent's performance under a contract with the Owner.
- 3.2.4 Identify if the Respondent is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.2.5 Declare if any relationship exists by relative, business associate, capital funding agreement, or any such kinship between your any individual member of the Respondent's team and any Owner employee, officer or Regent. If so, please explain.
- 3.2.6 List the total facilities programming work (based on estimated construction cost) under contract to the Respondent at this time.

### 3.3 CRITERION THREE: RESPONDENT'S ABILITY TO PROVIDE PROGRAMMING SERVICES

- 3.3.1 Identify the key professionals that will be involved in programming services and their likely roles.
- 3.3.2 Provide resumes stating the experience and expertise of the professionals that will be involved in providing programming services, including their experience with similar tasks, the number of years with the firm, and their city of residence.
- 3.3.3 Indicate whether the Respondent intends to use consultants or sub-consultants in rendering professional services to the Owner. If so, indicate the roles of such consultants and describe the Respondent's process in working with consultants and integrating them into the process of providing programming services.

### 3.4 CRITERION FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.4.1 It is anticipated that the Services will range from programming small, but relatively complex, renovation projects to large-scale renovation projects and new facilities with total project costs ranging from \$1 million to over \$100 million. List a maximum of five (5) projects for which Respondent has provided services that are most directly analogous to the Services described in this RFQ. If possible, select a range of projects types (i.e. renovations as well as new construction, large and small projects). Provide the following information for each project listed:
  - Project name, location and description
  - Project owner, including contact information
  - Project construction cost
  - Project size in gross square feet
  - Type of construction (new, renovation, or expansion)
  - Duration of programming effort from inception to delivery of completed facilities program
  - Description of Respondent's contracted responsibility (e.g. prime professional, joint venture, consultant, etc.)
  - Description of services provided by Respondent
  - Name of individual in charge of coordinating the programming effort

- Statement of how the project is similar and why the services provided are similar to the Services described in this RFQ.

3.5 CRITERION FIVE: REFERENCES Provide references for any three of the projects listed in response to Criterion Four. Please include the owner's name and owner's representative who served as the day-to-day liaison during the programming phase of the project, including telephone number and email address.

3.6 CRITERION SIX: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 3.6.1 Describe the Respondent's philosophy, methodology, and its processes for (a) discovering failures to adhere to programming requirements carried forth into design and (b) successful management of cost and schedule controls.
- 3.6.2 Provide specific examples of how these techniques or procedures were used in up to three (3) projects listed in response to Criterion 3.4.
- 3.6.3 Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.

3.7 CRITERION SEVEN: RELATED SERVICES

Describe any related services the Respondent is qualified to perform, such as space utilization studies, facility condition reports, etc. Provide details for up to three (3) engagements where such services were provided to a higher education client.

3.8 CRITERION EIGHT: EXECUTION OF OFFER

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.

- 3.8.1 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.

- 3.8.2 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.
- 3.8.3 By signature hereon, Respondent affirms that it 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.
- 3.8.4 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.
- 3.8.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, nor 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.
- 3.8.6 By signature hereon, Respondent represents and warrants that:
- 3.8.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
- 3.8.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
- 3.8.6.3 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;
- 3.8.6.4 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
- 3.8.6.5 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.
- 3.8.7 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.
- 3.8.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Bidder as defined in *Texas*

*Administrative Code* Title 34, Part 1, Chapter 20, Subchapter A, Division 2, Rule Section 20.25(8).

- 3.8.9 By signature hereon, Respondent certifies as follows:
- 3.8.9.1 “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
  - 3.8.9.2 “Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”
  - 3.8.9.3 “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.”
- 3.8.10 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 Owner and any Component, or Respondent has not been an employee of Owner and any Component within the immediate twelve (12) months prior to Respondent’s RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 3.8.11 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*).
- 3.8.12 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.8.13 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.
- 3.8.14 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.
- 3.8.15 By signature hereon, Respondent certifies that no member of the Board of Regents of the Texas State University System, or the executive officers of the Owner or its Component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

**3.8.16 Execution of Offer: RFQ No. 758-19-00064 Request For Qualifications For IDIQ Facilities Programming Services for Texas State University System**

The Respondent must complete, sign and return this Execution of Offer as part of its 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 Company 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 by name, each person who owns at least 10% of the Respondent's business entity:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

Submitted and Certified By:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Email Address) for RFQ Notification

\_\_\_\_\_  
(Date)

## **SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS**

### **4.1 GENERAL INSTRUCTIONS**

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 The statement of Qualifications shall be a maximum of 50 printed and could be entirely adequate with considerably fewer pages. The cover, table of contents, divider sheets, financial statements, HUB Subcontracting Plan, and Execution of Offer do not count as printed pages.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 The Owner will not compensate Respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.9 Failure to comply with all requirements contained in this RFQ may result in the rejection of the Qualifications.

### **4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:**

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**
- 4.2.2 Additional attachments shall **NOT** be included with the Qualifications. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.

- 4.2.3 Separate and identify the response to each of the criteria in Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.
- 4.3 TABLE OF CONTENTS: Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.
- 4.4 PAGINATION: Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of financial statements or HUB Subcontracting Plan.

**END OF REQUEST FOR QUALIFICATIONS**



## Exhibit “A”

### INDEFINITE QUANTITY (IDIQ) CONTRACT FOR PROGRAMMING SERVICES

This Contract for Programming Services is entered into effective \_\_\_\_\_, **2019** by and between **The Texas State University System (“TSUS”)** and \_\_\_\_\_.

TSUS is a public university system existing under the laws of the State of Texas, presently comprising seven institutions of higher education (“Components” or, individually, a “Component”). TSUS is responsible for the administration of planning and construction activities at each of the Components, and desires to engage the services of \_\_\_\_\_ to provide programming services for various facilities projects to be undertaken on the Component campuses. \_\_\_\_\_ has expertise in providing such services for institutions of higher education in the State of Texas, and is willing to provide such services, on the terms and conditions set forth in this Contract.

In consideration of the mutual promises and agreements contained herein, TSUS and \_\_\_\_\_ agree as follows:

1. Programming Services. \_\_\_\_\_ agrees to provide project programming services on a project-by-project basis, as required and requested by TSUS, for Component projects. \_\_\_\_\_ shall assign personnel experienced in facilities programming as needed to provide these services. The deliverables shall be agreed between \_\_\_\_\_ and the Component, but normally shall include a written, comprehensive facility program. Upon completion of programming for each project, \_\_\_\_\_ will deliver one copy of the final deliverable to TSUS.
2. Project Initiation. Each project shall be initiated by notice from TSUS or a Component to \_\_\_\_\_ that programming services are needed for a particular facilities project. \_\_\_\_\_ and the Component shall agree upon the scope of programming services required for the project and the Component shall issue a purchase order directly to \_\_\_\_\_. \_\_\_\_\_ shall deliver to TSUS one copy of each purchase order, together with the agreed scope of services for the project.
3. Draft Documentation. After space requirements have been established for any project, but prior to the drafting of final program document, \_\_\_\_\_, shall deliver to TSUS a draft programming document for review.
4. Cost Estimate. The programming exercise shall produce a cost estimate in CSI 35 Division format that can reasonably be expected to be accurate within +/- 20%. This degree of accuracy applies to the construction cost (i.e., cost of work, general conditions costs, construction contingencies, and profit/fee), but does not apply to other contingencies and soft costs or the total project cost. In the event that this cost estimate is higher than the preliminary project cost figure associated with the project on the TSUS Capital Improvements Program, \_\_\_\_\_ shall provide to TSUS and the Component a report explaining the causes for the variance. The cost estimate will be packaged as a separate document so that a copy

## Exhibit "A"

of the facility program document may be provided to a selected Architect/Engineer firm in the course of fee negotiations without disclosing the construction cost estimate.

5. Meeting with Selected Architect/Engineer. \_\_\_\_\_ shall provide a copy of the final programming document to the selected Architect/Engineer firm for the project. \_\_\_\_\_ shall then meet with the selected firm and Component personnel to facilitate the design firm's understanding of the scope of the project.
6. Monthly Reports. \_\_\_\_\_ shall submit to TSUS a written report no later than the 15<sup>th</sup> day of each month containing the following information, current as of the end of the previous calendar month: the name of each active project; the component for which the project is being performed; the status of each project; the contracted fee for the project; the amount of the fee billed to date; the amount of the fee collected to date; and the projected date for the completion and delivery of the deliverable for each project. The report shall also contain cumulative totals for fees contracted and collected by \_\_\_\_\_ under this Contract since its inception.
7. Payments to \_\_\_\_\_. For services rendered pursuant to paragraph 1 of this Contract, \_\_\_\_\_ shall invoice the appropriate Component directly on an hourly basis, based on the fee schedule attached hereto as Exhibit "A", unless another basis for payment (such as a fixed price) is agreed upon between the Component and \_\_\_\_\_. The Component shall be solely responsible for the payment of such fees. Each September 1 during the term of this Agreement, \_\_\_\_\_ shall have the right to revise the fee schedule to reflect changes in its standard fee structure. Travel costs, but not the salary costs during travel, of out of town trips required by the Owner for presentations to The Texas Higher Education Coordinating Board or the TSUS Board of Regents shall be treated as reimbursable expenses under this Agreement. Reimbursement for these expenses shall be limited to the lesser of actual expenses incurred and the reimbursement rates then allowable for travel by employees of the State of Texas. Except to the extent provided in a purchase order negotiated and issued pursuant to Paragraph 2, no other expense reimbursements shall be made.
8. Maximum Compensation to \_\_\_\_\_. The maximum total compensation payable under this Contract through the end of the term specified in the next paragraph is Two Million Dollars (\$2,000,000).
9. Term of Agreement. This Contract shall commence on the date previously set forth, and shall continue through August 31, 2021. TSUS shall have the option to extend this Contract for one additional two year term upon written notice to \_\_\_\_\_. This Contract may be terminated earlier by either party upon at least sixty (60) days' written notice to the other party.
10. Indefinite Quantity Contract. TSUS or its Components is not required to request any particular quantity of services under this Contract; the quantity of services to be provided hereunder is indefinite and dependent upon the needs and desires of TSUS.

## Exhibit "A"

11. Relationship of Parties. \_\_\_\_\_ shall be an independent contractor of TSUS, and shall have no authority to bind TSUS in any way. No employee or agent of \_\_\_\_\_ shall be deemed to be an employee of TSUS for any purpose.
12. Dispute Resolution. In the event of any dispute arising under this Contract, the parties agree to follow the procedures set forth in Chapter 2260 of the Texas Government Code.
13. No Waiver. Nothing in this Contract shall be construed as a waiver of any of the statutory or common law defenses or privileges of either party.
14. Assignment and Delegation. This Contract may not be assigned by either party without the written consent of the other party. The duties of \_\_\_\_\_ hereunder are non-delegable.
15. Notices. Notices required or permitted under this Contract shall be given in writing, and delivered by postal mail, overnight delivery, courier or facsimile, and addressed as follows:

If to TSUS:

Peter Maass, Director of Capital Projects Administration  
The Texas State University System  
601 Colorado Street  
Austin, Texas 78701  
Phone # (512) 463-1808  
Fax # (512) 463-1816

If to \_\_\_\_\_ :

Contact Name, Title  
Company Name  
Address  
City, State Zip Code  
Phone # (xxx) xxx-xxxx

16. State Auditor's Office. \_\_\_\_\_ understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. \_\_\_\_\_ agrees to cooperate fully with the State Auditor's Office in the conduct of audit or investigation, including providing all records requested. \_\_\_\_\_ will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperated fully with the State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt and transcribe any pertinent books, documents, working papers and records of \_\_\_\_\_ relating to this Contract.

## Exhibit “A”

17. **Public Information:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed. The Owner complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information. Additionally, pursuant to the provisions of Texas Government Code Section 2261.253, the contract resulting from this solicitation may be posted on the Owner’s website.
18. **Nondiscrimination.** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
19. **Policy Regarding Award of Design Contract.** \_\_\_\_\_ acknowledges the policy set forth as Exhibit “B”, and further acknowledges that TSUS policy makes \_\_\_\_\_ ineligible to be awarded a contract to design facilities for which it has been engaged to provide programming services.

[Remainder of page left blank intentionally]

# Exhibit "A"

IN WITNESS WHEREOF, the parties have executed this Contract as of the effective date set forth above.

**THE TEXAS STATE UNIVERSITY SYSTEM:**

**APPROVED:**

By: \_\_\_\_\_  
Brian McCall, Ph.D., Chancellor

\_\_\_\_\_  
Daniel Harper, Vice Chancellor and Chief  
Financial Officer

**COMPANY NAME:**

**APPROVED AS TO LEGAL  
FORM:**

By: \_\_\_\_\_  
Contact, Title Date

\_\_\_\_\_  
Fernando C. Gomez, Vice Chancellor, General Counsel  
The Texas State University System

Template

Exhibit “A”

**EXHIBIT “A”**

\_\_\_\_\_ **Hourly Rate Schedule**

Template

## Exhibit “A”

### EXHIBIT “B”

This policy addresses the impact of Texas Government Code Section 2155.004 on the participation of design consultants and subconsultants in the programming process for TSUS facilities projects.

1. Any design professional or other person who participates in the preparation of a Request for Qualifications or Request for Proposal for TSUS or any of its component institutions with respect to a TSUS capital project and was compensated for doing so, directly or indirectly, is disqualified from being awarded a contract as a result of the procurement, and from being a subconsultant or subcontractor to a firm that is awarded such a contract.
2. A design professional or other person who participates in the programming effort, with or without compensation, with respect to a TSUS capital project is not disqualified from being awarded a contract as a result of the procurement, or from being a subconsultant or subcontractor to a firm that is awarded such a contract, solely because of such participation, provided all of the following are true:
  - a. The programming effort does not produce a design document of any kind;
  - b. The programming effort does not produce technical specifications for any equipment to be included in the project; and
  - c. The programming effort does not involve the drafting or review of procurement documents.
3. Firms that program TSUS projects shall disclose to TSUS the identities of all firms that are compensated for participating in the programming effort.