

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

**FOR  
LAMAR STATE COLLEGE-PORT ARTHUR  
PORT ARTHUR, TEXAS  
AND  
THE TEXAS STATE UNIVERSITY SYSTEM**

***RFQ No.:***

**758-22-04015**

***Submission Date:***

**November 1, 2021 - 2:00 p.m. (C.S.T.)**

**Prepared By:**

Peter Maass, Director of Capital Projects Administration  
The Texas State University System  
601 Colorado Street  
Austin, Texas 78701  
512-463-1808  
[Peter.Maass@tsus.edu](mailto:Peter.Maass@tsus.edu)

**TABLE OF CONTENTS**

**Section 1 - General Information & Requirements**

- 1.1 General Information
- 1.2 Public Information
- 1.3 Type of Contract
- 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 State Registration of Architecture Firms
- 1.19 State Registration of Engineering Firms
- 1.20 Non-Discrimination
- 1.21 Non-Boycott Israel Verification
- 1.22 Cybersecurity Training Program
- 1.23 Firearm Entities and Trade Associations Discrimination
- 1.24 Energy Company Boycotts
- 1.25 Vaccine Passport Prohibition
- 1.26 Critical Infrastructure Affirmation

**Section 2 - Executive Summary**

- 2.1 Historical Background
- 2.2 Mission Statement
- 2.3 Services Description and Scope
- 2.4 Schedule

**Section 3 - Requirements for Statement of Qualifications**

- 3.1 Respondent’s Statement of Qualifications and Availability to Undertake IDIQ A/E Services
- 3.2 Respondent’s Ability to Provide IDIQ A/E Services
- 3.3 Qualifications of Assigned Respondent Personnel and Their Likely Roles
- 3.4 Respondent’s Performance on Past Representative Engagements IDIQ A/E Services
- 3.5 Respondent’s Knowledge of Best Practices
- 3.6 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

**REQUEST FOR QUALIFICATIONS FOR  
INDEFINITE DELIVERY-INDEFINITE QUANTITY  
ARCHITECTURAL / ENGINEERING SERVICES  
LAMAR STATE COLLEGE-PORT ARTHUR  
RFQ No.: 758-22-04015**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“TSUS”, or “Owner”) on behalf of **Lamar State College-Port Arthur** is soliciting Statements of Qualifications (“Qualifications”) for the selection of a firm to provide **Indefinite Quantity-Indefinite Delivery (“IDIQ”) Architectural/ Engineering (“A/E”)** services for planning, design, renovation and new construction of projects for Lamar State College-Port Arthur, Port Arthur, Texas (“Component”) on an hourly fee or lump sum basis as needed by the Component. Expected required services include, but are not limited to, pre-project planning, cost estimating, programming, design, construction document preparation, bidding assistance, and construction phase administration, or any other service that is beneficial in the delivery of facilities. The A/E will render these services to the Component as needed, with no minimum or maximum amount of services specified. In particular, the A/E must be prepared to assign at least one person with significant project planning and management experience to be available as the point of contact for all efforts at the Component institution. An Agreement with the selected firm(s) will be issued as an indefinite quantity Agreement with a **2-year initial term and an option for the Owner to extend the contract for two (2) additional one (1) year terms. The total value of the Contract term shall not exceed One Million Dollars (\$1,000,000) for the total life of the contract.** This solicitation sets forth the terms, conditions, and requirements for prospective A/Es to be considered for this work. (Prospective A/Es are hereinafter referred to as “Respondents”).
- 1.1.1 Collecting Qualifications in response to this Request for Qualifications (“RFQ”) is the first step in selecting the A/E(s). 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 four (4) of the top ranked qualified Respondents to participate in an interview with the Owner to confirm and clarify the Qualifications submitted and to answer additional questions. The Owner will then rank the interviewed Respondents in order to determine the most qualified Respondent(s).
- 1.1.3 After selecting the most qualified Respondent(s) the Owner will negotiate the services to be provided by the A/E and a suitable fee schedule for those services.
- 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 CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner's Standard Indefinite Quantity Professional Services Agreement, a copy of which will be provided to all firms selected for interviews or, in the case where no interviews are conducted, to the selected most qualified Respondent(s).

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 proposals are due become part of the RFQ. Respondents shall acknowledge receipt of and incorporate 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 check the status of formal addenda five (5) calendar days before the submittal deadline. The deadline for the receipt of written questions and submittal deadline is stated in Section 2.4.

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> REFERENCE "BOARD OF REGENTS/TEXAS STATE UNIVERSITY SYSTEM – 758" AND THE RFQ NUMBER PROVIDED IN THIS SOLICITATION.

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.** Please note that overnight deliveries, such as FedEx and UPS, arrive at a central campus location but are not usually delivered to the specified location until after the time deadline. Respondents are advised to use other methods of delivery or, if using an overnight delivery service, to send the Qualifications a day earlier than usual. The Owner will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received by the College.

1.5.2 DEADLINE AND LOCATION: The Owner will receive Qualifications and HUB Subcontracting Plan at the time and location described below.

**November 1, 2021 - 2:00 p.m., Central Standard Time (C.S.T.)**

Maria D. Garcia, Director of Purchasing and Contracts  
Lamar State College-Port Arthur  
Business Office  
1501 Procter Street  
Port Arthur, Texas 77640

1.5.3 Submit **four (4) identical copies** of the Qualifications. An original signature must be included on the "Execution of Offer" document, Section 3.6.17, submitted with each copy of the Qualifications. Submit **one (1) flash drive** with identical copies of the Qualifications in Adobe Acrobat PDF format.

- 1.5.4 Submit **one (1) original, three (3) copies, and one (1) flash drive** of the HUB Subcontracting Plan (“HSP”) as separate attachments to the Qualifications as described in Section 1.13.
- 1.5.5 Qualifications 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 that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.7 Properly submitted Qualifications will not be returned to Respondents.
- 1.5.8 Respondent’s Qualifications and HSP materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person. Packages must clearly identify the submittal deadline, the RFQ title and number, and include the name, return address, and email address of the Respondent’s contact person on all envelopes. The HSP shall be included with the Qualifications packet but sealed separately.
- 1.5.9 Properly submitted Qualifications will be opened publicly and the names of the Respondents will be read aloud immediately after the submissions of Qualifications deadline stated in Section 1.5.2.
- 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, in writing to the Point-of-Contact person **by via email only**.
- Maria D. Garcia, Director of Purchasing and Contracts  
Lamar State College-Port Arthur  
Email: [garciamd@lamarpa.edu](mailto:garciamd@lamarpa.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 Component as approved by the President or their designee. The top four (4) 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 shall 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 Respondent(s).
- 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 the solicitation. 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.
- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts

that determination of the “most qualified” Respondent(s) will require subjective judgments by the Owner. Determinations by the Selection Committee will be subject to routine administrative review by the Owner’s executive officers but, once a selection is announced, it will not be subject to further review.

- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this RFQ process shall be at the sole risk and responsibility of the Respondent.
- 1.11 PRE-SUBMITTAL CONFERENCE: There will be no pre-submittal conference conducted for this selection process.
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (This does not preclude a Respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.
- 1.13 HISTORICALLY UNDERUTILIZED BUSINESSES’ SUBMITTAL REQUIREMENTS: It is the policy of the Owner and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUBs”) in all contracts. Accordingly, specific plans and representations by Respondents that appear to facilitate the State’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.** HUB Subcontracting Plan (“HSP”) is required as a part of the Respondent’s Qualifications.
  - 1.13.1 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, Texas 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 contractor 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 STATE REGISTRATION OF ARCHITECTURE FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity (including architects, landscape architects and interior designers) providing architectural, landscape architecture or interior design services to the public, must register with the Texas Board of Architectural Examiners. An entity is defined as a sole proprietorship, firm, partnership, corporation, or joint stock association. The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, *Texas Occupations Code*.
- 1.19 STATE REGISTRATION OF ENGINEERING FIRMS: Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation, or joint stock association.
- 1.20 NON-DISCRIMINATION: In their execution of this agreement, Respondent, consultants, 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.
- 1.21 NON-BOYCOTT ISRAEL VERIFICATION: Pursuant to Section 2270.002 of the *Texas Government Code*, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
- 1.22 CYBERSECURITY TRAINING PROGRAM: Pursuant to Section 2054.5192, *Texas Government Code*, Respondent and its subcontractors, officers, and employees, who are provided credential 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 Owner 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.
- 1.23 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION: Pursuant to Chapter 2274, *Texas Government Code*, Respondent verifies that (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

- 1.24 ENERGY COMPANY BOYCOTTS: Pursuant to Chapter 2274, *Texas Government Code*, Respondent certifies that it (i) does not boycott energy companies as defined in Section 809.001 (1)(a) *Texas Government Code* (i.e., fossil fuel companies); and (ii) will not boycott energy companies during the term of the Agreement.
- 1.25 VACCINE PASSPORT PROHIBITION: 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.
- 1.26 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: John W. Gates of New York City, one of the founders of Texaco, established Port Arthur Business College in 1909, to train people for the petrochemical industry, then in its infancy. The college became Port Arthur Collegiate Institute in 1911, when the school was presented to the Board of Education of the Methodist Episcopal Church North, a forerunner of the present United Methodist Temple. The church operated the growing campus until 1918, when it was turned over to a non-profit Texas corporation. This corporation had no capital stock and was overseen by a self-perpetuating board of trustees. The name of the school was changed back to Port Arthur Business College and finally, in 1932, to Port Arthur College.

On July 31, 1974, another milestone in the school's history was reached. W. Sam Monroe, then President of Port Arthur College and a Lamar University regent, presented his fellow members of the Lamar board a resolution seeking merger of Port Arthur College into Lamar University. The 21 trustees of the school agreed that the merger would be in the best interests of both institutions and their constituencies.

The 64th Legislature of the State of Texas authorized the merger and appropriated \$600,000 for creation of the Lamar University Center at Port Arthur. On Aug. 21, 1975, the trustees presented the deed for Port Arthur College to the Lamar University Board of Regents. Classes began on the Port Arthur campus on Aug. 28, 1975. Since the merger in 1975, enrollment increased from 151 students to a peak of more than 3,000 and the curriculum has been expanded to more than 50 areas of study. House Bill 1297 was signed into law in June 1999, changing the name of the institution to Lamar State College-Port Arthur.

Lamar State College-Port Arthur is a member of The Texas State University System and an equal opportunity/affirmative action educational institution.

- 2.2 MISSION STATEMENT: Lamar State College-Port Arthur provides learning experiences that prepares students to continue their education or enter the workforce.
- 2.3 SERVICES DESCRIPTION AND SCOPE: The scope of services is to provide, upon notification of a need, providing a proposal, and after contracting through a properly executed assignment document, architectural/engineering services including, but not limited to, the following:



- 2.3.1 Preparation of studies, reports, schematic plans, preliminary construction cost estimates, measurements, photographic documentation, and project analysis for facilities on the Lamar State College-Port Arthur Campus, Port Arthur, Texas.
- 2.3.2 Recommend options for additions, remodeling, replacement, or new construction including project cost analysis.
- 2.3.3 Design services to include preliminary design, construction drawings and specifications for new construction and renovation projects, including preparation of cost estimates and bidding documents as well as assist in the procurement of construction services.
- 2.3.4 General contract administration including on-site observation during construction.
- 2.3.5 General consulting services for assisting the Owner with project management and program management services.
- 2.3.6 Architectural, structural, mechanical, electrical, plumbing, civil and other subconsultants as may be necessary to the A/E in fulfillment of its assignment.
- 2.3.7 **SUBCONSULTANTS:** Subconsultants providing services under any subsequent agreement shall meet the same requirements and level of experience as required of the Respondent. No subconsultant under the agreement shall relieve the primary Respondent of responsibility for the service. If the Respondent uses a subconsultant for any or all of the work required, the following conditions shall apply under the listed circumstances:
  - 2.3.7.1 Respondents planning to subcontract all or a portion of the work shall identify the proposed subconsultant.
  - 2.3.7.2 The Owner retains the right to verify subconsultant’s background and make determination to approve or reject the use of submitted subconsultants.
  - 2.3.7.3 The Respondent shall be the only contact for the Owner and subconsultant. Respondent shall list a designated point of contact for all Owner and subconsultant inquiries.

2.4 **SCHEDULE:** Key schedule milestones (subject to change) are:

2.4.1	Owner publishes RFQ for A/E IDIQ Professional Services .....	10/08/2021
2.4.2	RFQ submittal of questions deadline (12:00 p.m.) .....	10/20/2021
2.4.3	Deadline for submittal of Qualifications and HSP (2:00 p.m.).....	11/01/2021
2.4.4	Owner announces “short-list” of Respondents selected for interviews (if required).....	11/08/2021
2.4.5	Owner interviews Respondents (if required) .....	11/12/2021
2.4.6	Owner selects most qualified Respondent(s).....	11/15/2021
2.4.7	Owner negotiates fee and executes Agreement .....	11/16/2021

The schedule of events presented above represents a basic timeline for the solicitation. Time is of the essence for the Owner to bring the successful Respondent under contract to begin A/E IDIQ services. Respondent shall expedite contract negotiations to meet and/or improve on this schedule.

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

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

3.1 CRITERION ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE IDIQ A/E SERVICES: (Criterion Weight: 10%) - (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the solicitation including a narrative describing the Respondent’s unique qualifications as they pertain to the services described in this RFQ.
- 3.1.2 Provide a statement on the availability and commitment of the Respondent and its principal(s) and assigned professionals, including all consultants, to undertake the services described in this RFQ.
- 3.1.3 Provide a brief history of the Respondent’s firm and each proposed consultant.

3.2 CRITERION TWO: RESPONDENT’S ABILITY TO PROVIDE IDIQ A/E SERVICES: (Criterion Weight: 10%)

- 3.2.1 Provide the following information for the Respondent:
  - 3.2.1.1 Legal name of the firm as registered with the Secretary of 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 Identify if the Respondent’s firm or any of its consultant team is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, please explain the impact both in organizational and directional terms.
- 3.2.3 Provide any details of all past or pending litigation or claims filed against the Respondent’s firm or any of its consultant team that would affect Respondent's performance under an Agreement 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 Respondent or any of its consultants and any Owner employee, officer, or Regent. If so, please 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 consultants proposed to provide professional services.

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

- 3.3.1 Identify the key professionals that will be involved in providing IDIQ A/E services and their likely roles. Specifically name the person who will support the oversight efforts with Lamar State College-Port Arthur.
- 3.3.2 Provide resumes stating the experience and expertise of the professionals that will be involved in providing IDIQ A/E 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 IDIQ A/E services.

3.4 CRITERION FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE ENGAGEMENTS FOR IDIQ A/E SERVICES: (Criterion Weight: 35%)

- 3.4.1 List no less than three (3) but no more than five (5) projects for which Respondent has provided IDIQ A/E services that are **most closely related to the services described in this RFQ** and completed within the last ten (10) years. Any engagements with the Owner, Lamar State College-Port Arthur, or other Texas public institutions of higher education and other Texas state-funded institutions including public school districts should be included. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
  - 3.4.1.1 Project name, location, description, type of services provided, and contract delivery method.
  - 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, 100% Construction Documents, GMP or Bid amount, and final construction cost. Explain the reasons for any deviation.
  - 3.4.1.4 Final construction cost, including any change orders by type (i.e., scope change, unforeseen, errors and omissions).
  - 3.4.1.5 Final project size in gross square feet.
  - 3.4.1.6 Type of construction (new, renovation, or expansion).
  - 3.4.1.7 Planned versus actual durations for Schematic Design, Design Development and ninety five percent (95%) Construction Documents phases. Provide an explanatory justification for any slippage of dates exceeding fifteen (15) calendar days between planned and actual for each milestone.
  - 3.4.1.8 Originally planned and actual: Notice to Proceed and Substantial Completion dates for construction. Any events or occurrences that affected the schedule should be explained.
- 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(s) during the design and construction phases of the project, including telephone number, and email address.
  - 3.4.2.2 Respondent's representative who served as the day-to-day liaison(s) during the design and construction phase of the project, including telephone number, and email address.

3.4.2.3 Length of business relationship with the owner.

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.

3.4.3 List a maximum of three (3) engagements for which Respondent has provided traditional A/E professional services that are most closely related to the services described in this RFQ. Any engagements with Owner, Lamar State College-Port Arthur, other Texas public institutions of higher education and other State of Texas entities should be included. List the engagements in order of priority, with the most relevant engagement listed first. Provide the following information for each engagement listed:

3.4.3.1 Name of client.

3.4.3.2 Description of the type and scope of services provided.

3.4.3.3 Time period during which such services were rendered.

3.4.3.4 The client's name and representative who served as the liaison during the delivery of services for the project, including telephone number, and email address.

3.4.3.5 Length of business relationship with the client.

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: 15%)

3.5.1 Describe Respondent's quality assurance program. Explain the methods used to ensure quality control during the programming, design, and documentation phases of a project. Provide specific examples of how these techniques or procedures were used from any three (3) projects listed in response to Section 3.4.1 or 3.4.3 of this RFQ.

3.5.2 Describe Respondent's philosophy, methodology, controls, and its processes for successful management of cost and schedule.

3.5.3 Describe Respondent's team demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.

3.5.4 Provide any other details regarding special services, processes, advantages, or other benefits offered to the Owner by the Respondent.

3.6 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.

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 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. Respondent further certifies that it has not communicated directly or indirectly the Qualifications submitted to any competitor or any other person engaged in a similar line of business.
- 3.6.6 By signature hereon, Respondent represents and warrants that:
  - 3.6.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
  - 3.6.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
  - 3.6.6.3 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;
  - 3.6.6.4 Respondent understands the requirements and specifications set forth in this RFQ and the terms and conditions set forth in the Contract under which Respondent will be required to operate;
  - 3.6.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;

- 3.6.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true, and accurate. Respondent acknowledges that the Owner will rely on such statements, information, and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.6.7 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.
- 3.6.8 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 Government Code* Section 2252.001(4).
- 3.6.9 By signature hereon, Respondent certifies as follows:
- 3.6.9.1 "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."
- 3.6.9.2 "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."
- 3.6.9.3 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."
- 3.6.10 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 or any component, or Respondent has not been an employee of Owner or 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.
- 3.6.11 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*).
- 3.6.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

- 3.6.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.6.14 By signature hereon Respondent agrees, in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Qualifications, to indemnify and hold harmless Owner, Component and their Regents, officers, directors, attorneys, employees, representatives and agents (collectively "Indemnitees") from and against all damage to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Respondent or the Respondent's agents, the consultants under contract, or another entity over which the Respondent exercises control. 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 Respondent or its agents, employees, subcontractors, or consultants of any tier. However, in the event Respondent and Owner or other Indemnitees are found jointly liable by a court of competent jurisdiction, liability will be apportioned comparatively in accordance with the laws of the State of Texas without waiving any governmental immunity available to the State under Texas law and without waiving any defense of the parties under Texas law. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right, which any Indemnitee has, by law or equity.
- 3.6.15 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 this Agreement. Respondent shall verify in writing completion of the program to the Owner 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.
- 3.6.16 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.
- 3.6.17 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.
- 3.6.18 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 of firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

- 3.6.19 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.
- 3.6.20 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.
- 3.6.21 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 next page]



3.6.22 **Execution of Offer: RFQ No. 758-22-04015 – IDIQ Architectural/Engineering Services for Lamar State College-Port Arthur.**

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*

\_\_\_\_\_

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

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

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

- 4.3 TABLE OF CONTENTS: Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.
- 4.4 PAGINATION: Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of any HUB Subcontracting Plan

**END OF REQUEST FOR QUALIFICATIONS**

# **Addendum No. 1**

**Issued October 21, 2021**

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

**FOR  
LAMAR STATE COLLEGE-PORT ARTHUR  
PORT ARTHUR, TEXAS  
AND  
THE TEXAS STATE UNIVERSITY SYSTEM**

**RFQ No.:  
758-22-04015**

**Notice To All Respondents:**

The following is Addendum No. 1 to the Request for Qualifications (RFQ)  
ESBD Posting No. 758-22-04015 was posted on October 8, 2021

**Prepared By:**  
Peter Maass, Director of Capital Projects Administration  
The Texas State University System  
601 Colorado Street  
Austin, TX 78701 - 512-463-1808  
Peter.Maass@tsus.edu

**I. GENERAL:**

**A.** Below are the Questions that were presented along with Answers to each in relation to this RFQ as of October 20, 2021.

**1.** **Question:** For the response, does 3.6 Execution of Offer need to be included in the Table of Contents, and does it contribute to the overall 50 page limit of the submittal?

**Answer:** Per Section 4.3 of the RFQ, *“Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.”* Therefore, the Execution of Offer needs to be included in the Table of Contents. Per Section 4.1.2 of the RFQ, *“The cover, table of contents, divider sheets, HUB Subcontracting Plan, and Execution of Offer do not count as printed pages.”*

**2.** **Question:** The IDIQ states Architectural/Engineering Services. We are a full services Architectural Firm. Are you wanting us to show an engineering firm we would sub consult the Engineering services too - or do you prefer Architects and Engineers submit for this RFQ separately?

**Answer:** This solicitation is for both architectural/engineering services. A Respondent that can provide full professional design services, including architecture and engineering, does not need to sub-consult for services it is able to provide in-house, unless it so chooses. Respondents who do not provide in-house full services shall present a team, including engineering sub-consultants, able to provide a full scope of Architectural/Engineering services.

**3.** **Question:** As an IDIQ RFQ, are we able to submit our Engineering services only, as self-perform, with no teaming such as adding in an architect? Or do you want the teams that submit to be Architect and Engineering and not just Architect OR Engineering firms?

**Answer:** This solicitation is for combined architectural/engineering services. Responses providing only architectural or only engineering services will be considered unresponsive and will be rejected.

- **END OF ADDENDUM NO. 1** -