

**REQUEST FOR QUALIFICATIONS
FOR
INDEFINITE-DELIVERY INDEFINITE-QUANTITY
(IDIQ)**

**PROJECT MANAGEMENT AND
ASSOCIATED SERVICES**

**FOR
THE TEXAS STATE UNIVERSITY SYSTEM
AUSTIN, TEXAS**

RFQ No.:

758-23-00087

Submission Date:

August 3, 2023 - 2:00 p.m. (C.D.T.)

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TABLE OF CONTENTS

Section 1 - General Information & Requirements

- 1.1 General Information
- 1.2 Public Information
- 1.3 Type of Agreement
- 1.4 Clarifications and Interpretations
- 1.5 Submission of Qualifications
- 1.6 Point-Of-Contact
- 1.7 Evaluation of Qualifications
- 1.8 Owner’s Reservation of Rights
- 1.9 Acceptance of Evaluation Methodology
- 1.10 No Reimbursement for Costs
- 1.11 Pre-Submittal Conference
- 1.12 Eligible Respondents
- 1.13 Historically Underutilized Businesses’ Submittal Requirements
- 1.14 Certain Proposals and Contracts Prohibited
- 1.15 Sales and Use Taxes
- 1.16 Certification of Franchise Tax Status
- 1.17 Delinquency in Paying Child Support
- 1.18 Services Previously Provided by Consultant
- 1.19 CEO Determination of Need for Services
- 1.20 State Registration of Architectural Firms
- 1.21 State Registration of Engineering Firms
- 1.22 Nondiscrimination
- 1.23 Non-Boycott Israel Verification
- 1.24 Cybersecurity Training Program
- 1.25 Certification Regarding Business with Certain Countries and Organizations
- 1.26 Non-Discrimination of Firearm Industry Verification
- 1.27 Anti-Boycott Energy Companies Verification
- 1.28 Vaccine Passport Prohibition

1.29 Critical Infrastructure Affirmation

Section 2 - Executive Summary

- 2.1 Historical Background
- 2.2 Services Description, Scope, and Budget
- 2.3 Schedule

Section 3 - Requirements for Statement of Qualifications

- 3.1 Respondent’s Statement of Qualifications and Availability to Undertake Project Management and Associated Services
- 3.2 Respondent’s Ability to Provide Project Management and Associated Services
- 3.3 Qualifications of Assigned Respondent Personnel and Their Likely Roles
- 3.4 Respondent’s Performance on Past Representative Engagements for Project Management
- 3.5 Respondent’s Knowledge of Best Practices
- 3.6 Respondent’s Project Management Technical Tools
- 3.7 Execution of Offer

Section 4 - Format for Statement of Qualifications

- 4.1 General Instructions
- 4.2 Page Size, Binding, Dividers, and Tabs
- 4.3 Table of Contents
- 4.4 Pagination

Attachments

Exhibit “A” – Project Management and Associated Services Agreement

REQUEST FOR QUALIFICATIONS FOR
INDEFINITE DELIVERY INDEFINITE QUANTITY
PROJECT MANAGEMENT AND ASSOCIATED SERVICES
FOR
THE TEXAS STATE UNIVERSITY SYSTEM
AUSTIN, TEXAS
RFQ No.: 758-23-00087

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner” or “System”) is soliciting Statements of Qualifications for the selection of one or more firms to provide certain project and associated services for the planning, design, and construction of facilities (“Services”) for Owner’s System Administration (“System Administration”) and/or its component institutions (“Component” or “Components”) on an hourly fee or lump sum basis. Such Services are expected to include but are not limited to project management, program management and services related to pre-project planning, estimating, programming, design, bid, and construction phases of the project delivery process or any other service that is beneficial in the delivery of facilities. The firm will render these services to the Owner and in some cases directly to a Component as needed, with no minimum amount of services specified. The firm must be prepared to assign at least one person with significant project planning and management experience to be available as needed to support the oversight efforts of the Owner. Please see Section 2.2 for a fuller discussion of the scope of this engagement. **An agreement with the selected firm(s) will be issued as an indefinite quantity contract with a term expiring on August 31, 2028, and an option for the Owner to extend the contract for three (3) additional one (1) year terms.** The total value of each contract will be limited to Five Million Dollars (\$5,000,000); 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 Request for Qualification (“RFQ”) is the first step in selecting the Respondent. 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 three (3) 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 one or more of the most qualified Respondent(s).
- 1.1.3 After selecting the most qualified Respondent(s) the Owner will negotiate the Services to be provided by the Respondent and a suitable fee schedule for those Services. Further information regarding the agreement is in Section 1.3. In the event that the Owner is not successful in concluding an agreement with the most highly qualified Respondent(s), the Owner may terminate negotiations with such Respondent(s) and attempt to negotiate an

agreement with the next most highly ranked Respondent, and so forth. The Owner may enter into agreements with up to three (3) Respondents as a result of this solicitation.

1.1.3.1 Potential Respondents should be aware that, except in unusual cases, the Owner does not consider billable time incurred while traveling to and from a project site, Owner's offices, Component institutions, or Board of Regents meetings, as necessary to the management of a program or project. Potential Respondents whose offices are located where such time-consuming travel will be regularly required in the performance of services for the Project, should consider this policy when deciding whether or not to submit their Qualifications.

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 will be posted on the Owner's website.

1.3 TYPE OF AGREEMENT: Any agreement resulting from this solicitation will be based on the template attached hereto as Exhibit "A".

1.4 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 Qualifications 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 eight (8) business days before the submittal deadline. The deadline for the receipt of written questions is stated in Section 2.3.

1.4.1 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 Plan as separate attachments at the time and location described below.

August 3, 2023 - 2:00 p.m. (Central Daylight Time)

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

- 1.5.3 Submit **five (5)** identical hard copies of the Qualifications, and **one (1)** digital copy on a USB/flash drive in Adobe Acrobat PDF format. An original signature must be included on the Respondent's "Execution of Offer" document submitted with each hard copy of the Qualifications.
- 1.5.4 Submit **one (1) original** hard copy and **one (1)** digital copy, on a USB/flash drives in Adobe Acrobat PDF format, of the HUB Subcontracting Plan (HSP) **as separate attachments** to the Qualifications as described in Section 1.13.
- 1.5.5 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.
- 1.5.6 The Owner will not acknowledge or consider Qualifications and HSP materials that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.7 Properly submitted Qualifications and HSP materials will not be returned to Respondents.
- 1.5.8 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, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact **by email only.**

Peter Maass, Director of Capital Projects Administration
The Texas State University System
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 Office. The top three (3) 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 and HSP.
- 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" or "HUBS") in all contracts. Accordingly, specific plans and representations by Respondents that appear to facilitate the Owner's commitment to supporting HUB enterprises are required 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 and will disqualify the Respondent.
- 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. System Administration has the responsibility of overseeing more than One Billion Dollars (\$1,000,000,000) in construction projects at any given time at seven different Component locations. The Chancellor finds that System Administration personnel can oversee these projects in a cost-effective manner by utilizing the planning and construction 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, 505 East Huntland Drive, Suite 350, Austin, Texas 78752, 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 NONDISCRIMINATION: In their execution of an agreement resulting from this solicitation, Respondent, their consultants, and 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.
- 1.23 NON-BOYCOTT ISRAEL VERIFICATION: To the extent required in Chapter 271, Texas Government Code, by executing this Agreement, Respondent hereby certifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement. "Boycott Israel" shall have the meaning set forth in Section 808.001, *Texas Government Code*.
- 1.24 CYBERSECURITY TRAINING PROGRAM: Pursuant to Section 2054.5192, *Texas Government Code*, firm and its consultants, officers, and employees who are provided credentials granting access to Component's computer system also known as Component's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Component. The cybersecurity training program must be completed during the term and any renewal period of the agreement. Firm shall verify in writing completion of the program to the Component within the first thirty (30) calendar days of the term and any renewal period of this agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the agreement.
- 1.25 CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252.152, *Texas Government Code*, Respondent hereby certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges the agreement may be terminated and payment withheld if this certification is inaccurate.
- 1.26 NON-DISCRIMINATION OF FIREARM INDUSTRY VERIFICATION: Pursuant to Chapter 2274, *Texas Government Code* (as enacted in SB 19 in the 87th Regular Legislative Session [2021]), Respondent hereby verifies that either (i) it has less than ten (10) full time employees; or (ii), it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined under Section 2274.001, *Texas Government Code*) and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- 1.27 ANTI-BOYCOTT ENERGY COMPANIES VERIFICATION: Pursuant to Chapter 2274.002, *Texas Government Code* (as enacted in SB 13 in the 87th Regular Legislative Session [2021]), Respondent hereby certifies that either (i) it has less than ten (10) full time employees or (ii) it does

not “boycott energy companies” (as defined under Section 809.001, *Texas Government Code*) and will not “boycott energy companies” during the term of the agreement.

- 1.28 **VACCINE PASSPORT PROHIBITION:** Pursuant to Section 161.0085, *Texas Health and Safety Code* (as enacted in SB 968 in the 87th Regular Legislative Session [2021]), Respondent hereby certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Respondent’s business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract and shall be grounds for termination of the agreement for cause.
- 1.29 **CRITICAL INFRASTRUCTURE AFFIRMATION:** Pursuant to Section 2274.0102, *Texas Government Code*, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.

SECTION 2 – EXECUTIVE SUMMARY

- 2.1 **HISTORICAL BACKGROUND:** The Texas State University System, founded in 1911, is the first higher education system established 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 west Texas. Today, seven component institutions offer a broad range of academic and career opportunities. Throughout the System, faculty and staff are preparing students to work in and contribute to our global society.

The Texas State University System is governed by a nine-member Board of Regents appointed by the governor. In addition, a nonvoting student regent is appointed annually to the board. The administration, which is headed by a board-appointed chancellor, is based in Austin, where it provides support to the System components and state government.

- 2.2 **SERVICES DESCRIPTION, SCOPE, AND BUDGET:** The selected Respondent will provide project management and associated services for facilities planning, design and construction projects throughout the System. Services may be required in connection with any or all of the following phases of project delivery: pre-project planning, estimating, programming, design, bid and construction, as well as any other service that may assist the Owner in the delivery of facilities.

The volume of project activity anticipated over the next five (5) to eight (8) years will require that Components and the Owner utilize outside consultants as an extension of their capital construction operations. As a result, the Respondent(s) must be prepared to assign at least one (1) qualified person with significant experience and unique abilities in project planning and management, who will be available as needed to support the System Administration. Additionally, the Respondent must be prepared to provide Project Managers to Component institutions in support of their capital construction projects to manage the projects, participate at project meetings, provide comprehensive review and analysis of drawings, constructability reports, cost estimates, pay applications, change orders, project schedules, and other project documents, and interact with the project architect-engineer and construction managers, and the Component’s project manager and/or staff in a collaborative manner that provides value to the System Administration and to the projects at each Component campus. The Respondent’s personnel must be proficient in Projectmates or

similar project management information systems and must understand and align with the culture of the Components and System Administration in identifying, tracking, and resolving problems in an expeditious manner, and must work independently with little oversight while delivering a superior work product. Through their project leadership efforts, the specified person(s) must create and maintain added value and garner respect through their actions in support of the Component, contractor, and architect-engineer, and when necessary, as the System Administration representative.

The selected Respondent must demonstrate competency and successful experience with the provision of services similar to those detailed above. Previous experience with the management of planning, design and construction of 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, 2028, with an option for three (3) additional one (1) year terms. The agreement 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. Respondent will be compensated on an hourly fee basis in accordance with a fee schedule to be negotiated with the successful Respondent(s). The contract may also provide for the negotiation of specific engagements on a lump-sum fee basis upon the mutual agreement of the parties.

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

2.3.1	Owner Publishes RFQ	07/13/2023
2.3.2	Deadline for submission of written questions (12:00 p.m. C.D.T.)	07/20/2023
2.3.3	Deadline for submittal of Qualifications (2:00 p.m. C.D.T.)	08/03/2023
2.3.4	Owner selects short listed Respondents	08/11/2023
2.3.5	Interviews of short-listed Respondents (if required)	08/16/2023
2.3.6	Owner selects most qualified Respondent(s)	08/17/2023
2.3.7	Owner negotiates fee schedule(s) and executes Agreement(s)	08/28/2023

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

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

3.1 CRITERION ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE PROJECT MANAGEMENT AND ASSOCIATED SERVICES (Maximum of two (2) printed pages per question) (Criterion Weight: 10%)

- 3.1.1 Provide a statement of interest for the desired Services including a narrative describing the Respondent’s unique qualifications as they pertain to the project and program management services described in this RFQ.
- 3.1.2 Provide a statement on the availability and commitment of the Respondent and its principal(s) and assigned professionals to undertake the services described in this RFQ.
- 3.1.3 Provide a brief history of the Respondent and each 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 PROJECT MANAGEMENT AND ASSOCIATED SERVICES (Criterion Weight 10%)

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

3.2.1.1 Legal name of the company as registered with the Secretary State of Texas.

3.2.1.2 Address of the office that will be providing services.

3.2.1.3 Number of years in business.

3.2.1.4 Type of operation (Individual, Partnership, Corporation, Joint Venture, etc.).

3.2.1.5 Number of employees by skill group.

3.2.1.6 Annual revenue totals for the past ten (10) years.

3.2.2 Declare if Respondents 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, 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's firm or any of its consultant team 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 other such kinship between any individual member of the Respondent's team and any Owner employee, officer, or Regent. If so, explain.

3.2.6 Provide a claims history under professional malpractice insurance for the past five (5) years for the Respondent's firm and any team members proposed to provide professional services.

3.3 CRITERION THREE: QUALIFICATIONS OF ASSIGNED RESPONDENT PERSONNEL AND THEIR LIKELY ROLES (Criterion Weight 30%)

3.3.1 Identify the key professionals that will be involved in project and program management services and their likely roles.

3.3.2 Provide resumes stating the experience and expertise of the professionals that will be involved in providing project management 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 program management services.

3.4 CRITERION FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE ENGAGEMENTS FOR PROJECT MANAGEMENT (Criterion Weight 30%)

3.4.1 List a maximum of three (3) projects for which Respondent has provided project management services that are most closely related to the services described in this RFQ. Any engagements with the Owner, other Texas public institutions of higher education and other Texas state-funded projects should be included. List the projects in order of priority, with the most relevant projects listed first. Provide the following information for each project listed:

- 3.4.1.1 Project name, location, contract delivery method, and description of the type of services provided.
- 3.4.1.2 Photographic color images of exterior, interior, and floor plans and site plans as applicable.
- 3.4.1.3 Construction cost estimates at Design Development, final GMP amount or bid, and final construction cost. Explain the reasons for any deviations.
- 3.4.1.4 Final project size in gross square feet.
- 3.4.1.5 Type of construction (new, renovation, or expansion) and description of professional services Respondent provided for the project.
- 3.4.1.6 Planned versus actual durations for Schematic Design, Design Development and Construction Documents phases. Provide an explanatory justification for any slippage of dates exceeding fifteen (15) calendar days between planned and actual for each milestone.
- 3.4.1.7 Name of Respondent's program or project manager (individual responsible to the owner for the overall success of the project).
- 3.4.1.8 Name of project architect (individual responsible for coordinating the day-to-day work).
- 3.4.1.9 Name of construction manager (individual responsible for coordinating the day-to-day work).

3.4.2 References (for each project listed above, identify the following):

- 3.4.2.1 The owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number and email address.
- 3.4.2.2 Architect/Engineer's name and representative who served as the day-to-day liaison during the design and construction phase of the project, including telephone number and email address.
- 3.4.2.3 Contractor's name and representative who served as the day-to-day liaison during the preconstruction and/or construction phase of the project, including telephone number and email address.
- 3.4.2.4 Length of business relationship with the client.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner reserves the right to contact any other references at any time during the RFQ process.

3.5 CRITERION FIVE: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES (Criterion Weight 10%)

3.5.1 Describe the Respondent's philosophy, methodology, and its processes for (a) successful management of quality, cost, and schedule controls, and (b) discovering failures to adhere to programming requirements carried forth into design.

- 3.5.2 Provide specific examples of how these techniques or procedures were used in up to three (3) projects listed in response to Criterion 3.4.
- 3.5.3 Describe the proposed project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.

3.6 **CRITERION SIX: RESPONDENT'S PROJECT MANAGEMENT TECHNICAL TOOLS**
(Criterion Weight 10%)

- 3.6.1 List and fully describe any technical tools including but not limited to computer software or hardware that enable Respondent to provide effective project and program management services. Demonstrate proficiency in the use of project management information systems. Experience with the Projectmates project management software system is preferred.
- 3.6.2 Provide specific examples of how these tools were used in up to three (3) projects listed in response to Criterion 3.4.

3.7 **CRITERION SEVEN: 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.

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.

- 3.7.4 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.
- 3.7.5 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.
- 3.7.6 By signature hereon, Respondent represents and warrants that:
- 3.7.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
- 3.7.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
- 3.7.6.3 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;
- 3.7.6.4 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
- 3.7.6.5 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.
- 3.7.7 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.
- 3.7.8 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).
- 3.7.9 By signature hereon, Respondent certifies as follows:
- 3.7.9.1 "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.”

3.7.9.2 “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.”

3.7.9.3 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.”

3.7.10 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.

3.7.11 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*).

3.7.12 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

3.7.13 By signature hereon, Respondent agrees, to the extent provided by Section 2254.0031 of *Texas Government Code*, 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.

3.7.14 By signature hereon, Respondent agrees to complete a Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*, Respondent and its subcontractors, officers, and employees, who are provided credentials granting access to Component’s computer system also known as Component’s information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Component. The cybersecurity training program must be completed during the term and any renewal period of the Agreement. Respondent shall verify in writing completion of the program to the Component within the first thirty (30) calendar days of the term and any renewal period of the Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.

3.7.15 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.

- 3.7.16 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, and that no member of the Board of Regents has a "substantial interest" (as that term is defined in Section 51.923 of the *Texas Education Code*) in the Respondent.
- 3.7.17 Pursuant to Chapter 2274, *Texas Government Code*, Respondent certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- 3.7.18 Pursuant to Chapter 2274, *Texas Government Code*, Respondent certifies that it does not boycott energy companies as defined in Section 809.001(1)(a), *Texas Government Code*, (i.e., fossil fuel companies); and will not boycott energy companies during the term of the Agreement.
- 3.7.19 Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery, on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 3.7.20 Pursuant to Section 2274.0102, *Texas Government Code*, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.

(Execution of Offer continues on the following page)

3.7.21 Execution of Offer: RFQ No. 758-23-00087 – Request for Qualifications for IDIQ Project Management and Associated Services for The 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 25% of the Respondent’s business entity:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent’s Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Email Address) required for RFQ Notification

(Date)

Respondent acknowledges receipt of the following Addenda:

No. 1 _____; No. 2 _____; No. 3 _____; No. 4 _____; No. 5 _____; No. 6 _____

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 pages (25 sheets printed double-sided or 50 sheets single-sided) and could be entirely adequate with considerably fewer pages. The cover, table of contents, divider sheets, HSP, 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, HSP, 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 the HSP.

END OF REQUEST FOR QUALIFICATIONS

THE TEXAS STATE UNIVERSITY SYSTEM

**INDEFINITE-DELIVERY INDEFINITE-QUANTITY (IDIQ)
CONSULTING SERVICES AGREEMENT**

(Project Management and Associated Services)

THIS AGREEMENT between State of Texas, acting through the Board of Regents of The Texas State University System (“Owner” or “TSUS”) and **Company Name** (“Firm”), is effective the **1st Day of September 2023**.

WHEREAS, the Owner is a public university system existing under the laws of the State of Texas, presently comprising seven (7) institutions of higher education (“Components” or, individually, a “Component”). Owner is responsible for the administration of planning and construction activities at each of the Components, and desires to engage the services of Firm to provide project management, program management, facilities planning, and related services for the Owner’s Administration Office and various facilities projects undertaken on the Component campuses, on an indefinite delivery, indefinite quantity basis.

WHEREAS, Firm 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 Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, Owner and Firm agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 Approved Firm Personnel:

1.1.1 The primary person Firm assigned responsibility to manage the services of this Agreement is:

Name, Title

Phone: _____

Email: _____

1.1.2 Firm has assigned secondary responsibility to manage the services of this Agreement to:

Name, Title

Phone: _____

Email: _____

1.1.3 If either of the individuals named above becomes unavailable, Firm shall immediately propose a suitable replacement with comparable skills and experience for Owners’ review and approval.

1.2 Project Management Services. Firm agrees to provide Project Management services on a project-by-project basis, as required and requested by Owner or a Component. Firm shall assign such Project Management personnel as may be agreed upon by Owner or Component to such projects,

with the precise nature and duration of such services as may be mutually agreed by the parties. Project Management services may include, but are not limited to, the following:

1.2.1 Pre-Construction Phase Activities:

- Facilitating senior executive meetings between facilities leadership and the Component's core team.
- Leading communication between all team members and the Component or Owner.
- Documenting meetings that include Component or Owner involvement.
- Maintaining comprehensive project directories.
- Leading coordination of meetings between all team members and Component or Owner.
- Leading design reviews and approvals at each design phase.
- Leading budget review and approvals at each design phase.
- Leading budget resolution strategies, if required.
- Leading schedule review and approvals during design and pre-construction phases.
- Leading schedule resolution strategies, if required.
- Attending regularly scheduled Component or Owner progress meetings with the project Architect/Engineer (A/E).
- Leading construction schedule and budget reviews.
- Preparing and distributing all necessary project deliverables as required while providing project management services, including but not limited to, schedules, budgets, reports, or meeting minutes.
- Leading coordination of and attending all user meetings to monitor project goals.
- Documenting and submitting weekly project status reports, including budget, schedule, cash flow and major issues and resolution needs.

1.2.2 Construction Phase Activities:

- Contract administration of construction vendors, including change management and monthly work certification for payments (with input from A/E, Component, or Owner, as applicable).
- Attending/conducting regular project meetings with contractors and Component or Owner staff, preparing minutes of meetings and follow-up for on time implementation of agreed actions by respective parties.
- Monitoring and reporting on construction costs and monthly anticipated cost reports.
- Monitoring and reporting schedule status.
- Preparing and distributing all necessary project deliverables as required, while providing project management services, including, but not limited to, schedules, budgets, reports, or meeting minutes.
- Leading coordination of and attending all user meetings to monitor project goals.
- Documenting and submitting monthly project status reports, including budget, schedule, cash flow, and major issues and resolution needs.
- Monitoring contractors' works compliance with established health and safety requirements.
- Managing interfaces between main work finalization activities, direct vendors work execution, (AV, IT, FF&E, etc.), services activation and move preparation/execution.
- Documenting and submitting weekly project status reports, including budget, schedule, cash flow and major issues and resolution needs.

1.2.3 Construction Management and Inspections:

- Development of work plans to properly execute oversight of the field work.
- Attend the contractor/sub-contractor weekly meetings to coordinate upcoming inspections and discuss issues regarding inspections that will or have occurred.
- Work with the contractor to provide a rolling weekly schedule that includes the activities occurring during the next three (3) week period.
- Ensure all inspections occur in accordance with the contractor's schedule.
- Inspect installation of materials and workmanship in accordance with the construction documents and other project requirements.
- Recommend, when appropriate, rejection of materials or workmanship.
- Monitor contractor construction activities, report status and findings to Component or Owner.
- Review status of project issues with all stakeholders as a standing agenda item in the Owner/Architect/ Contractor meetings.
- Verify contractor's testing schedule for completeness and verify tests are conducted as scheduled.
- Witness major tests, review test results, and file test records.
- Notify Component or Owner of test failures and planned corrective actions.
- Monitor the on-time submission of as-built documents, permits, guarantees, warranties and training to Component's facilities management teams.

1.3 Program Management Services - --. Firm agrees to provide experienced personnel, as needed, and requested by Owner, to perform the following services:

- 1.3.1 Attend project meetings and provide project oversight as an extension of the TSUS Office of Finance.
- 1.3.2 Advise TSUS Office of Finance regarding the maintenance, modification, and implementation of policies governing planning and construction activities.
- 1.3.3 Advise TSUS Office of Finance regarding the negotiation and administration of contracts with design professionals, contractors, construction managers and others involved in the planning and construction of improvements at the Component institutions.
- 1.3.4 Review documentation with regard to facilities projects within the oversight responsibilities of the TSUS Office of Finance.
- 1.3.5 Advise TSUS Office of Finance generally on matters related to planning and construction activities.
- 1.3.6 Prepare Monthly status reports on all applicable active projects, regardless of who is the Project Manager. The format of the report must be approved in advance by the System's Vice Chancellor & Chief Financial Officer.
- 1.3.7 Assist in the preparation Quarterly Status Reports of all active projects, with a Total Project Cost in excess of One Million Dollars (\$1,000,000), to be provided to the Board of Regents

at the Quarterly Meetings. The format of the report shall be prescribed by the System's Vice Chancellor and Chief Financial Officer.

- 1.4 Additional Services. Firm agrees to provide such other services as may be reasonably requested by Owner or a Component that are within Firm's expertise and are related to the facilities planning and construction program of Owner.
- 1.5 Project Initiation. To commence any project under this Agreement, the Owner shall deliver to the Firm a written description of the general requirements of the project, the services required, an initial milestone schedule for performance of the services, and such other information as may be necessary or desirable for the initiation of the project. Firm shall prepare a written proposal that comports with the stated scope of work, timelines and any other obligations set forth by the Owner in its written submission to the Firm. The Firm shall submit the proposal within ten (10) business days after receipt of the proposal request. Upon successful negotiation of the scope, schedule, and fees for the services, the Owner shall deliver to the Firm a Project Assignment in the form attached to this Agreement as Exhibit B.
 - 1.5.1 A project Assignment may be amended by an Amendment issued by the Owner in the form attached as Exhibit C.
- 1.6 Reports. Firm shall submit a written report to Owner no later than the fifteenth (15th) day of each month containing the following information, current as of the end of the previous month:
 - 1.6.1 The name of each active project or Assignment.
 - 1.6.2 The Component for which the Assignment is being performed.
 - 1.6.3 The status of each Project including the projected date for the completion and delivery of final deliverables for each Assignment.
 - 1.6.4 Additional information requested by the Component or System.
- 1.7 Owner is not required to request any particular quantity of services under this Agreement. The quantity of services to be provided is indefinite and dependent upon the needs and desires of the Owner and its Components.

ARTICLE 2 FEE FOR SERVICES; REIMBURSABLES

- 2.1 With respect to each undertaking, the Owner agrees to pay the Firm a fee ("Fee") for services calculated on the basis of the fee schedule attached to this Agreement as Exhibit A. The Fee will be based solely on the level of effort required of the Firm and shall not change unless the Owner directs significant changes to the quantity, quality standards or types of services included in the undertaking. Subconsultant services provided under this Agreement shall be compensated at actual cost, plus ten percent (10%).
 - 2.1.1 Any expenses that are reimbursable to the Firm under this Agreement shall be billed to the Component or Owner monthly as a direct expense, without any markup for overhead or profit. Owner and Firm may agree to limit reimbursable expenses in the Assignment

document or include them in a negotiated lump sum Fee.

- 2.1.2 The total of all Fees collected under this Agreement by the Firm with respect to all undertakings shall not exceed Five Million Dollars (\$5,000,000) starting on the commencement date of this Agreement and including any renewal term. However, the Owner reserves the right to increase this limit. Firm agrees to notify Owner if, at any time, the amount of Fees collected or contracted for under this Agreement exceeds eighty percent (80%) of the maximum set forth in this paragraph.
- 2.1.3 The rates in Exhibit A shall be subject to change by Firm upon the expiration of the initial five-year Agreement term and with prior written notice to Owner. Any increase in fees will be limited to three percent (3%) per year.

2.2 Payments to Firm. Firm shall invoice for its services as follows:

2.2.1 For services rendered to Owner or Components pursuant to Article 1 of this Agreement, Firm shall invoice the appropriate Component (or Owner, if such services are to be provided directly to System Administration) directly on an hourly basis based on the fee schedule attached hereto as Exhibit A, unless another basis for payment is agreed upon between the Owner and Firm under an Assignment. A Component shall be solely responsible for the payment of any such fees for services rendered directly to such Component.

2.2.2 The cost of transportation, lodging and meals incurred in trips to the Component institutions shall be reimbursable at the lesser of:

2.2.2.1 Actual expenses incurred; or

2.2.2.2 Reasonable expenses for travel, without mark-up, (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred by Firm directly and solely in support of services and approved by Owner or Component. Travel will be limited to amounts authorized under the Owner's travel policy. A copy of the Owner's travel policy will be provided to Firm upon request. In the event travel expenses are paid by appropriated funds, travel expenses are limited to amounts authorized by the Comptroller of Public Accounts for the State of Texas for state employees (<https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>). Firm will not be reimbursed by Owner or Component for expenses that are prohibited or that exceed the allowable amounts provided in the then current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses, Firm may be required to submit receipts, invoices, and other documentation requested by Owner or Component.

2.3 Insurance Coverage. The Firm shall carry such insurance coverages as further described below, acceptable to and approved by the Owner. The fees for such insurance will be at the expense of the Firm. The insurance policies shall remain in force for a period of one (1) year beyond the final Agreement and/or Assignment expiration date. A Certificate of Insurance indicating the expiration date, and existence, of the Firm's insurance coverages is required prior to commencement or continuation of performance of the services under this Agreement. Within five (5) business days of the Owner's request, Firm shall provide the Owner a copy of each insurance policy required

under this Agreement, including all endorsements, at no cost to the Owner. Firm shall deliver to Owner replacement certificates not less than thirty (30) calendar days prior to the expiration of any such insurance. If, however, Firm fails to pay any of the renewal premiums for the expiring policies, Owner shall have the right (but not the obligation) to make such payments and set off the amount thereof against the next payment coming due to Firm under this Agreement.

2.3.1 On Site Insurance: For services performed on Owner's or Component's premises, the Firm shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Business Auto Liability	
Combined Single Limit	\$1,000,000 each occurrence

2.3.2 Notice of Cancellation: Required insurance shall not be cancelable without notice to the certificate holder in accordance with the terms of the insurance policy. The Firm agrees to provide to the Owner notice of cancellation of any required insurance within five (5) business days of its receipt of notice of such cancellation.

2.3.3 Firm shall include the Owner as an additional insured on the General Liability policy, and the Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner. To the fullest extent permitted by applicable law, including but not limited to Section 271.904 of the Texas Local Government Code, such General Liability policy shall provide for the defense of the additional insureds in suits or legal actions brought against additional insureds on claims that, if proven by final judgment, would constitute covered claims under such General Liability policy.

2.3.4 Firm shall require its Consultants to maintain Commercial General Liability and Business Auto Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

ARTICLE 3 TERMINATION OF AGREEMENT

3.1 The term of this Agreement shall commence on the effective date first entered above and end on the fifth (5th) anniversary of the effective date. Owner shall have the option to extend this Agreement for three (3) additional one (1) year terms upon written notice to Firm. A year is the twelve (12) month period, starting on the commencement date of this Agreement and on any anniversary of the commencement date.

- 3.2 Should either party be in material breach of this Agreement, the other party may provide fourteen (14) calendar days written notice to the breaching party that it intends to terminate this Agreement for default absent appropriate corrective action. At such time, and absent appropriate corrective action, the non-breaching party may terminate this Agreement in writing.
- 3.3 Owner may terminate this Agreement without cause upon seven (7) calendar days' written notice. If Owner terminates this Agreement pursuant to this section, the Firm shall be paid for services performed to the termination date and any costs incurred by Firm for which the Owner or Component is responsible under Article 2 of this Agreement. As a condition of the final payment involving such a termination, the Firm shall promptly and orderly arrange data accumulated and products of its professional services, and delivery of same to the Owner or Component.

ARTICLE 4 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the Firm, its partners, successors, assigns, and legal representatives and shall inure to the benefit of the Owner, its successors, assigns and legal representatives. Neither the Owner nor the Firm shall assign, delegate, or transfer their respective interests in or duties under this Agreement without the written consent of the other. Firm shall not replace the in-house personnel named in its submitted Qualifications to lead the projects without prior written approval from the Owner.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- 5.1 Public Information Pertaining to the Official Business of Governmental Bodies and to Contracts by Certain State Governmental Entities that Involve the Exchange or Creation of Public Information. The Texas State University System adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to Owner, Firm is required to make any information created or exchanged with the Owner pursuant to this Agreement, that is not otherwise excepted from disclosure under the TPIA, available in a format reasonably requested by Owner that is accessible by the public. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.
- 5.2 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*. The Owner designates the Vice Chancellor and Chief Financial Officer as its officer for examining, negotiating, and resolving claims and counterclaims under Chapter 2260 of the *Texas Government Code*.
- 5.3 State Auditor's Office. Firm understands that acceptance of state funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Firm further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Firm will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontracts it awards. Additionally, 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 Firm relating to this Agreement. Firm further understands that Owner may conduct a financial and/or performance audit of this Agreement and agrees to cooperate fully in such an audit to the same extent as an audit by the State Auditor's Office. The provisions of this paragraph 5.3 shall survive the termination of this Agreement.

- 5.4 Licensure of Architects. The Texas Board of Architectural Examiners, 505 East Huntland Drive, Suite 350, Austin, Texas 78752, Phone (512) 305-9000, has jurisdiction over individuals licensed under the Regulation of the Practice of Architecture Law, *Texas Occupations Code*, Section 1051.
- 5.5 Licensure of Engineers. The Texas Board of Registration for Professional Engineers, 1917 IH35 South, Austin, Texas 78741, Phone (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Registration Law, *Texas Occupations Code*, Section 1001.
- 5.6 Family Code Certification. By signing this Agreement Firm is certifying, pursuant to Section 231.006 of the *Texas Family Code*, that it is not ineligible to receive the award of or payments under this Agreement by reason of its Family Support requirements and acknowledges that this Agreement may be terminated and/or payments may be withheld if this certification is inaccurate.
- 5.7 Eligibility Certification. By signing this Agreement Firm is certifying that, pursuant to Section 2155.004 of the *Texas Government Code*, the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 5.8 Franchise Tax Certification. By signature hereon, Firm hereby certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, of the *Texas Tax Code*, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
- 5.9 Debts Owed to State. By signing this Agreement Firm agrees that, pursuant to Sections 2107.008 and 2252.903 of the *Texas Government Code*, any payments owing to Firm under this Agreement may be applied directly toward any debt or delinquency that Firm owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 5.10 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Firm and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Services. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by Firm and Owner.
- 5.11 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Travis County, Texas shall be the exclusive venue for any legal action arising from or related to this Agreement or the Projects in which the Owner or Component is a party.
- 5.12 Conflict of Interest Certification. By signing this Agreement, Firm is certifying that no member of the Board of Regents of The Texas State University System, or its Executive Officers (including Component institutions) has a financial interest, directly or indirectly, in the transaction that is the

subject of this Agreement.

- 5.13 Ethics Matters; No Financial Interest. Firm and its employees, agents, representatives, and consultants have read and understand The Texas State University System Conflicts of Interest Policy available at: <https://www.tsus.edu/about-tsus/policies.html> and The Texas State University System Rules and Regulations, Chapter VIII. Neither Firm nor its employees, agents, representatives, or consultants will assist or cause Owner's or Component's employees to violate Owner's Conflicts of Interest Policy as stated in The Texas State University System Rules and Regulations. Firm represents and warrants that no previously undisclosed member of The Texas State University System Board of Regents, The Texas State University System's Chancellor or any of its executive offices, or any president or executive officers of its respective Components has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
- 5.14 Disclosure of Interested Parties. Firm certifies that, if the value of this Agreement exceeds One Million Dollars (\$1,000,000), it has complied with Section 2252.908 of the *Texas Government Code* and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission ("TEC"), if applicable, and has provided the Component with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Firm.
- 5.15 Nondiscrimination. In their execution of this Agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.
- 5.16 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement. Notwithstanding any provision of this Agreement, nothing herein constitutes a waiver of the constitutional, statutory, or common law rights, privileges, defenses, or immunities of the parties.
- 5.17 Project Management Software: Firm shall use the Owner's designated project management software system to transact, correspond and maintain all project related correspondence and documentation throughout the life of the project(s) including project close-out and final payments.
- 5.18 Non-Boycott Israel Verification: To the extent required in Chapter 271, *Texas Government Code*, by executing this Agreement, Firm hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" shall have the meaning set forth in Section 808.001, *Texas Government Code*.
- 5.19 Cybersecurity Training Program: Pursuant to Section 2054.5192, *Texas Government Code*, Firm and its consultants, officers, and employees, who are provided credentials granting access to Component's computer system also known as Component's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, as selected by the Component. The cybersecurity training program must be completed during the

term and any renewal period of this Agreement. Firm shall verify in writing completion of the program to the Component within the first thirty (30) calendar days of the term and any renewal period of this Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.

- 5.20 Firm Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, by executing this Agreement, Firm hereby certifies Firm is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 5.21 Other Provisions Required by Applicable Law. In accordance with Section 51.9335(h), *Texas Education Code*, the parties acknowledge and agree that any provision required by Applicable Law to be included in the Agreement is considered to be a part of the executed Agreement without regard to:
- 5.21.1 Whether the provision appears on the face of the Agreement of Contract; or
- 5.21.2 Whether the Agreement of Contract includes any provisions to the contrary.
- 5.22 Presence on Campus. Firm agrees to comply with all Component Policies including but not limited to the following and, at a minimum, shall apply to the Firm's employees, subcontractors, and agents while on the Component's campus or Owner's facilities:
- 5.22.1 On-campus driving and parking;
- 5.22.2 Prohibition on smoking or tobacco use;
- 5.22.3 Fire safety;
- 5.22.4 Hazardous Materials;
- 5.22.5 Drug-free workplace; and,
- 5.22.6 Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation, gender identity or expression.
- 5.23 Background Checks. Firm will provide representation that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the Component campus:
- 5.23.1 Sex offender and criminal history databases where the above individuals will be placed on the campus, working with or around students;
- 5.23.2 Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by Owner;

- 5.23.3 Firm will determine on a case-by-case basis whether each individual assigned to perform the services is qualified to provide the services. Firm will not knowingly assign any individual to provide services on Component's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.
- 5.24 Non-Discrimination of Firearm Industry Verification. Pursuant to Section 2274.002, *Texas Government Code* (as enacted in SB 19 in the 87th Regular Legislative Session [2021]), by executing this Agreement Firm hereby certifies that either (i) it has less than ten (10) full time employees; or (ii), it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined under Section 2274.001, *Texas Government Code*) and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- 5.25 Anti-Boycott Energy Companies Verification. Pursuant to Section 2274.002, *Texas Government Code* (as enacted in SB 13 in the 87th Regular Legislative Session [2021]), by executing this Agreement Firm hereby certifies that either (i) it has less than ten (10) full time employees or (ii) it does not “boycott energy companies” (as defined under Section 809.001, *Texas Government Code*) and will not “boycott energy companies” during the term of this Agreement.
- 5.26 Vaccine Passport Prohibition. Pursuant to Section 161.0085, *Texas Health and Safety Code* (as enacted in SB 968 in the 87th Regular Legislative Session [2021]), by executing this Agreement Firm hereby certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Firm’s business. Firm acknowledges that such a vaccine or recovery requirement would make Firm ineligible for a state-funded contract and shall be grounds for termination of this Agreement for cause.
- 5.27 Critical Infrastructure Affirmation. Pursuant to Section 2274.0102, *Texas Government Code*, by executing this Agreement Firm hereby certifies that neither it nor its parent company, nor any affiliate of Firm or its parent company, is (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.

ARTICLE 6 INDEMNIFICATION

- 6.1 To the fullest extent permitted by law, the Firm hereby indemnifies and holds harmless Owner and Component and their Regents, officers, directors, attorneys, employees, representatives, employees, and agents (hereinafter referred to individually as an “Indemnified Party” and collectively as the “Indemnified Parties”) from and against all damages to the extent caused by or resulting from, in whole or in part, an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Firm or the Firm’s agents, the Firm’s consultants under contract, or another entity over which the Firm exercises control (**even if such damage is caused in part by the concurrent or partial negligence of an Indemnified Party**). **However, the indemnity provided for in this paragraph does not apply to the extent of any liability caused by the negligence or fault, the breach or violation of applicable law, or the breach of contract of the Indemnitees or their agents or employees, or any third party under their control or supervision other than the Firm or its agents, employees, subcontractors, or consultants of any tier.**

- 6.2 Firm's obligation to indemnify the Indemnified Parties shall extend to the reimbursement of those reasonable attorney's fees and litigation or arbitration costs and expenses incurred by the Indemnified Parties in the defense of claims asserted against the Indemnified Parties which arise from the alleged acts or omissions described in Paragraph 6.1 above. However, except to the extent covered by insurance for which the Owner or Component is an Additional Insured in accordance with applicable law and Paragraph 6.4 below, the indemnity and hold harmless obligation of the Firm with regard to the reasonable attorney's fees and litigation or arbitration costs and expenses incurred by such Indemnified Party in defense of such claim shall be apportioned comparatively (*i.e.*, limited to the amount based on the percentage of negligence or fault of the Firm and/or its subconsultants of any tier) in accordance with the Laws of the State of Texas, without waiving any governmental immunity available to the State and its Agencies and Subdivisions under Texas law and without waiving any defense of the Parties under Texas law.
- 6.3 The provisions of this Article 6 will not be construed to eliminate or reduce any other indemnification or right, which any Indemnitee has, by law or equity.
- 6.4 Notwithstanding any limitations on the indemnity obligations under this Article 6, but to the fullest extent permitted by Section 271.904 of the *Texas Local Government Code*, Chapter 130 of the *Texas Civil Practice and Remedies Code*, or such other applicable law, Owner and Component shall be named as an additional insured on the Firm's general liability policy required by the Agreement, and Firm shall defend or cause to be defended Owner, Component, and such other Indemnified Parties against those claims covered by such insurance to the extent such defense is provided by such insurance.
- 6.5 The indemnification obligations assumed under this Article 6 shall not be limited by a limitation on the amount or type of damages which might otherwise be recoverable by Owner or Component against the Firm.
- 6.6 The Firm's indemnity and defense obligations shall survive the termination of this Agreement and completion of the Services required hereunder.

ARTICLE 7 REPRESENTATIVES AND NOTICES

- 7.1 Notices required or permitted under this Agreement shall be given in writing, and delivered by postal mail, overnight delivery, or courier and addressed as follows:

7.1.1 If to Owner:

Texas State University System
Office of Finance
601 Colorado Street
Austin, Texas 78701
Phone (512) 463-1808
Email: finance@tsus.edu

7.1.2 If to Firm:

Name, Title
Company Name
Address
City, State Zip
Phone:
Email:

7.2 Any notices required or permitted under this Agreement shall be effective if sent to the representatives designated pursuant to this Article 7. The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, to be effective on the day and year first above written.

For Firm:
Company Name

For Owner:

By: _____
Signature

Brian McCall, Ph.D., Chancellor
The Texas State University System

Name: _____
Type or Write Name

Date

Title: _____

Date: _____

Reviewed And Recommended:

Daniel Harper
Vice Chancellor and Chief Financial Officer
The Texas State University System

Date

Approved As To Legal Form:

Nelly R. Herrera, J.D., Vice Chancellor,
General Counsel
The Texas State University System

Date

EXHIBIT A

Company Name
Hourly Rate Schedule

EXHIBIT B

**ASSIGNMENT NO. XX
TO
INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)
CONSULTING SERVICES AGREEMENT**

(~~<<Project Management>>~~ or ~~<<Program Management>>~~ Services)

**PROJECT NAME
COMPONENT or OWNER**

This Assignment No. **XX** to the IDIQ Consulting Services Agreement is made effective **Date**, by and between the State of Texas, acting through the Board of Regents of The Texas State University System, on behalf of the **Component or Owner Name**, and **Firm Name**, hereinafter called the Firm.

The Owner and Firm entered into a IDIQ Consulting Services Agreement dated **Date of Base Agreement**, (the "Agreement"), providing for the Firm's rendering of consulting services with respect to the **campus of Component/Owner Name, City, Texas**. In this Assignment No. **XX**, the Owner and Firm agree to the following scope of the work to be performed by the Firm under the Agreement:

Insert Description of Work to be Performed and Schedule of Deliverables

Fee Summary:

The total not-to-exceed Fee for this Assignment is based on the attached Exhibit "A".

Total ~~<Project>~~ ~~<Program>~~ Management Services (Not-to-Exceed)\$~~XXX.XX~~

Invoicing:

All invoices shall be directed to the ~~<Component Name>~~ ~~<Owner>~~ for payment.

Except as amended by this Assignment, the Agreement shall remain in full force and effect. All terms used in this Assignment No. **XX** that are not defined herein shall have the meanings ascribed to them in the Agreement.

(Continued on following page)

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment No. **XX** effective the day and year first above written.

For Firm:
Name of Firm

For Owner:

By: _____
Signature

Name: _____
Type or Write Name

Title: _____

Date: _____

Daniel Harper
Vice Chancellor and Chief Financial Officer
The Texas State University System

Date

EXHIBIT C

AMENDMENT NO. XX TO ASSIGNMENT NO. XX
TO
INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)
CONSULTING SERVICE AGREEMENT

(<<Project Management>> or <<Program Management>> Services)

PROJECT NAME
COMPONENT or OWNER

This Amendment No. **XX** to Assignment No. **XX** to the IDIQ Consulting Services Agreement is made effective **Date**, by and between the State of Texas, acting through the Board of Regents of The Texas State University System, on behalf of the **Component or Owner Name**, and **Firm Name**, hereinafter called the Firm.

The Component and Firm entered into a IDIQ Consulting Services Agreement dated **Date of Base Agreement**, (the “Agreement”), providing for the Firm’s rendering of consulting services with respect to the **campus of Component/Owner Name, City, Texas**. In this Amendment **XX** to Assignment No. **XX**, the Owner and Firm have agreed to the following amended scope of the work to be performed by the Firm under the Assignment and Agreement:

Insert Description of Work to be Performed and Schedule of Deliverables

Fee Summary:

Original Assignment Fee.....	\$xxxxxxxx.00
Amendment No. 1 (Brief Scope Description).....	\$xxxxxxxx.00
Amendment No. 2 (Brief Scope Description).....	\$xxxxxxxx.00
New Total Lump Sum Fee:	\$xxxxxxxx.00

Except as amended by this Amendment No. **XX** to Assignment No. **XX**, the Agreement shall remain in full force and effect. All terms used in this Amendment that are not defined herein shall have the meanings ascribed to them in the Agreement.

(Continued on following page)

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. **XX** to Assignment No. **XX** effective the day and year first above written.

For Firm:
Name of Firm

For Owner:

By: _____
Signature

Name: _____
Type or Write Name

Title: _____

Date: _____

Daniel Harper
Vice Chancellor and Chief Financial Officer
The Texas State University System

Date