



PURCHASE OF ENGINEERING SERVICES
REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 26-0603

Release Date: June 24, 2026

Responses must be submitted to:

Laredo College
Purchasing Office
See addresses in
"Key Dates"

Questions Deadline: July 13, 2026, 10:00 a.m.

Response Deadline: July 21, 2026, 10:00 a.m.

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- A – Guidelines on Small Business Enterprise
- B – Form of Agreement between Owner and Engineering Services
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KEY DATES AND INFORMATION

- RFQ NAME:** Request for Qualifications (RFQ) for Purchase of Engineering Services
- QUESTIONS DEADLINE:** Deadline to submit questions will be on July 13, 2026 at 10:00 a.m. via email: miguel.rangel@laredo.edu
- SUBMITTAL DEADLINE:** July 21, 2026, prior to 10:00 am
- DELIVERY LOCATION:** Offeror must be hand delivered or mailed in at:
Re: RFQ 26-0603 Engineering Services
Laredo College,
Atten: Miguel A. Rangel
Purchasing Office Building P-49
01 West End Washington Street
Laredo, Texas 78040
- CONTRACT TERM:** Any contract awarded by the Board of Trustees as a result of the RFQ will begin upon award for an initial three (3) year term (or Project, whichever is longer) with three (1) one-year options to renew by the Laredo College.
- NOTICE:** All questions related to this RFQ are to be directed to Miguel A. Rangel, Director of Purchasing Office, via email to: miguel.rangel@laredo.edu list the title in the subject line.

Minimum Qualifications

The respondents to this RFQS must have the following minimum qualifications. Failure to meet minimum qualifications may be grounds for rejection. Laredo College reserves the right to reject qualification statements that fail to include this information with the Offerors qualification statement submission.

- a. Offeror(s) must affirm in writing and include with supporting documentation with qualification statements: Offeror can meet the required insurance requirements in the RFQ and proposed Contract Documents.

Yes, ____ No ____

- b. Offeror(s) must affirm in writing and include with supporting documentation with Qualifications submission: The Offeror understands and agrees to all terms, conditions, requirements, and specifications stated within this Request for Qualifications and Contract Documents?

Yes, ____ No ____

If NO, please state any exceptions below. Laredo College reserves the right to reject RFQs which it finds objectionable due to quantity and/or nature of proposed modifications or exceptions. The Offeror must note all requested specific itemized modifications below. If additional space is needed, please attach a separate document titled "Exceptions."

- c. Financial Statement – The Offeror must submit a current report of his financial condition sworn to before a Notary Public. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing current assets, net fixed assets, other assets, current liabilities, and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If financial statement is not for the identical organization submitting the response, explain the relationship and financial responsibility of the organization whose financial statement is providing (parent, subsidiary, etc.). Any Offeror wishing to maintain confidentiality of financial information must include a written request for same with the submission of the response.

GENERAL INFORMATION

Mission

Laredo College is committed to transforming students' lives through high-quality, innovative, and affordable programs and services. By leveraging emerging technologies and fostering lifelong learning, Laredo College equips students with the knowledge and skills to positively impact local, regional, national, and global development.

Vision

Laredo College aspires to cultivate graduates who drive positive change and make meaningful contributions to communities and the world.

Core Values

Integrity

Upholding honesty, accountability, and transparency in all actions fosters trust within the college and community.

Excellence

Striving for the highest standards in education, service, and performance ensures impactful and transformative learning experiences.

Innovation

Embracing change and applying forward-thinking strategies leverages emerging technologies to equip students for future challenges.

Service

Committing to community engagement builds partnerships that enhance economic, cultural, and social vitality locally and globally.

Wellness

Prioritizing the well-being of students, faculty, and staff cultivates an environment that supports holistic growth, resilience, and lifelong health.

Institutional Goals and Promises

GOAL 1: INSTRUCTION AND STUDENT ACHIEVEMENT

Laredo College aims to deliver quality instructional programs that inspire, challenge, and empower students to reach academic and career objectives. By applying innovative teaching methods, relevant curricula, and a supportive learning environment, students are equipped with the knowledge, skills, and mindset needed for success in chosen fields and as active members of communities.

PALOMINO PROMISE

Laredo College will cultivate a dynamic teaching and learning environment to ensure excellence in instruction with seamless pathways that connect educational experiences, career and transfer opportunities, and overall student success.

GOAL 2: ACADEMIC AND STUDENT SUPPORT

Laredo College aims to promote comprehensive support services and co-curricular experiences that enhance educational programs and empower students to reach their fullest potential. The institution endeavors to produce graduates who are academically proficient, socially responsible, and prepared to make an impact in communities and beyond.

PALOMINO PROMISE

Laredo College will institute support systems that adapt to emerging needs and trends to address the academic, professional, and personal needs of all students.

GOAL 3: SAFE AND CARING ENVIRONMENT

Laredo College aims to provide the resources and support necessary for the well-being of every member of the college community. By cultivating an environment that prioritizes wellness, safety, and care, the institution ensures that students and employees feel valued and empowered.

PALOMINO PROMISE

Laredo College will integrate wellness, safety, and support into all aspects of the institution to foster a thriving and supportive environment where everyone can achieve full potential.

GOAL 4: COMMUNICATION AND TECHNOLOGY

Laredo College aims to revolutionize its approach to communication and technology to establish a digitally cohesive campus, where state-of-the-art technology and communication methods are central to every interaction, facilitating collaboration, learning, and community engagement. This enhances academic excellence and operational efficiency, making Laredo College a beacon of digital innovation and education.

PALOMINO PROMISE

Laredo College will foster innovative communication technologies and invest in advanced digital infrastructure and platforms to ensure the college community is adept at navigating the evolving digital era.



Laredo College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate and baccalaureate degrees. Laredo College also may offer credentials such as certificates and diplomas at approved degree levels. Questions about the accreditation of Laredo College may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website (www.sacscoc.org).

Approved and Accredited

Laredo College is approved or accredited by:

- Accreditation Commission for Education in Nursing (ACEN)
- American Medical Certification Association (AMCA)
- Automotive Service Excellence (ASE) Education Foundation
- Commission on Accreditation in Physical Therapy Education (CAPTE)
- Commission on Accreditation of Allied Health Education Programs (CAAHEP)
- Heating, Ventilation, and Air Conditioning Excellence (HVAC)
- Joint Review Committee on Education in Radiologic Technology (JRCERT)
- National Association for the Education of Young Children (NAEYC)
- Nurse Aide Training & Competency Evaluation Program (NATCEP)
- Texas Board of Nursing (BON)
- Texas Department of State Health Services
- Texas Health & Human Services Commission (HHSC)
- The Texas Higher Education Coordinating Board (THECB)

Laredo College is a member of:

- Amazon Web Services (AWS) Academy Cloud Foundation
- American Association of Community Colleges
- American Council on Education
- American Welding Society
- Association on Higher Education and Disability
- CISCO Academy
- Coalition of Adult Basic Education (COABE)
- Community College Baccalaureate Association (CCBA)
- Competency-Based Education Network (C-BEN)
- E-Commerce Council
- Hispanic Association of Colleges and Universities (HACU)
- Microsoft Academy
- National Alliance of Concurrent Enrollment Partnerships (NACEP)
- National Council for Continuing Education and Training (NCCET)
- National League for Nursing
- National Organization for Associate Degree Nursing (OADN)
- Red Hat Academy
- Texas Association of Community Colleges (TACC)
- Texas Association of Community Colleges Foundations (TACCF)
- Texas Administrators Of Continuing Education (TACE)

- Texas Association for Literacy and Adult Education (TALAE)
- Texas Hispanic Serving Institutions Consortium (TxHSIC)

Professional Licensure/Certification

Laredo College offers multiple programs designed to lead to licensure or certification in the state of Texas. This means that, when a student graduates from a licensure program at Laredo College, the student has the minimum educational qualifications to apply for Texas licensure. For other U.S. states and territories, this may or may not be the case, as educational requirements vary from state to state and are subject to change.

Laredo College has not made a determination whether these programs will meet all of the educational requirements of all other US states or territories.

The licensure boards in each state are responsible for establishing the requirements for licensure/certification for their state. The state professional licensing boards make the ultimate decision as to whether or not an individual will be eligible for licensure based on the rules and regulations in place at the time the individual submits their application for licensure.

It is strongly recommended that students who are not Texas residents or who plan to seek licensure or certification outside the state of Texas contact the appropriate licensing agency or board before enrolling in an academic program designed to lead to licensure or certification and discuss their plans with an advisor.

Students who intend to return or move to any state other than Texas need to review the professional licensure disclosures pertaining to their program and consult with the state professional licensing board. For more information on Professional Licensure, visit the NC-SARA Profession Licensure Resource website for a detailed discussion of what students should consider in licensure programs as well as access to the NC-SARA Professional Licensure Directory. For more information click here: [Professional Licensure | NC-SARA](#)

Definition of Terms:

- “Laredo College,” “LC” “District,” or “LC” refers to the Laredo College.
- “Offeror,” “Proposers,” “Respondent,” or “Company” refers to a company which chooses to submit Qualifications to provide products and/or services for the district as specified in this RFQ.
- “Contractor” refers to the company awarded the contract to provide products and/or services for the Laredo College as specified in this RFQ.
- “Qualifications” refers to the offer, from Offeror to the Laredo College, to provide the products and/or services as specified in the Agreement.
- “Board of Trustees” refers to the governing body of LC.

1 PURPOSE:

The purpose of this RFQS is to solicit proposals/qualification statements for contracts to provide Engineering Services used in the planning, design, and construction of Laredo College projects from qualified firms for Indefinite Delivery/Indefinite Quantity. The District intends to hire an engineering firm to provide Civil Engineering Services. The contracted consultants will be responsible for all regulatory and statutory compliance for all aspects of the selected projects with all applicable governmental agencies in all applicable jurisdictions, in which the District’s property is located including but not limited to the City of Laredo and Webb County, and the United States Government and its agencies, and the State of Texas and its agencies.

2 Project Overview

The Community College District ("Owner") seeks to retain a qualified engineering firm ("Consultant") to provide professional engineering services for the planning, design, permitting, bidding, construction administration, and closeout of capital improvement projects across the District's campuses and facilities.

Projects may include new construction, renovations, infrastructure improvements, utility upgrades, site development, and modernization of academic, administrative, student services, workforce training, and support facilities.

All services shall comply with applicable requirements of the State of Texas, local jurisdictions, and accreditation standards applicable to higher education facilities.

2.1 Project Objectives

The Consultant shall:

- Support the District's educational mission through safe, sustainable, and cost-effective facilities.
- Extend the useful life of campus infrastructure.
- Improve operational efficiency and reliability.
- Support future enrollment growth and program expansion.
- Minimize disruption to campus operations during construction.
- Ensure compliance with all applicable codes and regulations.

3 Scope of Work

3.1 Phase 1 – Existing Conditions Assessment

The Consultant shall:

3.2 Facility Assessments

- Review existing campus infrastructure and facilities.
- Conduct field investigations and site visits.
- Evaluate building systems and infrastructure conditions.
- Identify deficiencies, code issues, deferred maintenance, and operational risks.

3.3 Infrastructure Assessment

Assess and document:

- Water distribution systems
- Sanitary sewer systems
- Stormwater systems
- Electrical distribution systems
- Emergency power systems
- Telecommunications infrastructure
- HVAC systems
- Fire protection systems
- Site lighting
- Parking and circulation systems

3.4 Deliverables

- Existing Conditions Report
- Deficiency Inventory
- Preliminary Cost Estimates
- Prioritized Capital Improvement Recommendations

3.5 Phase 2 – Planning and Programming

The Consultant shall:

3.6 Master Planning Support

- Participate in stakeholder workshops.
- Evaluate future infrastructure capacity requirements.
- Develop infrastructure planning recommendations.
- Support campus master planning efforts.

3.7 Project Programming

- Define project requirements.
- Establish design criteria.
- Identify utility impacts.
- Develop project budgets and schedules.
- Prepare project implementation strategies.

3.8 Deliverables

- Programming Report
- Conceptual Site Plans
- Preliminary Budget Estimates
- Project Schedule

3.9 Phase 3 – Design Services

The Consultant shall provide complete engineering design services including:

3.10 Civil Engineering

- Site development
- Grading and drainage
- Utility design
- Roadways and parking lots
- Stormwater management
- Erosion control plans

3.11 Structural Engineering

- Structural evaluations
- Building modifications
- Foundation systems
- Structural design calculations

3.12 Mechanical Engineering

- HVAC systems
- Central utility systems
- Energy efficiency improvements
- Building automation systems

3.13 Electrical Engineering

- Power distribution
- Lighting systems
- Emergency power systems
- Campus electrical infrastructure
- Renewable energy integration

3.14 Plumbing Engineering

- Domestic water systems
- Sanitary systems
- Specialty plumbing systems

3.15 Fire Protection Engineering

- Fire sprinkler systems
- Fire alarm systems
- Life safety systems

3.16 Sustainability

- Energy conservation measures
- Water conservation measures
- Sustainable design strategies
- Life-cycle cost analyses

3.17 Design Deliverables

The Consultant shall prepare:

3.18 Schematic Design (SD)

- Design narratives
- Preliminary drawings
- Preliminary cost estimate

3.19 Design Development (DD)

- Refined engineering systems
- Updated cost estimate
- Coordination with stakeholders

3.20 Construction Documents (CD)

- Signed and sealed drawings
- Technical specifications
- Engineer's cost estimate
- Permit-ready documents

3.21 Phase 4 – Permitting and Regulatory Coordination

The Consultant shall:

- Identify applicable permitting requirements.
- Coordinate with regulatory agencies.
- Prepare permit applications.
- Respond to agency comments.
- Support permit acquisition.

3.22 Regulatory Compliance

The Consultant shall ensure compliance with:

- Texas Engineering Practice Act
- Texas Accessibility Standards (TAS)
- Americans with Disabilities Act (ADA)
- International Building Code (IBC)
- National Fire Protection Association (NFPA) standards
- Texas Department of Licensing and Regulation (TDLR) requirements
- Local utility requirements
- Environmental regulations

3.23 Phase 5 – Procurement and Bid Support

The Consultant shall:

- Assist with preparation of procurement documents.
- Respond to bidder questions.
- Prepare addenda as required.
- Attend pre-bid meetings.
- Evaluate bids and contractor qualifications.
- Provide recommendation for award.

3.24 Deliverables

- Addenda
- Bid Tabulation
- Bid Evaluation Report

3.25 Phase 6 – Construction Administration

The Consultant shall:

3.26 General Services

- Attend construction meetings.
- Review contractor submittals.
- Review shop drawings.
- Respond to Requests for Information (RFIs).
- Evaluate substitution requests.
- Review pay applications.

3.27 Site Observation

- Conduct periodic site visits.
- Monitor construction progress.
- Verify conformance with contract documents.
- Identify deficiencies and corrective actions.

3.28 Change Management

- Review change order requests.
- Evaluate cost impacts.
- Provide recommendations to the Owner.

3.29 Deliverables

- Field Observation Reports
- RFI Responses
- Submittal Reviews
- Change Order Recommendations

3.30 Phase 7 – Project Closeout

The Consultant shall:

- Conduct substantial completion inspections.
- Prepare punch lists.
- Verify correction of deficiencies.
- Review as-built documents.
- Review operation and maintenance manuals.
- Support final acceptance.

3.31 Deliverables

- Punch List Reports
- Final Inspection Reports
- Record Drawing Review
- Project Closeout Report

3.32 Project Management Requirements

The Consultant shall:

- Designate a Project Manager licensed in Texas.

- Maintain regular communication with District representatives.
- Provide monthly progress reports.
- Maintain project schedules.
- Coordinate all subconsultants.

3.33 Quality Assurance / Quality Control (QA/QC)

The Consultant shall implement a documented QA/QC program that includes:

- Internal design reviews
- Interdisciplinary coordination reviews
- Constructability reviews
- Cost estimate reviews
- Final document quality checks

A QA/QC certification shall be submitted with each major deliverable.

3.34 Required Qualifications

The Consultant shall demonstrate:

- Registration with the Texas Board of Professional Engineers and Land Surveyors.
- Minimum 10 years of experience providing engineering services for higher education facilities.
- Experience with community college or university campuses.
- Knowledge of Texas public procurement requirements.
- Experience with occupied campus construction projects.
- Capability to provide multidisciplinary engineering services.

3.35 Deliverables Summary

The Consultant shall provide:

- Existing Conditions Assessment Report
- Capital Improvement Recommendations
- Programming Documents
- Schematic Design Package
- Design Development Package
- Construction Documents
- Cost Estimates
- Permit Applications
- Bid Support Documentation
- Construction Administration Reports
- Punch Lists
- Project Closeout Documentation

3.36 Schedule

The Consultant shall provide:

- Detailed project schedule
- Milestone dates
- Design review schedule

- Permitting schedule
- Construction administration schedule

The District anticipates issuing task orders on an as-needed basis over a three- to five-year term.

3.37 Compensation

Compensation may be structured as:

- Lump Sum by Project
- Time and Materials with Not-to-Exceed Amount
- Indefinite Delivery/Indefinite Quantity (IDIQ)
- Job Order Contract Support Services

The selected method will be negotiated for each task order.

3.38 Special Texas Requirements

The Consultant shall comply with:

- Texas Education Agency requirements where applicable.
- Texas Higher Education Coordinating Board guidelines.
- Texas Government Code procurement requirements.
- Texas Occupations Code requirements governing engineering practice.
- State and local environmental regulations.
- Prevailing campus safety and security requirements.

4.0 **SELECTION PROCEDURES**

- 4.1 The consultant will be selected according to established procedures by the Laredo College and in accordance with Texas Government Code, Section 2254. The evaluation criteria for this project are shown in Section 6.3 of the RFQ. The Laredo College reserves the right to award a contract, several contracts, or to decide not to award any contract, in the best interest of the District.
- 4.2 Firm/organization shall submit written responses in accordance with instructions herein and may be interviewed by a selection committee. Laredo College reserves the right to retain all responses and to use any ideas submitted in a response regardless of whether the response is selected. Additionally, firm/organization submitting responses may be called upon to make oral presentations as part of the evaluation process.
- 4.3 "Laredo College reserves the right to reject any and all responses submitted and re-solicit as deemed necessary. Assuming that one or more satisfactory response are received, the Laredo College selection committee may recommend multiple top qualified firms/organizations to the Board of Trustees to provide the scope of services on the basis of the firms/organizations experience, technical competence, and capability to perform, evaluated on the basis of the factors listed in this Request for Qualifications, including, without limitation, the past performance of the firms/organizations and its members, and other appropriate factors published by Laredo College or submitted by the firms/organizations in response to the request for qualifications. The selection committee may also recommend alternate firms/individuals in the event no contract can be negotiated with the most qualified firms/individuals. Laredo College shall attempt to negotiate with those firms/organizations and a contract be completed. In the event that negotiations fail to result in

a contract, or the contract fails to be approved, the process shall be repeated with alternate firms/individuals.

4.4 Anticipated Solicitation Schedule

A.	Laredo College Advertise RFQ	June 28 and July 05, 2026
B.	Submit Questions Deadline	July 13, 2026 at 10:00 a.m.
C.	Qualifications Response Deadline	July 21, 2026 at 10:00 a.m.
D.	Award	TBD

- 4.5 Responses that contain conditional clauses, alterations to the specifications and requirements, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Laredo College, at its option.

- 5.0 Laredo College reserves the right to terminate at any time the services of the firm/organization, if not satisfied with the services, or for the Laredo College convenience with seven (7) days written notice.

5.1 GENERAL REQUIREMENTS

- 5.2 A person or business entity that intends to contract with Laredo College must give advance notice to the Laredo College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The Laredo College may terminate a contract with a person or business entity if the Laredo College determines that the person or business entity failed to give notice as required by law, by the previous paragraph, or by misrepresenting the conduct resulting in the conviction. The criminal history notification requirement does not apply to a publicly held corporation.

- 5.3 Prior to execution of the contract, the firm recommended for award will be required to execute the following certification:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in the 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."

This certification is required for each person who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the business entity submitting the response. The following information must be submitted by each person meeting these described conditions and executing the certification: name; social security number; signature; and date.

- 5.4 Submission of a response by a firm/organization indicates acceptance by the firm/organization of all conditions contained in the RFQ and its attachments. Offerors shall indicate any exceptions to any paragraph; otherwise, acceptance of all conditions contained in the RFQ and its attachments are assumed. Exceptions stated by the Offeror to any of the paragraphs herein may be cause for rejection of the proposal, other than variances deemed minor by Laredo College. The Offeror must certify whether all specifications have been met and state any exceptions on a separate sheet. Also see Minimum Qualifications.

- 5.5 Section 10 of the RFQ contains the Execution of Offer and other required documents as follows:

5.5.1 Certification of Non-Collusion found in Section 10.4 of the RFQ

5.5.2 Response Certification found in Section 10.5 of the RFQ

5.5.3 Conflict of Interest Questionnaire found in Section 10.6 of the RFQ

5.5.4 Other documents may be required by the Request for Qualifications and its attachments. Responses are to be submitted in accordance with the sequence of information outlined in the RFQ. Failure to execute or provide this information may result in disqualification of the response.

5.6 The successful Offeror must agree to accept the attached form of agreement with only insubstantial modifications (**Attachment B**).

5.7 **Types and Limits of Insurance, Including Professional Liability/Errors and Omissions:** The following are the minimum limits of coverage. Limits may be higher, depending on project.

5.7.1	Commercial General Liability		\$1,000,000
	General Aggregate, including products and completed operations		\$2,000,000
5.6.2	Automobile Liability per person/per accident	CSL	\$1,000,000
5.6.3	Worker's Compensation		Statutory Texas
5.6.4	Employer's Liability		
	Bodily Injury by Accident	Each Accident	\$1,000,000
	Bodily Injury by Disease	Each Disease	\$1,000,000
	Bodily Injury by Disease	Policy Limit	\$1,000,000
5.6.5	Professional Liability/Errors & Omissions		\$5,000,000

Umbrella insurance of at least \$5,000,000 per occurrence for 5.6.1 and 5.6.2 is required over and above the listed coverage in excess of the required primary coverage.

Prior to contract execution, the contractor shall obtain, at its own cost, and maintain in full force and effect for the duration of the contract, and any extension hereof, adequate insurance coverage as noted above. Offerors selected for contract award are required to submit evidence of ability to procure and obtain the required coverage in the above limits within ten (10) calendar days after notification of selection for contract award. Failure to comply with insurance requirements in a timely manner may result in nullification of contract award.

5.8 **Public Information:** Laredo College is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Offeror (or any Offeror responding to this procurement solicitation) believes should be exempted from disclosure should be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, Laredo College may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Laredo College will notify Offeror (or the particular Offeror affected) and Offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event Offeror requests judicial intervention, the party requesting shall indemnify Laredo College for its costs (including attorney's fees) associated with

the judicial action. Under no circumstances will Laredo College be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

5.9 Type of Contract: Any contract(s) resulting from this solicitation will be in the form of the Laredo College Standard Engineer Agreement.

5.9.1 Offerors may indicate in their response a preference for all or individual parts of the program for which they wish to be considered. However, expression of preference for a particular part of the program does not guarantee award of a contract for that part of the work.

5.9.2 Fees/services will be negotiated separately for each project with reference to the fee schedule at **Attachment B**.

5.10 Clarifications and Interpretations: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by Laredo College as an addendum. All such addenda issued by Laredo College before the Responses are due are part of the RFQ, and offerors shall acknowledge receipt of and incorporate each addendum in its Response.

5.10.1 All questions, inquiries, and requests for clarifications concerning this RFQ must be submitted, in writing, to Miguel A. Rangel, Laredo College Purchasing Office, by email to miguel.rangel@laredo.edu on or before seven (7) calendar days prior to the scheduled deadline for receipt of responses.

5.10.2 Offerors shall consider only those clarifications and interpretations that Laredo College issues by addenda prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements will not be binding on Laredo College and should not be relied on in preparing a response.

5.11 Laredo College Reservation of Rights: The Laredo College may evaluate the responses based on the anticipated completion of all or any portion of the Project. Laredo College reserves the right to reject any and all responses and re-solicit for new responses, or to reject any and all responses and temporarily or permanently abandon the Project. Laredo College makes no representations, written or oral, that it will enter into any form of agreement with any offeror to this RFQ for any project and no such representation is intended or should be construed by the issuance of the RFQ. Laredo College reserve the right to award multiple contracts if deemed in its best interest.

5.12 Acceptance of Evaluation Methodology: By submitting a response in response to this RFQ, Offeror accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) response will require subjective judgments by Laredo College.

5.13 No Reimbursement for Costs: Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFQ shall be at the sole risk and responsibility of the Offeror.

5.14 Eligible Offerors: Only qualified and properly licensed individual firms or lawfully formed business organizations may submit responses. Laredo College will only contract with an individual firm or formal organization that submits a response.

5.15 Sales and Use Taxes: The Laredo College qualifies for exemption from the Texas Limited Sales, Excise, and Use Tax. Successful Offerors shall be provided with a tax exemption certificate upon request.

- 5.16 Certification of State of Texas Margin Tax Status: Offerors must state on the response form whether they owe State of Texas Margin taxes (franchise tax). If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said tax, then payments to the Contractor due under this Agreement may be withheld until such tax delinquency is remedied.
- 5.17 Reserved.
- 5.18 Local Government Officer Conflicts Disclosure Statement: In accordance with the HB 1295, Texas Government code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to Laredo College for any contract over \$1,000,000 or any contract that requires a vote by the Laredo College Board of Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is <https://www.ethics.state.tx.us/filinginfo/1295/>
- 5.19 Communication: District policy C.1.5.1 states that from the date the project is approved for publication until a contract is executed, no College District Board member or employee other than authorized Purchasing and Contract Administration personnel shall communicate with potential contractors, consultants, or other vendors (referred to collectively as potential proposers) who are interested in, or in the view of a reasonable person situated similarly to the potential proposer, might reasonably become interest in, any competitive procurement opportunity, other than for a legitimate purpose unrelated to the pending procurement. If, from the date the project is approved for publication until a contract is executed, a potential proposer contacts any Board member of College or District employee other than authorized Purchasing and Contract Administration personnel, the Board member or College District employee shall inform the potential proposer that such communication is prohibited by policy, direct them to Purchasing and Contract Administration, and immediately report the contact to the designated representative in Purchasing and Contract Administration.

Proposers who violate this policy may be subject to a range of sanctions including disqualification from competition for the procurement opportunity and/or other future procurement opportunities after Board of Trustees review. Employees who violate this policy may be subject to disciplinary action, including termination after review by the President.

6.0 SELECTION PROCESS

- 6.1 Offerors may be requested to attend an interview with the Laredo College selection committee to confirm their responses and answer additional questions. The Laredo College will then calculate the final ranking in order to identify a “best value.”
- 6.2 An anticipated selection process timing table appears at Section 4.4 hereof.
- 6.3 **Evaluation of Responses**

Only those responses meeting the minimum qualifications will be evaluated.

The evaluation of the responses shall be **based on the demonstrated competence and qualifications to perform the services** on the published criteria as shown in Sections 8 of the RFQ. All properly submitted responses will be reviewed, evaluated, and ranked by the Laredo College selection committee.

Evaluation Table

SECTION	CRITERIA	POINTS
8.1	Offeror's Experience	25
8.2	Offeror's Past Performance on Representative Projects	25
8.3	Qualifications of Team and Key Personnel (Prime and Subconsultants)	20
8.4	Ability to Provide Services, Technical Approach and Quality Control	25
8.5	Small Business Entity	5
	TOTAL:	100

7.0 **SUBMISSION OF RESPONSES:**

- 7.1 **Deadline and Location:** Signed and sealed responses shall be submitted prior to 10:00 A.M. local time on July 21, 2026. Offeror shall provide one (1) original response; and one (1) electronic copy in PDF format.

DELIVERY LOCATION: Offeror may delivered to:
 Laredo College
 Purchasing Office
 Re: RFQ 26-0603 Engineering Services at Laredo College
 P-49 Building 01
 West End
 Washington Street.
 Laredo, Texas 78040

The Laredo College are not responsible for receipt of responses misdirected to locations other than the designated location for receipt of responses.

- 7.2 Responses received after the response deadline will be returned to the Offeror unopened.
- 7.3 The Laredo College will not acknowledge or receive Responses that are delivered by fax or e-mail.
- 7.4 Properly submitted responses will not be returned to Offerors.
- 7.5 Upon submission of a response, you agree to the following:

The Purchasing & Contract Administration recommendation and summary analysis will be uploaded to the applicable Laredo College Board of Trustees Committee agenda and will be viewable by the public. Efforts to contact individual Trustees or Laredo College employees other than those in the Purchasing Office regarding such matters are prohibited.

8.0 **REQUIREMENTS FOR RESPONSES**

Offerors shall carefully read the information contained in the following criteria and submit a complete response to all questions formatted as directed in Section 9. Incomplete responses will be considered non-responsive and are subject to rejection. Align proposal format to the criteria in section 8 below – introduction and conclusion are acceptable. Reviewers will consider the entirety of the proposal for rating each criteria.

8.1 CRITERIA ONE: OFFEROR'S EXPERIENCE (25 Points)

- 8.1.1 Provide a statement of interest for the project, including a narrative describing the Prime Firm's and Project Team's unique qualifications to fulfill the previously listed scope of work.
- 8.1.2 Provide a brief history of the Prime Firm and of each firm and consultant that makes up the proposed Project Team
- 8.1.3 Submit a maximum of ten (10) representative experience projects for which you have provided services that are most comparable to aligned with the scope of work in section 3.1 to 3.38. Submit at least 2 (two) renovations or adaptive reuse project examples. Representative experience projects which completed design or substantial completion within the last seven (7) years from the date of RFQ issuance are eligible. List the projects in order of priority, with the most relevant project listed first. One page max per project. Provide the following information for each project listed:
- Project name, location, contract delivery method, and description
 - Color images (photographic or machine reproductions)
 - Total Construction Cost, Final Engineering Cost, including additional services
 - Project size in gross square feet and/or Campus size in developed acreage
 - Type of Building(s)
 - Actual start and finish dates of design and construction (if built)
 - Description of professional services Prime Firm provided for the project or campus
 - Name of Prime Firm's project executive/principal (individual responsible to the Owner for the overall success of the project) and indicate if they are proposed as part of this RFQ Project Team.
 - Name of Prime Firm's project manager(s) (responsible for the day-to-day success of the project) in design and construction administration and indicate if they are proposed as part of this RFQ Project Team.
 - Identify names of all key consultant and sub-consultant firms that provided professional services and indicate if they are proposed as part of this RFQ Project Team. List percent of design effort (by cost) by offeror and subconsultants.
 - Name of (i) CMR or Prime Contractor and (ii) project manager, if any, responsible for construction (include name of their Project Executive/Manager responsible to Owner for the overall success of the construction)

8.2 CRITERIA TWO: PAST PERFORMANCE (25 Points)

- 8.2.1 Provide client references for the ten representative experience projects, no more than two per project (for each project, identify the following):
1. The Owner's name(s) and representative(s) who served as the day-to-day liaison for each phase planning, design, and construction of the project, including telephone number(s) and email address.

2. Length of business relationship with the Owner
3. References shall be considered relevant based on specific project participation and experience with the Offeror. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ process.
4. Accuracy and control of cost estimates along with identification and recommendations of cost savings measures adopted for representative experience projects

8.2.2 Submit honors, Award Winning or Published Designs, or other quality recognition.

8.2.3 Submit record of Errors and Omissions (last 5 years)

8.2.4 Provide the details of all past or pending litigation, arbitration, and or claims filed against or involving your company within the last five years that would affect your company's performance under a Contract with the Laredo College.

8.3 CRITERIA THREE: QUALIFICATIONS OF OFFEROR'S TEAM AND KEY PERSONNEL (INCLUDING SUBCONSULTANTS) (20 Points)

8.3.1 Provide the following information for each Firm on the Project Team:

- Legal name of the company as registered with the Secretary State of Texas
- Address of the office that will be providing services and number of professional staff at that location only, indicate if branch.
- Address of Corporate Headquarters office and total professional staff employed by the firm
- Number of years in business
- Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc.)
- Number of employees by skill group
- Annual gross and EBITDA revenue totals for the past ten (10) years
- Names of Principals and percentage of ownership

8.3.2 Describe the basis for the selection of each proposed firm and consultant included in your Project Team for planning, design, and construction administration services. Identify core competency, experience, and specific skill sets they will bring as listed in the scope of work in Section 3.1-3.38.

8.3.3 Provide organization chart of the entire proposed Project Team with assignments, line(s) of authority and communication for all executives, principals' professionals, and key members for large higher education to fulfill the scope of work in Section 3.1-3.38. Indicate name of firm, their role and responsibility.

8.3.4 Describe your Project Team's demonstrated competence, and management qualifications with institutional projects, particularly those for higher education

8.3.5 Provide key personnel resumes (one page max) highlighting work history, expertise, and their proposed role for each professional member by firm, by discipline, and by responsibility. Include their specific experience with similar projects, the length of employment with firm, number of years in current role with firm, number of years in same

role with other firms, and their city of residence.

- | | |
|-------|---|
| 8.3.6 | Describe the Prime Firm's process in working with firms, consultants, and sub-consultants integrating them into the Project Team to ensure continuity of planning, design, quality, and consistency throughout the project or program. |
| 8.3.7 | Describe proposed teams experience and proficiency with PMIS (Projectmates) and scheduling (Primavera P6) program management software. List of team's experience and proficiency with similar project management software. |
| 8.3.8 | Provide a table, similar to below, showing alignment between proposed Project Team (including sub consultants) and submitted project examples with "X" in cells to indicate alignment of representative experience projects and proposed key personnel across the team of various firms. Include a project key. |

[illegible]

	SUBMITTED PROJECTS KEY	
Example Project No	Title of Example Project (from section 8.1)	Client
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

8.4 CRITERIA FOUR: ABILITY TO PROVIDE SERVICES, TECHNICAL APPROACH, AND QUALITY CONTROL (25 Points)

- 8.4.1 Reserved.
- 8.4.2 Is your company/firm 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.
- 8.4.3 Is your company currently in default on any loan agreement or financial agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 8.4.4 Does any relationship exist by relative, business associate, business affiliate, or any other such kinship between your firm and any Laredo College employee, officer, or Trustee? If

so, please explain.

- 8.4.5 Provide a statement on the availability and commitment of the Prime Firm and Project Team's key principals and professionals to undertake to fulfill scope of work in 3.1-3.38.
- 8.4.6 List projects currently under planning, programming, design, and/or construction administration including dollar value and number of full-time personnel assigned to the projects from your firm. Include joint ventures.
- 8.4.7 List of projects currently under contract for which planning, programming, design, and/or construction administration has not yet begun. Include dollar value and the projected number of full-time personnel assigned to the project by your firm. Include joint ventures. Identify projected start times for said project.
- 8.4.8 Describe the Project Team's technical approach, design philosophy, your design and planning methodology, and your process for integrating institutional best practices into engineering services.
- 8.4.9 Describe how your Project Team stays current with best practices for higher education campus and building designs, operations, and construction, including the current challenges, changing needs, programs, designs, and trends.
- 8.4.10 Describe the Prime Firm's quality control program, explaining the method used and how the firm maintains quality control during a design and quality assurance through a construction project. Describe the process or methodology and list specific examples of how these techniques or procedures were used for any combination of three (3) of the ten representatives. List any ISO quality certifications.
- 8.4.11 Owner may use a Construction Manager at Risk form of contract. Please describe the Prime Firm's process of reviewing and analyzing the Contract Time and Contract Sum portions of a Guaranteed Maximum Price Proposal. Please identify any expertise in cost estimating and scheduling analysis.
- 8.4.12 Describe your cost estimating processes through each phase from conceptual to final design/construction documents. Specifically describe how these costs estimates will be developed, maintained, and how often they are updated. For any combination of three (3) of the ten representative experience projects. Provide examples of how these techniques were used and what degree of accuracy was achieved to actuals.
- 8.4.13 Describe process your firm will use to develop, maintain, and adjust work schedule plan to meet the Owner's project schedules. Describe how your team deals with unforeseen changes and challenges and explain schedule recovery methods you will use, if necessary. For any combination of three (3) projects of ten representative experience projects.
- 8.4.14 Describe your understanding of the design, construction, and administrative challenges and opportunities associated with providing design or planning services for the Laredo College and your strategy for resolving issues.
- 8.4.15 Describe the process your Project Team uses to actively identify risks, potential problems, and issues before they impact the project through the design and construction phases. Provide details on specific methods and processes to resolve all high-risk issues including who has overall responsibility to track, prioritize, and elevate, if necessary. Provide examples of these lists, forms, and reports your Project Team will put into action with consultants, Owner, and Contractor/CMR. Include testing, measurement, and existing site/building investigations during design to fully validate existing conditions and mitigate unforeseen impacts.

- 8.4.16 For any three (3) of the ten representative experience projects, describe a major issue, conflict, or problem. Identify the methods and process your firm used to resolve it, the ultimate outcome, and how you may have involved and/or informed the Owner, CMR, users, and/or other parties through the process.

8.5 **CRITERIA FIVE: OFFEROR'S SBE COMMITMENT GOAL (5 Points)**

- 8.5.1 SBE Plan. Provide a written commitment in the form of the letter of Acknowledgment required by Attachment A for compliance with the Laredo College SBE subcontracting plan as required by the contract. Subcontracting Plans will be required to be submitted with each negotiated project for service.

8.6 **PROJECT PREFERENCES:**

If you have a preference or particular specialty or expertise that aligns with the scope of work in section 3.1-3.38 Table 1, please list and describe. There is no guarantee you will be selected for any particular project that you listed as a preference or expertise. This item is not included in the scoring criteria.

9.0 FORMAT OF RESPONSES

9.1 **General Instructions**

- 9.1.1 Responses shall be prepared simply and economically, providing a straightforward, concise description of the Offeror'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 the Laredo College's needs.
- 9.1.2 Responses shall be a maximum of eighty (80) printed pages. Font size is to be no smaller than 10 points. The cover, table of contents, divider sheets, Execution of Offer, Certification of Non-Collusion, Qualifications Statement/Response Certification, and Conflict of Interest Questionnaire do not count as printed pages.
- 9.1.3 Offerors shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Responses will be considered non-responsive and subject to rejection.
- 9.1.4 Responses and any other information submitted by offerors in response to this RFQ shall become the property of Laredo College.
- 9.1.5 Responses 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 Laredo College, at its option.
- 9.1.6 The Laredo College makes no representations of any kind that an award will be made as a result of this RFQ. The Laredo College reserve the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Laredo College best interest.
- 9.1.7 Responses shall consist of answers to questions identified in Section 8 of the RFQ. It is not necessary to repeat the question in the response; however, it is essential to reference the question number with the corresponding answer.
- 9.1.8 Failure to comply with all requirements contained in this Request for Responses may result in the rejection of the response.

9.2 Page Size, Binding, Dividers, and Tabs:

9.2.1 Responses shall be printed on standard letter-size (8-1/2"x11") paper.

9.2.2 Additional attachments shall NOT be included with the Responses. Only the responses provided by the Offeror to the questions identified in Section 8 of this RFQ will be used by the Laredo College for evaluation.

9.2.3 Separate and identify each criteria response to Section 8 of this RFQ by use of a divider sheet with an integral tab for ready reference.

9.3 Table of Contents:

Submittals shall include a "Table of Contents" and give page numbers for each part the RFQ

9.4 Pagination:

Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

10.0 EXECUTION OF OFFER AND REQUIRED DOCUMENTS

The execution of offer must be completed, executed by a company officer, and returned with the Offeror's response. Failure to complete, execute and return the execution of offer with the response may result in rejection of the response.

The execution of a false statement will void the submitted response or any agreement or other contractual arrangement, which may result from the submission of Offeror's response. A false certification shall be deemed a material breach of contract and, at Laredo College's option, may result in termination of any resulting contract or purchase order.

10.1 Addenda: Receipt is hereby acknowledged of the following addenda to this RFQ (please initial).

No. 1 ____ No. 2 ____ No. 3 ____ No. 4 ____ No. 5 ____ No. 6 ____

10.2 Award of Contract and Commencement of Services: The undersigned agrees to execute the Agreement at **Attachment B** without substantial modification after notification that the Offeror has been identified by the Laredo College as the Offeror who may be awarded an Agreement, and to commence services on or before the commencement date stated by the Laredo College in a Notice to Proceed / Purchase Order. Laredo College reserves the right to accept or reject all Responses and to waive response irregularities. Responses shall be valid and not withdrawn for a period of one hundred twenty (120) days from the date of opening.

Respectfully Submitted and Certified By: Executing party shall be an Officer of the firm.

(Offeror's Printed Name)

(Company Name)

(Authorized Signature)

(Address)

(Position in Company)

(Date)

Notary Signature

Seal or Stamp

My appointment expires _____

10.3 EXECUTION OF OFFER

- 10.3.1 By signature hereon, Offeror 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 a Response by Offeror in response to this RFQ will not create a contract between Laredo College and Offeror; (3) Laredo College have made no representation or warranty, written or oral, that one or more contracts with Laredo College will be awarded under this RFQ; and (4) Offeror shall bear, at its sole risk and responsibility, any cost which arises from Offeror 's preparation of a response to this RFQ.
- 10.3.2 By signature hereon, Offeror offers and agrees to furnish to Laredo College the products and/or services more particularly described in its Response, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 10.3.3 By signature hereon, Offeror affirms that he has not given, offered to give, does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official of Laredo College in connection with the submitted Response. Further, Offeror certifies that no relationship, whether by relative, business associate, direct or indirect financial interest, or by any other such kinship exists between Offeror and an employee or elected official of Laredo College; or Offeror has not been an employee or elected official of Laredo College within the immediate twelve (12) months prior to the RFQ response. All such disclosures will be subject to administrative review and approval prior to Laredo College entering into any contract with Offeror.
- 10.3.4 By signature hereon, a corporate Offeror certifies that it is not currently delinquent in the payment of any State of Texas Margin Taxes (Franchise Taxes) due under Chapter 171, Texas Tax Code; or that the corporate Offeror is exempt from the payment of such taxes; or that the corporate Offeror is an out-of-state corporation that is not subject to the Texas State of Texas Margin Tax; whichever is applicable.
- 10.3.5 By signature hereon, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or Laredo College represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the Qualifications Statement made to any competitor or any other person engaged in such line of business.
- 10.3.6 By signature hereon, Offeror represents and warrants that:
- 10.3.6.1 Offeror is a reputable company, licensed by the State of Texas regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ.
 - 10.3.6.2 Offeror has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ.
 - 10.3.6.3 Offeror is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 10.3.6.4 Offeror understands the requirements and specifications set forth in this RFQ.
 - 10.3.6.5 Offeror, if selected by the Laredo College, will maintain insurance as required

by the Contract.

- 10.3.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Offeror acknowledges that Laredo College will rely on such statements, information, and representations in selecting the successful Offeror. If selected by Laredo College as the successful Offeror, Offeror will notify the Laredo College immediately of any material change in any matters with regard to which Offeror has made a statement or representation or provided information.
- 10.3.7 By signature hereon, Offeror 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 Offeror's Response.
 - 10.3.7.1 By signature hereon, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Texas Statutes and Administrative Code.
- 10.3.8 By signature hereon, Offeror certifies as follows:
 - 10.3.8.1 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.
 - 10.3.8.2 The vendor or applicant certifies that each individual or business entity which is an engineer proposed by Offeror as a member of its team was selected based on demonstrated competence and qualifications only.
- 10.3.9 By signature hereon, Offeror affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ.
- 10.3.10 By signature hereon, Offeror signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 10.3.11 By signature hereon, Offeror agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Offeror'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.
- 10.3.12 By signing below, Proposers and any of their holding companies or subsidiaries affirmatively make the certifications, verifications, warranties and representations regarding all matters set forth in Attachment E as Certifiers thereunder.

EXECUTION OF OFFER: RFQ No. 26-0603

The Offeror must complete, sign, and return this Execution of Offer as part of their submittal response. The Offeror's company official(s) who are authorized to execute such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Submitted and Certified By: _____
Offeror's Name and Title)

Firm Name: _____

Address: _____

Phone/Fax: _____

Email: _____

(Authorized Signature) *(Date)*

10.4 CERTIFICATION OF NON-COLLUSION

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Response in collusion with any other Offeror, and that the contents of this Response as to prices, terms or conditions of said Response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Response."

FILL IN APPLICATION INFORMATION:

A CORPORATION OR LIMITED LIABILITY COMPANY, organized in the State of _____, and authorized to do business in the State of TEXAS.

A Partnership, Limited Partnership, Professional Partnership or other partnership, composed of: _____.

An Individual, operating under the name of: _____

Respectfully Submitted,

(SEAL: If Response is by a Corporation)

By: _____
Signature

Name (Print or Type)

Position with Company

Date: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

10.5 QUALIFICATIONS STATEMENT/RESPONSE CERTIFICATION

I certify that _____ has carefully reviewed this RFQ
(Print or type name)

Response and its attachments and agrees to abide by all terms and conditions contained therein. Further, I certify that all statements and documents submitted by my firm are true and accurate and may be verified by the Laredo College. It is recognized that all parts of the submission become the property of Laredo College, are governmental records, and will not be returned.

(Offeror's Printed Name)

(Company Name)

(Authorized Signature)

(Address)

(Position in Company)

(Date)

Notary Signature

Seal or Stamp

My appointment expires _____

ATTACHMENT B – Form of Agreement between Owner and Engineering Services

ATTACHED HERETO ARE THE CONTRACT DOCUMENTS FOR THIS PROJECT. EXCEPT WHERE THE OFFEROR MAKES A SPECIFIC EXCEPTION ON THE PROPOSAL FORM IN SECTION 1 (MINIMUM QUALIFICATIONS) OF THIS RFQ, ANY CONTRACT RESULTING FROM THE RFP WILL CONSIST OF THE FOLLOWING TERMS, CONDITIONS AND REQUIREMENTS.

Form of Agreement

The successful Respondent will be required to enter into a contract with the College utilizing an American Institute of Architects (AIA) standard form agreement, as modified by the College to comply with applicable Texas law, Texas Higher Education Coordinating Board requirements, College policies, and other applicable regulations.

The College anticipates using the current edition of the AIA agreement appropriate to the project delivery method, including all applicable exhibits, supplementary conditions, and amendments. The selected Respondent shall review and accept the College's proposed contract form as part of its proposal submission. Any requested exceptions or proposed modifications to the contract must be clearly identified and submitted with the proposal. The College reserves the right to reject proposed exceptions and to negotiate final contract terms.

The final agreement will incorporate, at a minimum:

- The executed contract document.
- The Respondent's proposal and negotiated scope of services.
- Applicable AIA contract documents and exhibits.
- College special conditions and supplementary conditions.
- Insurance, indemnification, and compliance requirements.
- All applicable federal, state, and local laws and regulations.

Compliance with Texas Law

Notwithstanding any provisions contained in standard AIA documents, the final agreement shall be modified as necessary to comply with the laws of the State of Texas, including provisions related to sovereign immunity, indemnification, dispute resolution, venue, public information requirements, and other statutory requirements applicable to Texas public institutions of higher education.

10.6 CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84 th Leg., Regular Session.		OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.00(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		
1	Name of vendor who has a business relationship with local governmental entity.	
2	☐ (This law requires that you file an update completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being disclosed. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.	
4	_____ Signature of vendor doing business with the governmental entity _____ Date	

ATTACHMENT C REPRESENTATIONS AND WARRANTIES

The person or entity soliciting a contract from the Owner and/or entering into a contract with the Owner, as the case may be (hereinafter “Certifier”), hereby represents, warrants, acknowledges, affirms, and certifies that they are and will remain in compliance with all the following provisions, as required by law and as applicable for the solicitation and/or contract with the Owner, as the case may be:

The Certifier acknowledges that this Attachment contains provisions of law that may not be applicable to them, their project, solicitation, and/or contract; accordingly, the Certifier must strikeout using an X and initial any provisions that they are unable to or unwilling to comply with, represent, verify, acknowledge, affirm, certify, or agree to.

Computer Equipment Recycling Program. The Certifier certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

Antitrust Affirmation. The Certifier affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this document, neither I nor any representative of the Certifier have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this document, neither I nor any representative of the Certifier have violated any federal antitrust law; and (3) neither I nor any representative of the Certifier have directly or indirectly communicated any of the contents of this document to a competitor of the Certifier or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Certifier.

Assignment. The Certifier shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Owner. Any attempted assignment in violation of this provision is void and without effect.

Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, the Certifier agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Child Support Obligation Affirmation. Under Section 231.006 of the Family Code, the Certifier 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 in addition to other remedies set out in 231.006(f) of the Family Code.

Cloud Computing Risk. Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, the Certifier represents and warrants that it complies with the requirements of the state risk and authorization management program and the Certifier agrees that throughout the term of the contract it shall

maintain its certifications and comply with the program requirements in the performance of the contract. This clause only applies to contractors doing business related to cloud computer services.

Computer Equipment Recycling Program. If the Certifier is submitting a response or bid for the purchase or lease of computer equipment, the Certifier certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328 related to the Computer Equipment Recycling Program.

Contracting Information Responsibilities. In accordance with Section 552.372 of the Texas Government Code, the Certifier agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Certifier on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Certifier or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Certifier agrees that the contract can be terminated if the Certifier knowingly or intentionally fails to comply with a requirement of that subchapter.

COVID-19 Vaccine Passport Prohibition. The Certifier 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 Certifier's business. The Certifier acknowledges that such a vaccine or recovery requirement would make the Certifier ineligible for a state-funded contract.

Cybersecurity Training. The Certifier shall ensure that any of the Certifier's employees or subcontractor employees who has access to Owner's computer system or database shall complete a cybersecurity training program certified under Section 2063.102 of the Texas Government Code. Such training is required to occur during the contract term and the renewal period. If applicable, the Certifier shall provide the Owner with verification of the completion of the requisite training.

Data Management and Security Controls. In accordance with Section 2054.138 of the Texas Government Code, the Certifier certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Owner as evidence of the Certifier's compliance with the required controls.

Dealings with Public Servants Affirmation. The Certifier has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to a public servant in connection with the submitted response, bid and/or contract.

Debts and Delinquencies Affirmation. The Certifier agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan. In accordance with 13 TAC § 6.94(a)(9), the Certifier shall provide to Owner the descriptions of its business continuity and disaster recovery plans.

Disclosure of Prior Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, the Certifier certifies that it does not employ an individual who has been employed by Owner at any time during the two years preceding the submission of this document or, in the alternative, the Certifier has disclosed in its response or bid the following: (i) the name and nature of the previous employment with Owner; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Energy Company Boycotts. If the Certifier is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, the Certifier verifies that the Certifier does not boycott energy companies and will not boycott energy companies during the term of the Contract. If the Certifier does not make that verification, the Certifier must indicate in its response or bid and state why the verification is not required.

Israel Boycotts. If the Certifier is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Certifier certifies that the Certifier does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If the Certifier does not make that certification, the Certifier must indicate that in its bid or response and state why the certification is not required.

E-Verify Program. The Certifier certifies that for contracts for services, the Certifier shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (i) all persons employed by the Certifier to perform duties within Texas; and (ii) all persons, including subcontractors, assigned by the Certifier to perform work pursuant the contract within the United States of America.

Executive Head Affirmation. Under Section 669.003 of the Texas Government Code, the Certifier certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. the Certifier must provide the following information in the response or bid (i) name; (ii) name of department; (iii) date of separation; (iv) position; and (v) start date.

False Statements. The Certifier represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a document with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted document and any resulting contract.

Financial Participate Prohibition Affirmation. Under Section 2155.004(b) of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

Firearm Entities and Trade Associations Discrimination. If the Certifier is required to make a

verification pursuant to Section 2274.002 of the Texas Government Code, the Certifier verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If the Certifier does not make that verification, the Certifier must indicate in its response or bid and state why the verification is not required.

Excluded Parties. The Certifier certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *“Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Critical Infrastructure Affirmation. Pursuant to Government Code Section 2275.0102, the Certifier certifies that neither it nor its parent company, nor any affiliate of the Certifier or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

Foreign Terrorist Organization. The Certifier represents and warrants that it is not (a) engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code; (b) an organization designated as a foreign terrorist organization by the United States Secretary of State, as authorized by 8 U.S.C. Section 1189, as amended; (c) not a company that is identified on a list prepared and maintained by the Texas Comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153., as amended; and (d) a company that does business with a foreign adversary (i) identified by the United States Director of National Intelligence as a country that poses a risk to the national security of the United States in at least one of the three most recent Annual Threat Assessments of the U.S. Intelligence Community issued pursuant to Section 108B, National Security Act of 1947 (50 U.S.C. Section 3043b); or (ii) designated by the governor of Texas after consultation with the public safety director of the Department of Public Safety.

National Defense Affirmations. The Certifier certifies that neither it, nor its holding companies or subsidiaries, is: (a) listed in Section 889 of the 2019 National Defense Authorization Act; (b) listed in Section 1260H of the 2021 National Defense Authorization Act; or (c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or (d) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4.

Protection of Critical Infrastructure. For purposes of this paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, the Certifier shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or

governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. The Certifier will notify the Owner before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

Former Employees. The Certifier represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Owner during the twelve (12) month period immediately prior to the date of execution of the contract or this document.

Governing Law and Venue. The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is Bexar County, Texas unless a specific venue is otherwise required by law.

Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document 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.

GENERAL INDEMNIFICATION. THE CERTIFIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CERTIFIER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER'S COUNSEL. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

DESIGN PROFESSIONAL INDEMNIFICATION. THE CERTIFIER, IF A DESIGN PROFESSIONAL, IN LIEU OF THE OTHER INDEMNIFICATIONS HEREUNDER, SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENT, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE CERTIFIER OR ITS AGENTS, CONSULTANTS UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CERTIFIER EXERCISES CONTROL. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER

WITH THE OWNER'S LEGAL COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER'S LEGAL COUNSEL. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

INTELLECTUAL PROPERTY INDEMNIFICATION. THE CERTIFIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF THE CERTIFIER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE CERTIFIER'S AND/OR OWNER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO OWNER BY THE CERTIFIER OR OTHERWISE TO WHICH OWNER HAS ACCESS AS A RESULT OF THE CERTIFIER'S PERFORMANCE UNDER THE CONTRACT. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CERTIFIER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OWNER'S COUNSEL. IN ADDITION, THE CERTIFIER WILL REIMBURSE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OWNER DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF THE CERTIFIER OR IF OWNER IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, OWNER WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CERTIFIER WILL PAY ALL REASONABLE COSTS OF OWNER'S COUNSEL.

Conflict of Interest. The Certifier represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document 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.

Public Information Act. Information, documentation, and other material in connection with this document or contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the

Texas Government Code, the Certifier is required to make any information created or exchanged with the Owner pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Owner.

Signature Authority. By submitting this document, the Certifier represents and warrants that the individual submitting this document and the documents made part of this document is authorized to sign such documents on behalf of the Certifier and to bind the Certifier under any contract that may result from the submission of this document.

Standard of Care for Architectural and Engineering Contractors. Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, the Certifier shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

Auditor's Right to Audit. The Owner's auditor or its representatives or designees ("Auditor") may conduct an audit or investigation of any entity receiving funds from the Owner directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Certifier or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the Owner's auditor or its representatives or designees, to conduct an audit or investigation in connection with those funds. The Certifier or other entity that is the subject of an audit or investigation by the Auditor must provide the Auditor with access to any information the Auditor considers relevant to the investigation or audit. The Certifier shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Suspension or Debarment. The Certifier certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

Television Equipment Recycling Program. The Certifier certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program. This Clause only applies to solicitations and contracts for the purchase or lease of covered television equipment.

Termination for Non-Appropriation. The contract is subject to termination or cancellation, without penalty to Owner, either in whole or in part, subject to the availability of funds.

Terms and Conditions Attached to Response. Any terms and conditions attached to a response or bid to a solicitation will not be considered unless specifically referred to in the response or bid to the solicitation.

Texas Bidder Affirmation. The Certifier certifies that if a Texas address is shown as the address of the Certifier on this response or bid to a solicitation, the Certifier qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Abortion Provider and Affiliate Transactions Prohibited. The Certifier represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by Owner to the Certifier and the Certifier's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act. Additionally, the Certifier represents and warrants that they are not an abortion provider or an affiliate of an abortion provider, as described in Tex. Gov't Code §§ 2273.001, et seq, as amended.

Availability of Records. The Certifier will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by the Certifier pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Owner.

American with Disability of Act. The Certifier represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

Artificial Intelligence Disclosure. The Certifier certifies that its response bid or documents disclose each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. The Certifier promises not to use an artificial intelligence system to perform the contract without the prior written consent of the Owner and disclosure of such use.

Binding Effect. The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

Changes in the Law and Compliance with the Law. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

Damage to Government Owned Property. The Certifier shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Certifier and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. The Certifier shall notify the Owner in writing of any such damage within one (1) calendar day. The Certifier is responsible for the removal of all debris resulting from work performed under the contract.

Disclosures of Interested Parties. The Certifier represents and warrants that if selected for award of a contract, the Certifier will submit to Owner a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

Discounts Notwithstanding any other provision to the contrary, all the benefits, pricing and any hourly rates granted by the Certifier to Owner herein are at least as favorable as the benefits, pricing and hourly rates granted by the Certifier to any previous client of the Certifier for services and/or products similar to those provided hereunder. If the Certifier enters into any subsequent agreement with any other client during the term of this contract which provides for benefits, pricing and/or hourly rates that are more favorable than those contained in this contract, the Certifier shall notify Owner promptly of the existence of such more favorable benefits, pricing and/or hourly rates and Owner shall have the right to receive the more favorable contractual terms immediately. If requested in writing by Owner, the Certifier hereby agrees to amend this contract to contain the more favorable benefits, pricing, and/or hourly rates.

Electrical Items. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

Equal Employment Opportunity. The Certifier represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

Occupational Safety and Health. The Certifier represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

Force Majeure. Neither the Certifier nor Owner shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

Immigration. The Certifier represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.

Independent Contractor. The Certifier acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that the Certifier and its personnel are not employees of the Owner.

Notice of Legal and Regulatory Actions. The Certifier represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or

investigations, etc., pending or threatened against the Certifier or any of the individuals or entities included in the documents, response, or contract (as the case may be) within the five (5) calendar years immediately preceding the submission of the documents, response, or contract (as the case may be) that would or could impair the Certifier's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owners consideration of the documents, response, or contract (as the case may be). If the Certifier is unable to make the preceding representation and warranty, then the Certifier instead represents and warrants that it has included as a detailed attachment in its documents, response, or contract (as the case may be) a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair the Certifier's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owner's consideration of the documents, response, or contract (as the case may be). In addition, the Certifier represents and warrants that it shall notify Owner in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Owner shall constitute breach of contract and may result in immediate termination of the contract.

Grant of License. The Certifier hereby grants to Owner a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to the Certifier; and (b) to sublicense any or all such rights to third parties.

Limitation of Authority. The Certifier shall have no authority to act for or on behalf of Owner except as expressly provided for in the contract; no other authority, power or use is granted or implied. The Certifier may not incur any debt, obligation, expense, or liability of any kind on behalf of Owner.

Lobbying Prohibition. The Certifier represents and warrants that Owner's payments to the Certifier and the Certifier's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

Media and Advertising. The Certifier shall not use Owner's name, logo, or other likeness in any press release, marketing material, or other announcement without Owner's prior written approval. Owner does not endorse any vendor, commodity, or service. Owner is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, response, bid, document, or the goods or services to which they relate without Owner's prior written consent, and then only in accordance with explicit written instructions from Owner.

No Felony Convictions. The Certifier represents that neither the Certifier nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred the Certifier has fully advised Owner in writing of the facts and circumstances surrounding the convictions.

No Implied Waiver or Estoppel. No provision of the solicitation or contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities

available to Owner. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to Owner by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

No Quantity Guarantees. The contract is not exclusive to the Certifier. Owner may obtain products and related services from other sources during the term of the contract. Owner makes no implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the contract.

No Third Party Beneficiaries. Nothing contained in the contract, either expressed or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations, or liabilities pursuant to, or by reason of, this contract.

Permits, Certifications and Licenses. The Certifier represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

Prompt Payment. All payments to the Certifier by Owner, any payments by the Certifier to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code.

Work for Hire. For purposes of the contract, the term “Work” is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced, or generated in connection with the services provided under the contract. The Certifier and Owner intend this agreement to be a contract for the services, in whole or in part, and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Certifier to be a work made for hire. The Certifier and its employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of Owner. The Certifier acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Owner. If for any reason the Work would not be considered a work-for-hire under applicable law, the Certifier does hereby sell, assign, and transfer to Owner, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. The Certifier agrees to execute all papers and to perform such other property rights, as Owner may deem necessary to secure for Owner or its designee the rights herein assigned. In the event that the Certifier has any rights in and to the Work that cannot be assigned to Owner, the Certifier hereby grants to Owner an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce,

distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Owner's request, the Certifier shall deliver to Owner all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. The Certifier will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Owner.

Records Retention. Unless provided otherwise in the general conditions or elsewhere, the Certifier shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable Owner requirements. These records will be maintained and retained by the Certifier for a period of ten (10) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Certifier will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

Refund. The Certifier will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

Restricted Employment. Owner certifies that it has not employed and will not employ a former officer or employee who participated in a procurement or contract negotiations for Owner involving the Certifier within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn

Erasing of Hard Disk. All equipment provided to the Certifier by Owner that is equipped with hard disk drives (*i.e.*, computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

Severability. If any provision of the contract is construed to be illegal, invalid, or unenforceable, such construction will not affect the legality, validity, or enforceability of any of its other provisions. It is the intent and agreement of the parties to this contract that this contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this contract will continue in full force and effect.

Immunity. The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the Owner of any immunities from suit or from liability that the Owner may have by operation of law.

Subcontract Approval. The Certifier may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Owner. Subcontracts, if any, entered into by the Certifier shall be in writing and be subject to the requirements of the contract. Should the Certifier subcontract any of the services required in the contract, the Certifier expressly understands and acknowledges that in entering into such subcontract(s), Owner is in no manner liable to any subcontractor(s) of the Certifier. In no event shall this provision relieve the Certifier of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

No Intimidation. The Certifier certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against: (i) a member of the Owner's governing body, the state legislature or person employed to support the Owner or state legislature in any capacity; (ii) a family member of a person described by (1); (a) a state agency or Owner employee; or (b) an individual making a complaint or raising concerns regarding Owner's operations or contracting.

No interference. The Certifier certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence Owner contracting decision or proceeding. The Certifier acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from Owner contracts, and otherwise penalized.

Survival. Expiration or termination of the contract for any reason does not release the Certifier from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, insurance, and rights and remedies upon termination.

Taxes. Purchases made for Owner's use are exempt from the State Sales Tax and Federal Excise Tax. Owner will furnish Tax Exemption Certificates upon request. The Certifier represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales, or excise taxes of the Certifier or its employees. Owner shall not be liable for any taxes resulting from the contract.

Accessible Technology. The Certifier expressly acknowledges that Owner's funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, the Certifier represents and warrants to Owner that the technology provided to Owner for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means

a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

Termination for Convenience. Owner reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, if Owner determines that such termination is in the best interest of the Owner. In the event of such a termination, the Certifier must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Owner shall be liable for payments limited only to the portion of work Owner authorized in writing and which the Certifier has completed, delivered to Owner, and which has been accepted by Owner. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. Owner shall have no other liability, including no liability for any costs associated with the termination.

Trademarks. The Certifier hereby acknowledges and agrees that the trademarks remain the exclusive property of Owner, that all right, title and interest in and to the trademarks is exclusively held by Owner, and all goodwill associated with such trademarks inures solely to Owner.

Deceptive Trade Practices. The Certifier represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative or judicial forum, hearing or court and that the Certifier has not been found to be liable for such practices in such proceedings. The Certifier certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative or judicial forum, hearing or court and that such officers have not been found to be liable for such practices in such proceedings.

Use of Owner's Property. The Certifier is prohibited from using Owner Property for any purpose other than performing Services authorized under the contract. Owner Property includes, but is not limited to, Owner's real property, classroom or office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner – issued software, and the Owner Virtual Private Network (VPN client)), and any other resources or personal property of Owner. The Certifier shall not remove Owner Property. In addition, the Certifier may not use any computing device to access Owner's network or e-mail. The Certifier shall not perform any maintenance services on Owner Property unless the contract expressly authorizes such services. During the time that Owner Property is in the possession of the Certifier, the Certifier shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of Owner Property or damage beyond normal wear and tear and (ii) all charges attributable to the Certifier's use of Owner Property that exceeds the contract scope. The Certifier shall fully reimburse such charges to Owner within ten (10) calendar days of the Certifier's receipt of Owner's notice of amount due. Use of Owner Property for a purpose not authorized by contract

shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Owner under contract, at law, or in equity.

United States Iron and Steel. The Certifier warrants and represents any iron or steel produced through a manufacturing process and used in the Project will be produced in the United States unless the Owner has determined otherwise, as provided in Tex. Gov't Code §§ 2252.202, as amended.