

**REQUEST FOR QUALIFICATIONS  
FOR  
INDEFINITE DELIVERY-INDEFINITE QUANTITY**

**GEOTECHNICAL AND  
CONSTRUCTION MATERIAL  
TESTING SERVICES**

**FOR**  
**LAMAR INSTITUTE OF TECHNOLOGY**  
Beaumont, Texas  
**LAMAR STATE COLLEGE-ORANGE**  
Orange, Texas  
**LAMAR STATE COLLEGE-PORT ARTHUR**  
Port Arthur, Texas

**AND**  
**THE TEXAS STATE UNIVERSITY SYSTEM**

***RFQ No.:***

**758-22-00075**

***Submission Date:***

**June 10, 2022 - 2:00 p.m. (C.D.T.)**

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INDEFINITE DELIVERY-INDEFINITE QUANTITY FOR  
GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING SERVICES FOR  
LAMAR INSTITUTE OF TECHNOLOGY  
LAMAR STATE COLLEGE-ORANGE  
LAMAR STATE COLLEGE-PORT ARTHUR  
RFQ No.: 758-22-00075**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

1.1 **GENERAL INFORMATION:** The Texas State University System (“TSUS” or “Owner”) on behalf of **Lamar Institute of Technology, Beaumont, Texas; Lamar State College-Orange, Orange, Texas; Lamar State College-Port Arthur, Port Arthur, Texas**, is soliciting Statements of Qualifications (“Qualifications”) for the selection of a firm(s) to provide **Indefinite Delivery-Indefinite Quantity (“IDIQ”) Geotechnical and Construction Material Testing Services** to assist the planning, design, renovation and construction of facilities for Lamar Institute of Technology, Beaumont, Texas; Lamar State College-Orange, Orange, Texas; Lamar State College-Port Arthur, Port Arthur, Texas, (“Component”), on an hourly fee or lump sum basis as needed by the Component. Respondents shall provide construction material testing, engineering and geological services for the projects designated by the Component through written assignments and shall perform its services by providing all necessary supervision, labor, materials, equipment, and supplies. The services performed will be at the direction of and on an “as needed” basis for the Component. Anticipated services include, but are not to be limited to, feasibility studies for new construction and renovation projects (including the necessary field exploration, surface drilling and sampling, and laboratory analysis); laboratory testing of concrete, welding, soil, and rock materials; site preparation and foundation design recommendations; pavement design; report preparation; project plans and specification reviews; and written peer review reports. Other related, but not specifically named services, may be requested which are beneficial to the Component in the delivery of or maintenance of facilities. The firm will render these services to the Component as needed, with no minimum or maximum amount of services specified. In particular, the firm must be prepared to assign at least one person with significant related experience to be available as the point of contact for all oversight efforts at the Component institution. An agreement with the selected firm(s) will be issued as an indefinite quantity agreement (the “Agreement”) with a **2-year initial term, and an option for the Owner to extend the Agreement for two (2) additional 1-year terms. The total value of the agreement will not exceed Five Hundred Thousand Dollars (\$500,000) for the total term of the Agreement, including all extensions.** This solicitation sets forth the terms, conditions, and requirements for prospective Geotechnical and Construction Material Testing firms to be considered for this work. (Prospective firms are hereinafter referred to as “Respondents”).

1.1.1 Collecting Statements of Qualifications in response to this Request for Qualifications (“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 Respondents.

- 1.1.3 After selecting the most qualified Respondent(s) the Owner will negotiate a suitable fee schedule for the services to be provided by the Respondent.
- 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 agreement 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 Delivery-Indefinite Quantity Professional Services Agreement, a copy of which will be provided to all Respondents 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.** The Owner will not consider any response to this solicitation that is not received at the address specified by the deadline.

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

**June 10, 2022 – 2:00 p.m. (C.D.T.)**

Donna Bryce, Senior Contract Administrator  
The Texas State University System  
601 Colorado Street  
Austin, Texas 78701

- 1.5.3 Submit **five (5) identical copies** of the Qualification. An original signature must be included on the “Execution of Offer” document, Section 3.6.18, submitted with each copy of the Qualifications. Submit **one (1) flash drive** with identical signed copies of the Qualifications in Adobe Acrobat PDF format.
- 1.5.4 Submit **one (1) original, one (1) copy, 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 and technical specifications, to the Point-of-Contact person **via email only**.

Donna Bryce, Senior Contract Administrator  
The Texas State University System  
Email: donna.bryce@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 TSUS. 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 best 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 TSUS 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.** A 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, 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 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.
- 1.19 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.
- 1.20 NON-BOYCOTT ISRAEL VERIFICATION: To the extent required in Chapter 271, Texas Government Code, by executing this Agreement, A/E 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.
- 1.21 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 this Agreement. Respondent firm 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.

- 1.22 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.
- 1.23 NON-DISCRIMINATION OF FIREARM INDUSTRY VERIFICATION: Pursuant to Chapter 2274, *Texas Government Code* (as enacted in SB 19 in the 87<sup>th</sup> 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.
- 1.24 ANTI-BOYCOTT ENERGY COMPANIES VERIFICATION: Pursuant to Chapter 2274.002, *Texas Government Code* (as enacted in SB 13 in the 87<sup>th</sup> 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 this Agreement.
- 1.25 VACCINE PASSPORT PROHIBITION: Pursuant to Section 161.0085, *Texas Health and Safety Code* (as enacted in SB 968 in the 87<sup>th</sup> 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 this Agreement for cause.
- 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:**

#### **2.1.1 LAMAR INSTITUTE OF TECHNOLOGY – BEAUMONT, TEXAS:**

Lamar Institute of Technology (“LIT”) traces its roots back to March 8, 1923, when the South Park School District in Beaumont authorized its superintendent to proceed with plans to open a “junior college of the first class.” On September 17, 1923, South Park Junior College opened with 125 students and a faculty of 14. In 1932, separate facilities were provided, and the name of the institution was changed to Lamar College, to honor Mirabeau B. Lamar, second president of the Republic of Texas and the “Father of Education” in Texas.



On September 1, 1995, the Institute of Technology was established as an educational center of Lamar University and a member of The Texas State University System. The Texas Legislature changed the name of the institution to Lamar Institute of Technology in 1999.

2.1.2 LAMAR STATE COLLEGE-ORANGE – ORANGE, TEXAS:

In fall 1969, Lamar University opened its first extension center in Orange, Texas, with classes held in the old Tilley Elementary School. In 1971, the Texas Legislature passed legislation enabling Lamar University to operate a two-year educational center, thus removing the extension status and allowing students to take two full years of coursework on the Orange campus. In 1971, the building was destroyed by fire, and a spirited community-wide fundraising effort netted more than \$250,000 for the purchase of the former Sabine Supply Company building, located at 410 Front Street in Orange. Classes began at this location in fall 1971. Since that time, facilities, enrollment, and course offerings have grown steadily. Academic programs are offered in four divisions: Arts and Sciences, Business and Technology, Allied Health, and Education.

The Texas Legislature authorized the creation of the Lamar University System in 1983. In 1991 the Texas Legislature provided degree-granting authority to Lamar University-Orange. Lamar University-Orange, along with sister institutions in Port Arthur and Beaumont, was merged with the Texas State University System, effective September 1, 1995. During the 1999 legislative session Lamar University-Orange was officially renamed Lamar State College-Orange.

2.1.3 LAMAR STATE COLLEGE-PORT ARTHUR – PORT ARTHUR, TEXAS:

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.

2.2 MISSION STATEMENT:

2.2.1 LAMAR INSTITUTE OF TECHNOLOGY – BEAUMONT, TEXAS:

Lamar Institute of Technology provides innovative teaching and learning for tomorrow's workforce. Our new mission statement is in alignment with our three college goals:

- Increase Student Access, Success, and Reduce Debt.
- Be more Responsive to the Local Community and Business/Industry.
- Promote Faculty and Staff Excellence with Innovation & Training.

2.2.2 LAMAR STATE COLLEGE-ORANGE – ORANGE, TEXAS:

Lamar State College-Orange will be the college of choice serving Southeast Texas and Southwest Louisiana as an exemplary place of learning. We strive to transform lives through the continual pursuit of academic, professional, and personal excellence. Lamar State College-Orange is committed to building the bridge connecting students with hope of a productive future to opportunities of growth and success by providing a quality, innovated, and accessible education.

2.2.3 LAMAR STATE COLLEGE-PORT ARTHUR – PORT ARTHUR, TEXAS:

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: Upon notification of a need, and after providing a proposal and receiving and executed assignment document from the Owner, the Respondent shall provide Geotechnical and Construction Material Testing Services including but not limited to the following:

2.3.1 Feasibility studies for new construction and renovation projects (including the necessary field explorations, surface drilling and sampling, and laboratory analysis); laboratory testing of concrete, welding, soil, and rock materials; site preparation and foundation design recommendations; pavement design; report preparation; and Project plans and specifications reviews with written peer review reports.

2.3.2 Construction Materials Testing and inspection services including, but not limited to, concrete and concrete aggregate testing, masonry and stone materials testing, asphalt testing and inspection, soil compaction testing, structural testing inspection of any type of construction material during construction.

2.3.3 Evaluation of data including, but not limited to, site development, grading, foundations and slabs, retaining walls, pavement designs, and surface drainage.

2.3.4 Geotechnical reporting including, but is not limited to, reports summarizing findings from investigations performed by the Respondent or their consultants, including recommendations regarding excavation, cut and fill, foundation, pavement, and slab design based on information from the Owner or design professional, preliminary design documents, working drawings, specifications, and construction estimates

2.3.5 Additional Geotechnical Services or Construction Material Testing Services as may be required.

2.3.6 CONSULTANTS/SUBCONTRACTORS: Consultants and/or subcontractors providing

service under the Respondent shall meet the same requirements and level of experience as required of the Respondent. No consultant and/or subcontract under the agreement shall relieve the Respondent of responsibility for the service provided. If the Respondent uses a consultant and/or subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

2.3.6.1 Respondents planning to subcontract all or a portion of the work shall identify the proposed consultants and/or subcontractor.

2.3.6.2 The Owner retains the right to verify the consultant and/or subcontractor’s background and make determination to approve or reject the use of submitted consultant.

2.3.6.3 The Respondent shall be the only contact for the Owner. Respondent shall provide a designated point of contact for all Owner and consultant and/or subcontractor inquiries.

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

2.4.1	Owner publishes RFQ for IDIQ services .....	05/17/2022
2.4.2	RFQ submittal of questions deadline (12:00 p.m.) .....	06/01/2022
2.4.3	Deadline for submittal of Qualifications and HSP (2:00 p.m.) .....	06/10/2022
2.4.4	Owner selects “short list” of Respondents for interviews (if required) .....	06/17/2022
2.4.5	Owner interviews Respondents (if required) .....	06/22/2022
2.4.6	Owner selects most qualified Respondent(s) .....	06/23/2022
2.4.7	Owner negotiates fee schedule and executes Agreement .....	07/11/2022

**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 IDIQ GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING SERVICES** - (Maximum of two (2) printed pages per question)  
(Criterion Weight: 10%)

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 any consultants and/or subcontractors, to undertake the services described in this RFQ.

3.1.3 Provide a brief history of the firm and each consultant and/or subcontractor proposed in response to this solicitation.

3.2 CRITERION TWO: RESPONDENT'S ABILITY TO PROVIDE IDIQ GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING SERVICES (Criterion Weight: 15%)

3.2.1 PROVIDE THE FOLLOWING INFORMATION FOR THE RESPONDENT:

- 3.2.1.1 Legal name of the firm 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 Identify if the Respondent's firm or any of its consultant and/or subcontractor 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 that would affect the 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 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm 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 services and their likely roles. Specifically name the person who will support the oversight efforts with Lamar Institute of Technology; Lamar State College-Orange; Lamar State College-Port Arthur.

3.3.2 Provide resumes stating the experience and expertise of the professionals that will be involved in providing Geotechnical and Construction Material Testing services, including their experience with similar tasks, the number of years with their respective firms, and their city of residence.

3.3.3 Indicate whether the Respondent intends to use consultants and/or subcontractors in rendering professional services to the Owner. If so, indicate the roles of such consultants and/or subcontractors and describe the Respondent's process in working with consultants and/or subcontractors, and integrating them into the process of providing IDIQ Geotechnical and Construction Material Testing services.

3.4 CRITERION FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE ENGAGEMENTS FOR IDIQ GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING SERVICES (Criterion Weight: 30%)

3.4.1 List no less than five (5) but no more than ten (10) projects for which Respondent has provided IDIQ Geotechnical and Construction Material Testing services that are **most closely related to the services described in this RFQ** and completed in the last five (5) years. Any engagements with Owner, Component, other Texas public institutions of higher education and other Texas state-funded projects including public school districts should be included. List the engagements in order of priority, with the most relevant engagement listed first. Provide the following information for each project listed:

3.4.1.1 Engagement or project name, location, and description.

3.4.1.2 The type of services provided.

3.4.1.3 Photographic color images as applicable.

3.4.1.4 Type of construction (new, renovation, or expansion).

3.4.2 References (for each engagement or 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 engagement or 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 engagement or 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 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: 15%)

3.5.1 Describe the Respondent's philosophy, methodology, and its processes providing these types of services.

3.5.2 Provide specific examples of how these techniques or procedures were used in up to three (3) of the engagements or projects listed in response to Criterion 3.4.

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, Respondent affirms that it is a "taxable entity" under Section 171.0002 of the *Texas Tax Code* and certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Texas Tax Code*.
- 3.6.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor anyone acting on behalf of Respondent 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 firm 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; and
- 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 firm and to bind the firm 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 its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.6.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 3.6.15 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.

[The Execution of Offer Continues on the Next Page]

**3.6.22 Execution of Offer: RFQ No. 758-22-00075 – IDIQ for Geotechnical and Construction Material Testing Services for Lamar Institute of Technology; Lamar State College-Orange; 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:

\_\_\_\_\_  
*(Type Name)*

\_\_\_\_\_  
*(Type Name)*

\_\_\_\_\_  
*(Type Name)*

\_\_\_\_\_  
*(Type Name)*

Submitted and Certified By:

\_\_\_\_\_  
*(Type Respondent’s Name)*

\_\_\_\_\_  
*(Type Title)*

\_\_\_\_\_  
*(Type Street Address)*

\_\_\_\_\_  
*(Type Telephone Number)*

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

\_\_\_\_\_  
*(Type Fax Number)*

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

\_\_\_\_\_  
*(Type 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 June 3, 2022**

**REQUEST FOR QUALIFICATIONS  
FOR  
INDEFINITE DELIVERY-INDEFINITE QUANTITY**

**GEOTECHNICAL LAND**

**CONSTRUCTION MATERIAL TESTING**

**SERVICES**

**FOR**

**LAMAR INSTITUTE OF TECHNOLOGY**  
Beaumont, Texas

**LAMAR STATE COLLEGE-ORANGE**  
Orange, Texas

**LAMAR STATE COLLEGE-PORT ARTHUR**  
Port Arthur, Texas

**AND**

**THE TEXAS STATE UNIVERSITY SYSTEM**

**RFQ No.:**

**758-22-00075**

**Notice To All Respondents:**

The following is Addendum No. 1 to the Request for Qualifications (RFQ)  
ESBD Posting No. 758-22-00075 was posted on May 17, 2022

**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 CLARIFICATION/ADDITION:**

- A.** The following is additional information under Section 2.3, pertaining to the scope of services that may be requested from the successful Respondent:
- 1)** Environmental Services: Phase I and II Environmental Site Assessments; soil and groundwater contaminant investigation, wetlands determination and survey; environmental impact assessments; environmental compliance audits; health risk assessments; mitigation recommendations; remediation design, implementation and reporting; underground storage tank compliance inspection and/or monitoring; asbestos, mold and lead surveys and reporting; abatement design, oversight and monitoring; general regulatory compliance assistance

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