



TEXAS FACILITIES COMMISSION

P. O. Box 13047

Austin, Texas 78711-3047

REQUEST FOR QUALIFICATIONS

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

**Professional Architectural Services and Related Professional
Services**

RFQ # PR-0004732

PROJECT # Various – to be determined

Posting Date: 04/22/2025

Submittal / Opening Date: 05/22/2025 @ 3:00 pm

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SECTION I - GENERAL

- 1) **SCOPE:** In accordance with the provisions of Texas Government Code (TGC), Chapter 2254, Subchapter A, Professional Services, and Rules and Procedures adopted by the Texas Facilities Commission (TFC), and in order to provide timely and cost-effective design and other specified services, TFC solicits through this Request for Qualifications (RFQ) Prime Professional Service Providers (PSPs) for *Indefinite Delivery Indefinite Quantity (IDIQ) Professional Architectural Services (ARCH) and Related Professional Services*. Original (initial) executed IDIQ contract agreements will state a not-to-exceed cap but shall have no monetary value due to the indefinite nature of the need for services and there is no guarantee of project assignment to the awarded PSPs. Award of an IDIQ contract agreement will not disqualify a PSP from responding to any future TFC project for which a project-specific Request for Qualifications may be issued. TFC anticipates an award to multiple firms from this RFQ.

See [Attachment D - Professional Services Agreement](#) for more information.

- 2) **CONTRACT TERM:** It is the intention of TFC to award multiple Contracts for full prime professional services during the term.
 - a) IDIQ contract agreements will be effective from the date of execution through August 31, 2027.
 - b) IDIQ contract agreements will include a single, two-year option to renew for the period September 1, 2027, through August 31, 2029.
 - c) TFC may request an extension not to exceed three (3) months for purposes of re-solicitation and for no other purpose.
 - d) Any extension or renewal of this Contract shall be implemented by an amendment to the Contract signed by both parties and shall be subject to the provisions, terms and conditions of this Contract including any TFC approved changes.
- 3) **STATE FUNDING:** Consistent with relevant provisions of Attachment D, any contract agreement resulting from this RFQ solicitation is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the General Appropriations Act, state agency consolidations, or any other disruption of current funding or appropriations, provisions for term, suspension and termination in Attachment D shall apply.
- 4) **AGENCY POINT OF CONTACT:** The contact listed below shall be the sole point of contact during this solicitation. Any discussions regarding this solicitation with other agency personnel or TFC contractors, or sub-contractors may be grounds for disqualification.
 - A) **Primary Contact:**
 - a. **Purchaser Name:** Omar Casas, CTCM, CTCD

- b. Purchaser Phone: 512-463-1861
- c. Purchaser Email: omar.casas@tfc.texas.gov

B) Secondary Contact:

- a. Purchaser Name: James Gonzalez, CTCM, CTCD
- b. Purchaser Phone: 512-936-0647
- c. Purchaser Email: james.gonzalez@tfc.texas.gov

5) **DEFINITIONS:**

- a) Addendum: A modification of the specifications issued by TFC.
- b) Electronic State Business Daily (ESBD): the designated website where state agencies, universities, and municipalities post formal solicitations (over \$25K), addenda to posted solicitations, and awards. The link to the ESBD is
<http://www.txsmartbuy.gov/esbd>
- c) Good Faith Effort: Effort required by vendors when completing the HUB Subcontracting Plan, which demonstrates the Respondent has completed one of the following for the planned subcontracting needs: A) Using strictly HUBs for all subcontracting needs, B) Meeting stated agency goal for HUB subcontracted needs using both HUB and Non-HUB vendors, C) Performing “Traditional Good Faith Effort” of notifying two minority/women trade organizations and soliciting bids from three HUBs for each subcontracting opportunity, and allowing seven business days for response, D) Self-Performing Contract (performing all work with own materials and labor), or E) Utilizing a Mentor Protégé relationship (a formal agreement that is recognized by the State of Texas Comptroller of Public Accounts. For a listing of Mentor Protégé agreements click on link:
<https://mycpa.cpa.state.tx.us/mentorprotege/ctg/menproPairs/>
- d) HUB Subcontracting Plan (HSP): The Historically Underutilized Business (HUB) Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code (TGC) and by Title 34, Part 1, Chapter 20, Subchapter D, §20.281- §20.298 of the Texas Administrative Code (TAC).
- e) Historically Underutilized Business (HUB): A business who certified with the Comptroller of Public Accounts by meeting the following requirements: 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman, and/or United States Veteran with a minimum 20% Disability rating; is an entity with its principal place of business in Texas; and has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.
- f) Owner: The Texas Facilities Commission.

g) Project Manager: The individual designated by the Owner authorized to represent the Owner during the performance of the Contract.

SECTION II – DESCRIPTION OF SERVICES

- a) The majority of professional service needs are located in Austin for a variety of building/occupancy types. Minimal professional services may be needed across the State of Texas. Specific projects are likely to be identified with a scope that is predominately Professional Architectural in nature requiring the performance of a professional architectural firm as the Prime Professional Service Provider.
- b) Specific projects are likely to be identified with a broad scope requiring a full range of architectural, engineering and other professional services, as well as more narrowly defined design projects or advisory services with scopes that are predominately:
 - 1) Renovations,
 - 2) Alterations.
 - 3) Building system improvements.
 - 4) Texas Accessibility Standards (TAS) compliance and/or building code compliance,
 - 5) New construction, and
 - 6) Other scopes as may be necessary and that are traditionally performed by architects. Each project will be assigned to a PSP which will provide the required professional disciplines with its own forces or with qualified professionals subcontracted to the PSP. It is anticipated that most IDIQ assignments will be of a value less than \$100,000.

SECTION III INDEFINITE QUANTITY OF SERVICES

- a) The size and quantity of projects assigned to the successful PSP will vary depending on project need, schedule, PSPs workload, and availability of funding. It is anticipated that multiple PSPs will be contracted to provide professional services; however, there is no guarantee of the award of any assignments. Project-specific assignments will be made to PSPs identified as most qualified as the need occurs based on the PSP's respective area of expertise, experience, and ability to support the project with proper staffing in the geographic area of the project.
- b) The total value of the IDIQ contract is capped as per Commission policy, currently at \$750,000.00 for each term of the contract agreement. Failure of PSP to adequately perform contracted services for TFC will be cause for termination. Initiation of projects is based on need and funding. Project size and quantity have not been defined. Each PSP with an IDIQ contract may have a different volume or number of

project-specific assignments, if any, since need and available funding may vary. PSP services shall be offered with the understanding of full compliance with non-discrimination requirements of the State of Texas by the PSP.

SECTION IV – SCHEDULE OF EVENTS

1) **SCHEDULE OF EVENTS:** TFC reserves the right to change the dates shown below.

EVENT	DATE
Issue RFQ	04/22/2025
Mandatory Pre-Submittal Conference (OR)	05/06/2025 Tuesday, 10:00 AM
Mandatory Pre-Submittal Conference	05/07/2025 Wednesday, 10:00 AM
Deadline for Submission of Questions	05/14/2025
Deadline for Submission of Qualifications & HSP	05/22/2025 Thursday @ 3:00 PM
Notification to Interview	06/02/2025
 <u>If Interviews are NOT required by TFC</u>	
Award by Commission	07/07/2025
Execute Contract	08/04/2025
 <u>If Interviews are required by TFC</u>	
Interviews of short listed firms	06/14/2025
Award by Commission	07/07/2025
Execute Contract	08/04/2025

Per Texas Government Code Chapter 2166.203, The Texas Facilities Commission is using the RFQ 'Issue Date' as noted in the Schedule of Events above as the official 30 day notification requirement for an interview with a design professional firm. *If a pre-submittal conference is mandatory, it is recommended that at least two conferences be scheduled.

2) **MANDATORY PRE-SUBMITTAL TELECONFERENCES:** The mandatory pre-submittal conferences will be held on Tuesday, 05/06/2025, 10:00 AM and Wednesday, 05/07/2025, 10:00 AM. Pre-registration is required to participate in the teleconference. Respondents must have an employee of their firm attend at least one (1) of the two (2) scheduled pre-submittal teleconferences. TFC shall reject submittals submitted by firms that did not attend one of the mandatory pre-submittal conferences.

a) Pre-Registration is required

- b) Register in advance for the Tuesday, 05/06/2025 meeting with this link:
 - i) https://us02web.zoom.us/meeting/register/aFBRmNyrTjafRiv_3-cc9w
- c) Register in advance for the Wednesday, 05/07/2025 meeting with this link:

- i) <https://us02web.zoom.us/meeting/register/Rm-w2qddSoCxfGQ4l8MZGA>

SECTION V – SUBMITTAL REQUIREMENTS

Electronic Submissions:

- 1) **SUBMITTAL SUBMISSION:** TFC is using the electronic procurement system Bonfire. Respondents interested in submitting a response must register for a Bonfire account (no charge). Proposals shall be uploaded per instructions in Attachment G- Bonfire Submission Instructions prior to 3:00 PM on the date specified in the Schedule of Events through the Bonfire Portal at: <http://tfcstate.bonfirehub.com>. In order to ensure that all documents are submitted before the deadline, allow enough time to upload the documents into the portal. We recommend beginning the upload process one (1) day prior to the deadline date. Facsimile and email proposals are not acceptable responses to this RFQ.
- 2) **HUB SUBCONTRACTING PLAN SUBMISSION:** TFC is using the HUB Compliance Reporting System (B2G) as a resource tool to accept the HSP online. Respondents must register for a B2G account (No Charge). The HSP must be submitted through TFC's HUB Compliance Reporting System (B2G) at: <http://tfc.gob2g.com>, B2G Access Code: **4908202981**. See Attachment C –HUB Compliance Reporting System – Online Process Guide for instructions on how to submit the HSP.
- 3) **REQUIRED DOCUMENTS:** Respondents shall upload their qualifications through the TFC Bonfire portal link as specified in item 2 of Attachment G – Bonfire Submission Instructions. Requested documentation includes:
 - a) **Package 1 – Required Documentation:**
 - 1) Attachment A – Execution of Submittal
 - 2) Acknowledgement of Addenda
 - 3) Litigation History
 - 4) Attachment F – AP-152 Form, Comptrollers Application for Texas Identification Number.
 - b) **Package 2 – HUB Documentation**
 - 1) Proof of Submission of HSP through B2G System (Confirmation Email, Screen Print, Etc.)
 - c) **Package 3 – Scored Documentation**
 - 1) Company Information
 - 2) Attachment B – A/E Questionnaire Form

- 3) Relevant Experience and Qualifications
- 4) Proposed Methodology
- 5) Quality Assurance/Quality Control

- d) Organization: Document pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the submittal.
- e) File Format: File format shall be as indicated in Attachment G – Bonfire Submission Instructions
- f) Submittal Costs: Respondents to this RFQ are responsible for all costs of submittal preparation and delivery.

- 4) **CONTENTS**: Below is a summary of required information. TFC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the State. The Attachment A - Execution of Submittal, the Attachment B - A/E Questionnaire Form, and the HUB Subcontracting Plan shall be returned; failure to do so shall result in disqualification.
 - a) Company Information: <Pass/Fail> Including, but not limited to the following:
 - 1) Company description.
 - 2) Ownership information.
 - 3) Physical and Mailing addresses.
 - 4) Other company locations/offices.
 - 5) Primary contact.
 - 6) Office and mobile telephone numbers, and email of primary contact; and
 - 7) 11-Digit State of Texas Taxpayer Vendor Identification Number.
 - 8) Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the past five years.
 - 9) Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.
 - 10) Identify if your company is currently for sale or involved in any transaction to expand or become acquired by another business entity? If so, explain the impact both in organization and company direction.
 - 11) Indicate if your company has ever failed to complete a project or if a project was ever stopped in the middle of a project within the past five (5) years and if so, why.

12) Indicate if your company has had a contract terminated for default or convenience within the past five (5) years. If so, explain the circumstances and resolution.

b) Relevant Experience & Qualifications: <60 pts.>

1) Proposed Project Team:

- a) Provide an Organizational Chart for your proposed project team. If different teams will be used depending on region, identify which region for each team member.
- b) Provide names and résumés of management and key employees proposed for each project team and each person's responsibilities. Include the background and experience of these employees.
- c) Detail previous experience of team members working together on projects, and the firm's previous experience working with major subconsultants proposed for this project. A matrix format is recommended.
- d) Prior to award, final project teams must be submitted to TFC as a ***List of Key Personnel*** and shall be incorporated into the contract agreement (Attachment D) as **Exhibit D**.

2) Location:

- a) Identify the location or locations of your company's office that will directly support the Project. Indicate Texas Region supported by office(s).
- b) Explain how responsive service will be provided.

3) Relevant Experience: Complete and submit the Attachment B, A/E Questionnaire Form.

- a) Provide ten (10) most relevant projects completed within the past five (5) years, including project information such as construction budget, construction method (CMR, CSP, D-B), proposed project team members that were part of the project and their role on the project, and detailed scope of the project. Presented projects should demonstrate Respondent's experience with:
 - (i) Working with various levels of government including state, city, county, and other authorities having jurisdiction.
 - (ii) Experience working with multiple stakeholders including owner, G/C or CMR, 3rd party agents (site services engineer (SSE), construction materials testing (CMT), commissioning agents (CxA), test and balance (TAB), etc.).

- (iii) Other experience, expertise, and qualifications that distinguish you from others.
- (iv) More points will be allotted to projects within Austin or state of Texas.
- b) For the ten (10) most relevant projects presented above, Respondent shall demonstrate experience in meeting completion date schedules by providing the original duration and final duration on these five projects. Provide the location for each project. Provide appropriate explanation on the causation when a variance of 5% or more is experienced.
- c) For the same ten (10) most relevant projects completed within the last five years as above, Respondent shall demonstrate experience in maintaining budgets by providing the awarded budget and the final completion budget. Provide appropriate explanation on the causation when a variance of 5% or more is experienced.
- d) Provided projects should include:
 - 1) Small (\$50,000 to \$100,000) projects (3 Projects)
 - 2) Medium (\$100,000 to \$500,000) projects (3 Projects)
 - 3) Large (\$500,000 to \$2,000,000+) projects (4 Projects)
 - 4) Dollar amounts shown are construction budgets, not AE fees.
 - 5) Provide an initial budget and final budget for each project listed. Explain variances.

4) Minimum Qualifications:

- a) Out of State vendors doing business in Texas shall have a Certificate of Authority to do business in Texas. A copy of the certificate shall be submitted with the submittal.
- b) Negative responses and experiences from state client agencies, regulatory agencies, and TFC, which are familiar with firm's performance, depending on problems encountered, may be grounds for disqualification.
- c) In accordance with Texas Occupations Code Title 6, Subchapter I § 1001.405. Practice by Business Entity; Registration, all Engineering firms submitting a response to this request for Qualifications must maintain current "business entity registration" with the Texas Board of Professional Engineers and Land Surveyors concurrent with their submission of said response and, if selected, through the term of the Contract. Provide a copy of your company PELS Certificate of Registration with your response.
- d) In accordance with Texas Administrative Code Title 22, Part 1, Chapter 1, Subchapter G, Rule §1.124, Business Registration, all Architectural firms submitting a response to this Request for Qualifications must maintain current "business entity registration" with the Texas Board of Architectural Examiners concurrent with their submission of said response and, if selected,

through the term of the Contract. Provide a copy of your company TBAE Certificate of Registration with your response.

c) Proposed Methodology: <20 pts.> Provide an outline of your firm's process to implement the requirements of the RFQ Scope of Work into a finished project. Specifically, how will your firm approach and develop the various design challenges into one achievable, compliant and coherent project. This shall include, but not be limited to, the following:

- 1) Approach to A/E professional services with technically complicated scopes.
- 2) Meeting deadlines and requirements of various levels of state government, utility, and authorities having jurisdiction.
- 3) Coordination of complex projects incorporating multiple buildings and within existing occupied sites.
- 4) Coordination with City of Austin or other municipalities.
- 5) Working with SSE, CMR, Project Controls and other consultants and contractors.

d) Quality Assurance / Quality Control: <20 pts.>

- 1) Provide a description of your firm's quality assurance program. Provide the name and job title of the person in your organization who oversees your quality assurance program. TFC reserves the right to require a copy of your Quality Control Manual and Quality Assurance Processes, which, if contracted, will become a Contract document.
- 2) Respondent shall describe its quality requirements and means of measurement. Provide a process flow chart on how quality is maintained and achieved.
- 3) Respondent shall describe the firm's policy regarding establishing quality control processes similar to ISO 9000 and other in-place controls for adherence to budget, quality, safety and schedule.

e) Litigation History: <Pass/Fail>

- 1) Provide details of all past or pending litigation or claims filed against Respondent within the past five (5) years.
- 2) Respondents involved in litigation with owners or Architect/Engineer firms may be disqualified.

f) Attachment A, Execution of Submittal: Failure to sign and return the Execution of Submittal shall result in rejection of the response.

g) Addenda Acknowledgment: Receipt of all addenda to this RFQ should be acknowledged by returning a signed copy of each addendum signature page with the response. Any amendment to this procurement solicitation will be posted as an addendum on the ESBD. It is the responsibility of interested parties to periodically

check the ESBD for updates to the solicitation prior to solicitation submittal. Respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFQ.

h) **HUB Subcontracting Plan:** Submittal Requirements: In accordance with the Texas Government Code (TGC), Sections 2161.181-182 and Title 34, Part 1, Chapter 20, Subchapter D, §20.281- §20.298 of the Texas Administrative Code (TAC), the TFC shall make a Good Faith Effort to utilize HUBs in contracts for general services, construction services, professional and consulting services, and commodities contracts. Failure to complete and return the Attachment C, HUB Subcontracting Plan, shall result in rejection of the response. The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the following HUB utilization goals as specified in 34 TAC § 20.284:

- (a) 11.2% for heavy construction other than building contracts,
- (b) 21.1% for all building construction,
- (c) 32.9% for all special trade construction contracts,
- (d) 23.7% for professional services contracts,**
- (e) 26.0% for all other services contracts, and
- (f) 21.1% for commodities contracts

- 1) Statement of Probability: TFC has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Submittal. The awarded Respondent shall develop and administer an HSP as a part of the Respondent's Contract. **Failure to complete and submit the HUB Subcontracting Plan shall result in rejection of the response.**
- 2) As mandated by 34 TAC § 20.285 Respondents must submit an HSP that identifies all subcontracting items and complies with good faith effort requirements of the HSP, and in accordance with the Comptroller of Public Accounts HUB rules 34 TAC §20.285 (d).
- 3) Pursuant to TGC § 2161.252(B), the Texas Facilities Commission shall reject any response that does not include a fully completed HSP. An incomplete HSP is considered a material failure to comply with the solicitation requirements.
- 4) The HSP shall become a provision of the Contract between the awarded Respondent and TFC. The awarded Respondent can only change the HSP if (a) the Respondent complies with 34 TAC Section 20.285; (b) the Respondent provides its proposed changes to TFC for review; (c) TFC approves the Respondent's proposed changes to its HSP; and (d) TFC and the Respondent

amends their Contract by submitting a revised HUB Subcontracting Plan containing the changes approved by TFC.

- 5) If TFC determines that the Respondent failed to implement the HSP in good faith, TFC, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.285, (g) (5).
- 6) HUB subcontracting opportunities may be available in the following commodity class/item codes and descriptions: The list below contains the 'Class' (three-digit) and 'Item' (two-digit) codes of potential subcontracting trades for this solicitation. These codes are defined by the National Institute of Governmental Purchasing (NIGP). A complete listing of all NIGP Class & Item Codes can be found at: <https://comptroller.texas.gov/purchasing/nigp/>

CLASS-ITEM	DESCRIPTION
906-30	Fire Protection, Architectural Services
906-44	Heating; Ventilating, Air Conditioning – Architectural Services
906-52	Interior Design and Space Planning
906-58	Lighting (Interior, Exterior) – Architectural Services
906-66	Planning, Site (Installation and Project)
906-78	Security Systems – Architectural
907-38	Drafting Services
918-25	Compliance Consulting, American Disabilities Act (ADA)
925-33	Engineering Services, Professional
925-36	Engineering Services
925-39	Fire Protection Engineering
925-42	Foundation Engineering
925-56	Inspecting, Structural Engineering
925-67	Mechanical Engineering
925-88	Structural Engineering
966-18	Copying Services (Reproduction)

- 7) If assistance is needed in preparing the HUB Subcontracting Plan, potential Respondents may contact Yolanda Strey by email at HUB@tfc.state.tx.us
- 8) Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(2) and 20.287(b), TFC administers monthly HSP-PAR compliance monitoring through a HUB Compliance Reporting System commonly known as B2G. The successful Respondent and any subcontractors must submit required PAR information into the B2G system. Any delay in the timely submission of PAR information into the B2G system will be treated as an invoicing error subject to dispute under Tx. Gov't Code Section 2251.042.

- i) Attachment F, AP-152 Form: Respondent will fill out form and submit with response.

4) **INQUIRIES**

- a) All inquiries shall be submitted through the Bonfire Portal as specified in Attachment G – Bonfire Submittal Instructions.
- b) All inquiries will result in written responses with copies posted to the ESBD at: <http://www.txsmartbuy.gov/esbd> and the Bonfire Portal.
- c) Any Respondents finding discrepancies between the provided documents, or in doubt as to their exact meaning, shall notify TFC at once. TFC may then, as an option, issue addenda clarifying the same. TFC is not responsible for oral instructions or for misinterpretation of the drawings and specifications.
- d) Upon issuance of this RFQ, beside written inquiries as described above, other employees and representatives of TFC and the using agency will not answer questions or otherwise discuss the contents of the RFQ with any potential Respondent. This restriction does not preclude discussions with TFC for the purpose of conducting business unrelated to this submittal. Failure to observe this restriction may be grounds for disqualification.

5) **SUBMISSION DEADLINES**

- a) Submittals shall be uploaded via the Bonfire link in Attachment G – Bonfire Submission Instructions by 3:00 PM on the date specified in the Schedule of Events above. In order to ensure that all documents are submitted before the deadline, TFC recommends beginning the upload process well in advance of the deadline to allow enough time to upload the documents into the Portal.
- b) Follow the submittal instructions specified in the Attachment G – Bonfire Submission Instructions.
- c) Facsimile and email submittals are not acceptable responses to the RFQ.
- d) Respondents having difficulty using the Bonfire portal should contact support using the contact information within Attachment G – Bonfire Submission Instructions. If unable to upload the documents to the Bonfire Portal, contact the Purchaser prior to the deadline to make alternate arrangements. Failure to contact the Purchaser prior to the deadline will result in deeming submittal non-responsive or late.
- e) TFC will not consider any submittal that bears a copyright. As a state agency, TFC will strictly adhere to the requirements of Chapter 552 of the Texas Government Code (the "Texas Public Information Act") regarding the disclosure of public information. As a result, by participating in this solicitation process Respondent acknowledges that all information, documentation, and other materials submitted in

response to this solicitation may be subject to public disclosure under the Texas Public Information Act. TFC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. TFC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents. If it is necessary for Respondent to include trade secrets or proprietary or otherwise confidential information in its submittal, Respondent must clearly mark in bold red letters the term "CONFIDENTIAL" using at least 14 point font, on that specific part or page of the submittal which Respondent believes to be confidential. All submittals and parts of submittals that are not marked confidential will be automatically considered to be public information. Should trade secrets or proprietary or otherwise confidential information be included in the submitted electronic copy as referenced above, Respondent should mark the medium with the word "CONFIDENTIAL." If TFC receives a public information request seeking information marked by Respondent as confidential, Respondent will receive notice of the request as required by the Texas Public Information Act. If TFC receives a public information request for submittals and parts of submittals that are not marked confidential, the information will be disclosed to the public as required by the Texas Public Information Act.

6) **RECEIPT OF SUBMITTALS**

- a) Submittals will be received until the date and time established for receipt, then the portal will close. Only the names of the Respondents will be made public. Tabulations will not be divulged until after contract award.
- b) All submittals shall become the property of the State of Texas after the deadline/opening date.
- c) Submittal shall constitute an offer for a period of ninety (90) days or until selection is made by TFC.

SECTION VI - EVALUATION AND AWARD

- 1) It is the intent of TFC to award one or more contracts to the Respondent(s) whose qualifications are considered to be 'most qualified' for the services solicited in this RFQ.
- 2) TFC reserves the right to make a determination to cancel the solicitation and not make a recommendation for an award.
- 3) An evaluation committee will be established to evaluate the submittals. The committee will include employees of TFC and may include other impartial individuals who are not TFC employees. By submitting qualifications in response to this RFQ, the Respondent accepts the solicitation and evaluation process and acknowledges and accepts that

scoring of the submittals may involve some subjective judgments by the evaluation committee.

4) The evaluation committee will evaluate and score each submittal based on the following criteria:

Criteria	Weight
Company Information	Pass/Fail
Relevant Experience and Qualifications	60 points
Proposed Methodology	20 points
Quality Assurance/Quality Control	20 points
Litigation History	Pass/Fail
HUB Subcontracting Plan	Pass/Fail
Total	100 points

5) When considering vendor qualifications, TFC reserves the right to set a minimum requirement regarding the weighted criteria listed in paragraph 4 above.

6) The evaluation committee will determine if interviews/discussions are necessary. Award of a contract may be made without interviews/discussions if in the best interest of the state. The evaluation committee may determine that discussions are necessary to clarify or verify a written submittal. TFC may, at its discretion, elect to have Respondents provide oral presentations/interviews of their submittal. Scoring of the interview shall replace the initial scoring of the submittal. The following will be expected during an interview:

- a short presentation detailing company history and projects relevant to the current project, and confirmation of information presented in the submittal.
- Attendance by team members assigned to the project to represent themselves as to their relative experience and proposed involvement in the project. Representation by the Project Manager is essential in this interview.
- An agenda for the interview will be provided by TFC requiring an elaboration of company relevant experience, proposed methodology, and quality program for the Project.

7) Giving priority in order of the ranking determined by the scores, TFC will undertake to negotiate a professional architectural/engineering agreement with the firm which is evaluated as the highest scoring firm, deemed the most qualified for the project. If the agreement cannot be executed, the negotiations will be formally terminated and TFC will attempt to negotiate an agreement with the next firm in order of scoring until an agreement is reached or the list is exhausted, upon which the solicitation will be cancelled and may be re-issued.

8) In evaluating submittals, TFC may consider information related to past contract performance of a Respondent including, but not limited to, the Vendor Performance

Tracking System, available at <http://www.txsmartbuy.gov/vpts>. Prior work performance with TFC, and other State agencies or governmental entities which are familiar with a Respondent's performance, depending on problems encountered, may be grounds for disqualification.

SECTION VII – POST SUBMITTAL REQUIREMENTS

- 1) **ADDITIONAL DOCUMENTATION FROM SELECTED FIRM:**
 - a) Professional liability insurance in a minimum amount of \$1,000,000 and other standard business insurance coverage, as may be required by the Contract.
 - b) Respondent shall be required to file a Disclosure of Interested Parties, Form 1295 with the Texas Ethics Commission.
 - c) Execution of an appropriate professional services contract.
- 2) **RIGHT TO AUDIT:** Vendor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TFC or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Vendor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.
- 3) **PUBLIC DISCLOSURE:** News or social media releases pertaining to this RFQ or the services, study, data, or project to which it relates shall not be made without TFC's prior written authorization. In the exercise of TFC's sole and absolute discretion, any breach by the Respondent may result in the disqualification of response or cancellation of this RFQ and the disqualification of the Respondent to respond to any re-solicitation.
- 4) **PROTESTS:** Protests filed in accordance with this solicitation shall be governed by TAC Title 1, Administration, Part 5 Texas Facilities Commission, Chapter 111 Administration, Subchapter C Complaints and Dispute Resolution, §111.32 Protests/Dispute Resolution/Hearings.
- 5) **ORDER PRECEDENCE:** In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Amendments to the Contract (or Notice of Award), Signed Contract (or Notice of Award), Request for Qualifications, and Respondent's Response to Request for Qualifications.

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ATTACHMENT A - EXECUTION OF SUBMITTAL

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR SUBMITTAL. FAILURE TO DO SO SHALL RESULT IN DISQUALIFICATION OF THE SUBMITTAL.

By signature hereon, the respondent affirms that:

RESPONDENT AFFIRMATIONS:

1. Having carefully reviewed the RFQ, the Contract, and all other Attachments, as well as the premises and conditions affecting the work, if selected, Respondent hereby agrees to enter into negotiations with TFC and if agreement is reached, furnish all required documents, furnish required proof of insurance, and execute the Attachment D – Professional Services Agreement.
2. **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, Respondent 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.
3. **False Statements:** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response 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 Response and any resulting contract.
4. **Buy Texas Affirmation:** In accordance with Section 2155.4441 of the Texas Government Code, Respondent 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.
5. **Dealings with Public Servants Affirmation:** Respondent 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, or service to a public servant in connection with the submitted response.
6. **Antitrust Affirmation:** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
7. **Texas Bidder Affirmation:** Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
8. **Financial Participation Prohibited:** Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from Agency to participate in the preparation of the

specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response 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.

9. **Executive Head of a State Agency Affirmation:** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the TFC (2) a person who at any time during the four years before the date of the contract was the executive head of the TFC, or (3) a person who employs a current or former executive head of the TFC.
10. **Former Agency Employees:** In accordance with Section 2252.901 of the Texas Government Code, Respondent represents and warrants that for professional services contracts as described by Chapter 2254 of the Texas Government Code, if a former employee of TFC was employed by Respondent within one year of the employee's leaving the agency, then such employee will not perform services on projects with Respondent that the employee worked on while employed by TFC.
11. **Employment Restrictions for Former Employees:** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of TFC who during the period of state service or employment participated on behalf of TFC in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with TFC ceased.
12. **Foreign Terrorist Organizations:** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
13. **Human Trafficking Prohibition:** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response 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.
14. **Prior Disaster Relief Contract Violation:** Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response 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.
15. **Fraud, Waste, or Abuse:** Respondent understands that TFC does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the TFC Office of Internal Audit at 1-512-

463-1069 and the State Auditor's Office at 1-800-TX-AUDIT (892-8438).

16. **Deceptive Trade Practices:** Unfair Business Practices: Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent 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 hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
17. **Public Information Act:** Respondent understands that Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State 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 State.
18. **Employment of Lobbyist:** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
19. **Disclosure of Interested Parties:** Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Execution of Submittal apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation. Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to Agency a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
20. **Debts and Delinquencies Affirmation:** Respondent agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
21. **Texas Corporate Franchise Tax Certification:** Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
22. **Contracting Information Responsibilities:** In accordance with Section 552.372 of the Texas Government Code, Respondent agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the TFC for the duration of the contract, (2) promptly provide to the TFC any contracting information related to the contract that is in the custody or possession of the Respondent on request of the TFC, and (3) on termination or expiration of the contract, either provide at no cost to the TFC all contracting

information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the TFC. 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 Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

23. **Cybersecurity Training:** If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to the TFC pursuant to and in accordance with Section 2054.5192 of the Government Code.
24. **Disaster Recovery Plan:** Upon request of Agency, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
25. **Excluded Parties:** Respondent 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.
26. **Suspension and Debarment:** Respondent certifies that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>. Prior to awarding state funds for goods and/or services rendered, TFC will conduct a required search of your firm using the Federal System for Award Management (SAM). This is a Federal government-maintained database that records and tracks organizations either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list.
27. **E-Verify Program:** Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
 1. all persons employed by Respondent to perform duties within Texas; and
 2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.
28. **Excess Obligations Prohibited:** Respondent understands that all obligations of TFC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by TFC.
29. **Child Support Obligation Affirmation:** Under Section 231.006(d) of the Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code, must include in the Response the names of each person with at least 25% ownership of the business entity submitting the Response. If selected for award, Respondent shall provide TFC Procurement the Social Security number(s) of the individual(s) listed below.

Firm Owner(s), Partners, Sole Proprietors, Share Holder(s) of
twenty-five percent (25%) interest or more:

Name: _____ Name: _____
Name: _____ Name: _____

30. **Entities that Boycott Israel:** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

31. **Damage to Government Property:** In the event of loss, destruction or damage to any TFC or State of Texas property by Respondent or Respondent's employees, agents, subcontractors, and suppliers, Respondent shall be liable to TFC and the State of Texas the full cost of repair, reconstruction or replacement of the lost, destroyed or damaged property. Respondent will reimburse TFC and the State of Texas for such property damage within ten (10) calendar days after Respondent's receipt of TFC's notice of amount due.

32. **Change in Law and Compliance with Laws:** Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Agency reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

33. **No Conflicts of Interest:** Respondent has disclosed in writing to TFC all existing or potential conflicts of interest relative to the performance of the contract. Any existing or potential conflicts of interest shall be disclosed and attached to this Execution of Proposal.

34. **COVID-19 Vaccine Passport Prohibition:** Respondents certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make respondent ineligible for a state-funded contract.

35. **Energy Company Boycotts:** If Respondent is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

36. **Firearms Entities and Trade Associations Discrimination:** If Respondent is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

37. **Executive Order GA-48:** Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

- 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

38. **Terms and Conditions Attached to Response:** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

39. **Vendor Contact Information:** Respondent shall provide the contact information (including name, address, phone number and email address) of the individual who will be the Vendor Point-of-Contact and is authorized to sign the contract on behalf of the respondent.

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

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

RESPECTFULLY SUBMITTED:

Legal Entity Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Telephone: _____

Respondent's Corporate Charter No.: _____

*Texas Identification Number (TIN)

If a Corporation, attach a corporation resolution or other official corporate documentation, which states that person signing this proposal is an authorized person to sign for and legally bind the corporation.

*The Texas Identification Number if the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. Enter this number in the space provided above. If this number is not known, complete the following:

Enter your Federal Employer's Identification Number _____

Sole owner shall also be required to submit Social Security Number upon award.

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ATTACHMENT B - A/E QUESTIONNAIRE FORM

Posted on the ESBD

ATTACHMENT C – HUB COMPLIANCE REPORTING SYSTEM – ONLINE PROCESS GUIDE

B2G Access Code: **4908202981**

Posted on the ESBD

ATTACHMENT D – PROFESSIONAL SERVICES AGREEMENT

Posted on the ESBD

2015 Uniform General Conditions (Document #5C), Supplementary General Conditions (Document #5D), and the A/E Guidelines (Document #18) can be obtained electronically at the TFC website:

<http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>

ATTACHMENT E – TFC CRIMINAL BACKGROUND CHECK AND APPLICATION GUIDELINES

The guidelines can be obtained electronically at the TFC website:

<http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>

(Document #5E)

ATTACHMENT F – AP-152 Form.

(Posted on the ESBD)

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ATTACHMENT G – BONFIRE SUBMISSION INSTRUCTIONS

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Package 1 Required Documentation	File Type: PDF (.pdf)	Multiple	Required
Package 2 HUB Documentation	File Type: PDF (.pdf)	Multiple	Required
Package 3 Scored Documnetation	File Type: PDF (.pdf)	Multiple	Required

Commodity Codes

Commodity Set	Commodity Code	Title	Description
NIGP	90630	Fire Protection, Architectural Services	
NIGP	90644	Heating; Ventilating; Air Conditioning, Architectural Services	

Commodity Set	Commodity Code	Title	Description
NIGP	90652	Interior Design, Decorating, Space Planning, Exhibits and Displays	
NIGP	90658	Lighting, Interior, Exterior, Architectural Services	
NIGP	90666	Planning, Site, Installation and Project	
NIGP	90678	Security Systems; Intruder and Smoke Detection, Architectural Services	
NIGP	90738	Drafting Services	
NIGP	91825	Compliance Consulting, Including American Disabilities Act (ADA)	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://tfcstate.bonfirehub.com/opportunities/183573>

The Question period for this opportunity starts Apr 22, 2025 2:00 PM CDT. The Question period for this opportunity ends May 14, 2025 11:30 PM CDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 22, 2025 3:00 PM CDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Texas Facilities Commission uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

