



Texas Southmost College

TRADITION • INNOVATION • OPPORTUNITY

REQUEST FOR QUALIFICATIONS

“Architect/Engineer Professional Services”
Project: Campus Wide Roof Renovations

TSC RFQ 17-06

Submission Date:
December 15, 2016

Purchasing Office, Tandy 110, 80 Fort Brown, Brownsville, Texas 78520
Phone: 956-295-3426, Fax: 956-295-3408
purchasing@tsc.edu

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REQUEST FOR COMPETITIVE SEALED PROPOSALS

December 2016

SECTION 1 – GENERAL REQUIREMENTS

1.1 **GENERAL:** Texas Southmost College (“TSC”/”College”) is soliciting qualifications (“Proposals”) from qualified contractors/companies (“Respondents”) to provide Architect/Engineer Professional Services for the design and engineer of Campus Wide Roof Renovations, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals. This Request for Qualifications (“RFQ”) provides Respondents with the information necessary to prepare and submit Proposals for consideration by the College.

1.2 **COLLEGE’S HISTORICAL BACKGROUND:** TSC was initially created in 1926 as The Junior College of the Lower Rio Grande Valley. In 1931, the college name was changed to the Brownsville Junior College and then to TSC in 1949. The main campus is located in Brownsville, Texas and occupies the site of old Fort Brown, a National Historic Site with buildings dating from the 1850’s.

In 1973, TSC offered space on its campus to establish a four-year extension program in Brownsville with Pan American University (now the University of Texas of the Rio Grande Valley in Edinburg, Texas). On September 1, 1991, TSC and The University of Texas-Pan American at Brownsville combined their educational functions with The University of Texas at Brownsville (“UTB”). This entity was created as an upper-division university by the Texas Legislature in May 1991 and was authorized to enter into a partnership agreement with TSC. This resulted in the creation of The UTB/TSC Partnership.

On November 10, 2010, the Board of Regents of the University of Texas System (UTS) voted to terminate the Partnership Agreement. In February 2011, the TSC Board of Trustees approved a motion, whereby TSC would become an autonomous institution and efforts began to develop a model and create legislation.

The Texas Legislature approved legislation to provide for the dissolution of the existing partnership agreement, ending on or before August 31, 2015, to the extent necessary to ensure accreditation.

TSC started classes in August 2013 and developed independent operations for services to the campus. Accreditation from the Southern Association of Colleges and Schools (SACS) was obtained in January 2016.

1.3 **INQUIRIES AND INTERPRETATIONS:**

1.3.1 Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by the College as an addendum and faxed or mailed to all parties recorded by the College as having received a copy of the RFQ. All

such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its Proposals.

- 1.3.2 Only those inquiries the College replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All Addendums, if any, can be obtained:

<http://tsc.edu/index.php/about/purchasingqx/vendor-information.html>

Bidders are responsible to obtain any addendums issued prior to the deadline from this website.

- 1.4 **SUBMITTAL DEADLINE:** College will accept Proposals until Thursday, December 15, 2016 at 2:00 p.m. local time. Proposals in print format shall be submitted to the TSC Purchasing Office located at Tandy 110; 80 Fort Brown; Brownsville, Texas 78520 in attention to Ms. Patricia G. Saldivar, Coordinator of Purchasing. Subsequently, proposals will be read aloud in Tandy 109 of the Fort Brown Campus at 3:15 p.m. local time. A non-mandatory pre-proposal conference is scheduled for Friday, December 9, 2016 at 4:00 p.m. at the Tandy 109 Conference Room.

- 1.5 **OPEN RECORDS:** TSC considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). Notwithstanding the foregoing, disclosure of information related to this solicitation shall be made only after a contract is award.

- 1.6 **SUBMISSION OF PROPOSALS:**

- 1.6.1 Submit three (3) copies of the Proposal in print format and one (1) copy of the Proposal in electronic format, including any supplemental material referenced within the Proposal. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy (print format) original Bid.

- 1.6.2 Proposal(s) must be received on or before the time and date specified above to the point-of-contact identified below. College delivery hours are from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during holidays and other College closures.

- 1.6.3 Late Proposals will be returned to the Respondent unopened.

- 1.6.4 The College will not accept Proposals delivered by telephone, email or facsimile (fax).

- 1.6.5 Submittals properly received will not be returned to Respondents.

- 1.7 SUBMITTAL DOCUMENTS: The following documents, at minimum, must be filled out, signed by an authorized representative, and returned as part of the proposal submittal:

Exhibit A – ANTI-COLLUSION CERTIFICATION

Exhibit B – EXECUTION OF OFFER

Exhibit C – CONFLICT OF INTEREST QUESTIONNAIRE

*Third Party Vendor/Subcontractor List – The bidder shall provide a list of third party vendor if applicable.

- 1.8 POINT-OF-CONTACT:

1.8.1 The College requires that Respondents restrict all contact and questions regarding this RFQ to the individual named below.

1.8.2 Any questions or concerns regarding this Request for Proposal including terms and conditions, submission requirements, technical requirements and contract award shall be directed in writing to:

Patricia G Saldivar
Purchasing Office
Texas Southmost College
Tandy 110
80 Fort Brown
Brownsville, Texas 78520
Phone: 956-295-3423
Fax: 956-295-3408
patricia.saldivar@tsc.edu

1.8.3 It is TSC's intent to respond to all appropriate questions and concerns; however, TSC reserves the right to decline to respond to any question or concern.

- 1.9 EVALUATION OF PROPOSALS:

1.9.1 All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFQ, TSC alone will determine whether it is a candidate for further consideration.

1.9.2 The purchasing requirements of Education Code 44.031 do not apply to a contract for professional services rendered, including services of an architect, attorney, certified public accountant, engineer, or fiscal agent.

1.9.3 Professional Services will be procured in accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A; Professional Services. Selection of the most highly qualified Respondent will be made on the basis of demonstrated competence and qualifications as determined by the College based upon the Qualifications submitted in response to this RFQ.

- 1.9.4 College representatives will evaluate Qualifications. All Qualifications will be evaluated, and the College may or may not invite one or more of the most highly qualified Respondents to attend a formal interview in Brownsville, Texas, before final ranking of the Respondents. The interview will allow the invited Respondents to further discuss their Qualifications with the College, and to respond to questions from the College.
- 1.9.5 All properly submitted proposals will be reviewed, evaluated, and ranked in consideration to the following selection criteria factors and weights in determining a selection:

	Selection Criteria Factors	Weights%
1	The reputation of the vendor and of the vendor's services.	15
2	The quality of the vendor's services.	15
3	The extent to which the services meet the College's needs.	25
4	The vendor's past relationship with the College.	25
5	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.	5
6	The total long-term cost to the College to acquire the vendor's services.	5
7	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.	5
8	Place of business (service area)	5
	TOTAL	100

1.10 CONTRACT AWARD PROCESS:

1.10.1 By submitting a Proposal in response to this RFQ, the Respondent accepts the Request for Qualifications and evaluation process and acknowledges and accepts that determination of the "best value" Respondent will require subjective judgments by TSC.

1.10.2 If the College awards a contract, it will award the contract to the respondent whose Proposal is considered to be the most advantageous to College and is determined to be the best qualified based on evaluation results. However, TSC Board of Trustees will have the final determination to award a contract.

1.11 RESERVATION OF RIGHTS:

1.11.1 TSC reserves the right to award one or multiple Proposals, reject any and all Proposals and re-solicit for new Proposals, or to temporarily or permanently abandon the Project.

- 1.11.2 TSC makes no representations, written or oral, that it will enter into any form of agreement with any respondent(s) to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

SECTION 2 – STATEMENT OF WORK:

- 2.1 PROJECT DESCRIPTION AND SCOPE: TSC wishes to select an Architect/Engineer for this project. The scope of the project will include providing a complete assessment of improvements required and to provide designs, specifications, and construction administration to repair and/or replace roofs on the following buildings: Oliveira Student Services Center, Raul Guerra ECC, Fort Brown Memorial Center – Lower Wings, Cavalry, Cortez Hall, Bookstore, Garza Gym, Music, and Science Engineering and Technology (SETB) Buildings. The scope of work will include but not limited to the analysis of roof repairs, replacement of valleys, flashing, downspouts, gutters, canopies, parapet walls, MP2 sealing, coping, shingles, sheet metal, vents, ducts, roof penetrations, roof equipment, parapet wall penetrations and other infrastructure improvements as needed. A forensic evaluation is required before proceeding with any roof designs and/or repairs.

Please refer to Exhibit I “Basic Services” for detailed description of required services.

SECTION 3 – PROPOSAL REQUIREMENTS

- 3.1 PART ONE: THE REPUTATION OF THE VENDOR AND OF THE VENDOR’S GOODS AND SERVICES. Reference checks are a part of TSC’s procedure for evaluation. Reference checks may be in writing or by telephone. The submission of reference information authorizes TSC to request release of information concerning related projects from the references provided. Provide a minimum of 3 references for any of the projects listed in response to part 3.3. The references should include:

*Institution/client’s name and representative name who served as the day-to-day liaison including telephone number and e-mail address.

- 3.2 PART TWO: THE QUALITY OF THE VENDOR’S GOODS OR SERVICES.

2.3.2 Provide a general statement of the company history including how many years in business, including legal name of firm. If the firm has multiple locations, TSC is primarily interested in the capabilities and experience of the office that will provide the majority of the required services to TSC.

2.3.2 Provide resumes of the Respondent’s team that will be directly involved in the project, including their experience with similar projects.

- 3.3 PART FOUR: THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE COLLEGE’S NEEDS.

3.3.1 Identify and describe the team past experience for providing services to higher education institutions, school districts, and/or other public entities that are most related to this project within the last ten (ten) years.

- *Provide institution name/client name
- *Representative name, contact information
- *Location
- *Project Name
- *Description of services provided
- *Years of service
- *Project Size

3.3.2 Respondent will delineate the service approach that will be implemented in providing the services as specified in the Statement of Work and Description of Services. Provide information as part of submission response to assure that Architect/Engineer will meet project milestones and that the project schedule(s) will be achieved in order to expedite design and construction. State any examples of achieving milestones on similar projects.

3.5 **PART FIVE: THE VENDOR'S PAST RELATIONSHIP WITH THE COLLEGE.**

2.5.1 Identify and describe the team's past experience for providing services for TSC and/or former University of Texas at Brownsville (UTB) projects within the last ten (10) years. Provide the following information for each project listed:

- *Project name
- *Representative name
- *Description of services provided
- *Years of service
- *Project size

3.6 **PART SIX: THE IMPACT OF THE ABILITY OF THE COLLEGE TO COMPLY WITH LAWS AND RULES RELATING TO HISTORICALLY UNDERUTILIZED BUSINESSES.** Please indicate if the company is a Historically Underutilized Business (HUB) vendor certified by the State of Texas or if it is a minority-female owned business. If so, provide percentage of ownership.

3.7 **PART SEVEN: THE TOTAL LONG-TERM COST TO THE COLLEGE TO ACQUIRE THE VENDOR'S GOODS OR SERVICES.** Describe your warranty service support philosophy and warranty service implementation plan for this project.

3.8 **PART EIGHT: FOR A CONTRACT FOR GOODS AND SERVICES, OTHER THAN GOODS AND SERVICES RELATED TO TELECOMMUNICATIONS AND INFORMATION SERVICES, BUILDING CONSTRUCTION AND MAINTENANCE, OR INSTRUCTIONAL MATERIALS, WHETHER THE VENDOR OR THE VENDOR'S ULTIMATE PARENT COMPANY OR MAJORITY OWNER HAS ITS PRINCIPAL PLACE OF BUSINESS IN THIS STATE OR EMPLOYS AT LEAST 500 PERSONS IN THIS STATE.** Please provide number of employees in the State of Texas.

- 3.9 PART EIGHT: PLACE OF BUSINESS (SERVICE AREA). Please provide address of principal place of business, address of office or offices that would be providing services to TSC (if different).

SECTION 4 – FORMAT

- 4.1 PAGE SIZE, BINDING, DIVIDERS, and TABS: Submittals should be on letter-size (8-1/2"x11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS. Preprinted material should be referenced in the submittal and included as labeled attachments. Each part of the Proposal should be separated by use of a divider sheet with an integral tab for ready reference. Tabs should be identified in accordance with the parts under Section 3 – Proposals Requirements and other documents listed in the submission checklist.
- 4.2 TABLE OF CONTENTS: All submittals should include a Table of Contents for the Proposal and page numbers for each part of the Proposal as well as any separate attachments. Supplementary information not required by Section 3 – Proposal Requirements should be clearly identified in the Table of Contents and provided as a separate part.

SECTION 5 – PROJECT SCHEDULE:

- 5.1 RFQ Process (tentative)
Newspaper Advertisements: December 2nd and December 9, 2016
Pre-Proposal Conference: December 9, 2016
Submission Deadline: December 15, 2016
Estimated Contract Award: January 2017
- 5.2 Estimated Competitive Bid Process for General Contractor (tentative)
Solicitation Date: February 2017
Pre-Submission Conference: February 2017
College receives Bids: February 2017
College awards Contract: March 2017

SECTION 6 – CONTRACT TERMS:

- 6.1 TERM OF CONTRACT: Contract terms will be negotiated with the selected firm (s) and will be dependent upon the agreed scope of work.
- 6.2 PRICE: To be negotiated based on Exhibit H. "Fee Schedule".
- 6.3 CANCELLATION PROVISIONS
- 6.3.1 TSC shall have the right to terminate the contract upon thirty (30) days' written notice to Contractor if Contractor is in default.

- 6.3.2 The College may cancel the contract should the present or any future Board of Trustees not appropriate funds in any fiscal year for the payments required by this agreement. No penalty shall be assessed against the College in the event of any such non-appropriation. In the event of non-appropriation, the College shall give the successful Proposer advance written notice before cancellation of the contract, and the College shall not be obligated to make any payments beyond the end of the fiscal year.

SECTION 7 – PROJECT BUDGET AND ANTICIPATED REIMBURSABLE EXPENSES:

7.1 PROJECT BUDGET: It will be the Architect/Engineer's responsibility to make sure that the project design and scope will be achieved within the designated Construction Cost Limitation.

7.2 ANTICIPATED REIMBURSABLE EXPENSES: Not applicable. Travel, lodging, meals and normal expenses incurred the course of duties during planning and implementation will not be reimbursed with the prior approval by College in writing and must contain all required documentation requested by College to be considered for reimbursement.

SECTION 8 – GENERAL TERMS AND CONDITIONS: These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or contract resulting from this Request for Proposals.

- 8.1 TITLE AND RISK OF LOSS: The title and risk of loss for goods delivered under this contract, if any, shall not pass to TSC until it actually receives, takes possession and accepts the goods at the point or points of delivery.
- 8.2 ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and/or services performed under this Contract shall be to the satisfaction of TSC and in accordance with the specifications, terms, and conditions of the Contract.
- 8.3 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless TSC, its officers, employees, and agents harmless from and against all claims of any nature or kind arising out of or caused from the performance of services, or provision of goods, by the Contractor pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the contractor.
- 8.4 COMPLIANCE WITH LAW: Contractor is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, and all other applicable laws and regulations.
- 8.5 PAYMENTS: Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with the State of Texas Prompt Payment Act, Chapter 225 of the Government Code.

- 8.6 **CONTRACT AMENDMENTS:** The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties.
- 8.7 **INDEPENDENT CONTRACTOR STATUS:** Contractor agrees that it is engaged as an independent contractor and acknowledges that TSC will have no responsibility to provide benefits normally associated with an employer-employee relationship. Contractor agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TSC.
- 8.8 **NON-DISCLOSURE:** Contractor and TSC acknowledge that they or their employees may, in the performance of this contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether directly or indirectly affiliated with Contractor or TSC, unless required by law.
- 8.9 **PUBLICITY:** Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSC's name in connection with any sales promotion or publicity event without the prior express written approval of TSC.
- 8.10 **SEVERABILITY:** If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 8.11 **FORCE MAJEURE:** If either TSC or Contractor is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages.
- 8.12 **GOVERNING LAW:** This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.
- 8.13 **ASSIGNMENT:** The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TSC.
- 8.14 **INSURANCE:** Contractor shall obtain and keep in effect during the term of this contract,

insurance coverage in the below listed types and amounts. As evidence of insurance coverage, Contractor shall furnish to TSC certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE	LIMITS
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$1,000,000 Ea. occurrence \$2,000,000 aggregate
C. Automobile Liability(owned/leased, non-owned, and hired)	
(1) Bodily Injury	\$1,000,000 Ea. Person \$1,000,000 Ea. Occurrence
(2) Property Damage	\$1,000,000 Ea. Occurrence

- 8.15 MINIMUM WAGE: TSC requires that all employees of prime and subcontractors who bid for, and perform contractual work for TSC receive a living wage consistent with human dignity and the needs of life. TSC policy requires that the contractor pay all employees' wages at least **\$8.50** per hour as per Resolution in Support of a Living Wage Requirement for Those Employed By, and Those Doing Business With, TSC. Resolution passed by the Board of Trustees on September 30, 2009.

EXHIBITS

Exhibit A

PROPOSAL FORM

To: Patricia G. Saldivar
Coordinator of Purchasing
Texas Southmost College
Tandy 109
80 Fort Brown St.
Brownsville, Texas 78520

Note: Mark outside of envelope,

Proposal For:

“Architect/Engineer Professional Services for Campus Wide Roof Renovations”

I have received Addenda No. (s) _____, and I have included their provisions in my bid. I have examined both the documents and the site (if applicable).

In submitting this proposal, I certify that _____ (Name of Individual/Firm) has not been found guilty in a judicial or state administrative agency proceeding for unfair business practices within the year preceding the date of this statement.

I further certify that I, or any officer of _____ (name of individual/firm), has not served within the past years as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practice.

Respectfully submitted,

By: Signature and Title

Firm

Date

Address

City

State

Phone Number

Email address

Exhibit B

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Proposer certifies that:

1. This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other proposer competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

By: Signature and Title

Firm

Date

Exhibit C

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL WILL RESULT IN THE REJECTION OF THE PROPOSAL.

2.1 By signature hereon, Proposer represents and warrants the following:

- 2.1.1 Proposer acknowledges and agrees that (1) this RFQ/BID is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFQ/BID will not create a contract between Texas Southmost College (TSC) and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFQ/BID; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFQ/BID.
- 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
- 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
- 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
- 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFQ/BID and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
- 2.1.6 If selected by TSC, Proposer will not delegate any of its duties or responsibilities under this RFQ/BID or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
- 2.1.7 If selected by TSC, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
- 2.1.8 All statements, information and representations prepared and submitted in response to this RFQ/BID are current, complete, true and accurate. Proposer acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by the College, Proposer will notify College immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.9 Proposer will defend with counsel approved by TSC, indemnify, and hold harmless, The College, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFQ/BID.
- 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFQ/BID may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

2.2 By signature hereon, Proposer offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFQ/BID.

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFQ/BID, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

- 2.7** By signature hereon, Proposer certifies as follows: "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFQ/BID may be terminated if this certification is inaccurate."
- 2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers, or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of the College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Proposer has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.9** By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFQ/BID. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 210** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 211** By signature hereon, Proposer represents and warrants that all products and services offered to College in response to this RFQ/BID meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFQ/BID.
- 212** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer.

213 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFQ/BID No.: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

Exhibit D

BID TERMS AND CONDITIONS

1. BID REQUIREMENTS:

- 1.1 Bid proposal must be properly identified with a Bid Invitation No. and Opening Date. Bids must be time-stamped at Texas Southmost College, 80 Fort Brown St., Brownsville, TX 78520 on or before opening date and time shown on other side of this form. Late bids will not be considered.
- 1.2 Bids should be quoted F.O.B. Destination. If otherwise, bidder will show exact cost to deliver. Bid unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Bid prices will be considered firm for acceptance within 90 days after the bid opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Bidder will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the bidder's prices quoted.
- 1.3 College is exempt from State Sales Tax and Federal Excise Tax. Do not include in bid. Tax Exemption Certificate furnished upon request.
- 1.4 College reserves the right to accept or reject all or part of any bid, waive any formalities or technical inconsistencies, delete any requirement or specification from this invitation, or terminate this solicitation when deemed to be in College's best interest.
- 1.5 Facsimile bids, telephone bids and/or email bids are not acceptable in response to this invitation.
- 1.6 Bidder hereby assigns to College any and all claims for overcharges associated with any resulting contract arising under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973) and the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, at seq. (1967).
- 1.7 The Vendor ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Vendor ID number is not known, enter bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.005, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support.)
- 1.8 In case of tie bids, any award will be made pursuant to Texas Bldg. & Procurement Comm. Rule 1; T.A.C. Section 113.6 (b)(3)(8) (preferences).
- 1.9 Bidder shall not assign any resulting contractor Purchase Order without prior written approval from the College.
- 1.10 Substitutions will not be allowed after a proposal has been submitted for consideration.
- 1.11 Each sealed bid shall constitute an offer to the Board of Trustees, as outlined therein, and shall be irrevocable after the time announced for the opening thereof. TSC reserves the right to reject any and all bids and to waive informalities in bids and to resolve ambiguities in the District's favor.
- 1.12 **Public Works only: Each proposal shall include a cashier's check or certified check, or acceptable bidder's bond payable to the Owner in the amount of not less than 5% of the largest total of the bid submitted.**
- 1.13 **Public Works only: A payment bond in the amount of 100% of the full contract amount will be required on all contracts over \$25,000.**
- 1.14 **Public Works only: A payment performance bond in the amount of 100% of the full contract amount will be required on all contracts over \$100,000. If the bidder fails to execute the contract and provide satisfactory payment and performance bonds and insurance certificates within ten (10) days of the day on which bidder is notified that said proposal was accepted or Notice to Proceed is issued, the bid security shall be forfeited to TSC.**

1. SPECIFICATIONS

- 1.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this Invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Bids on

brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation, bidder will be required to furnish brand names, numbers, etc., as shown in the Invitation.

- 1.2 All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this Invitation. Verbal agreements to the contrary will not be recognized.
- 1.3 Bidder warrants fault free performance in the processing of data and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on this Invitation. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

2. DELIVERY

- 2.1 Bid should show the number of days required to deliver items to College's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days.
- 2.2 The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.
- 2.3 Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m.

3. BIDDER AFFIRMATION: BY SIGNATURE HEREON

- 3.1 Bidder affirms that it has not given or offered to give, and does not intend 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 bid. Failure to sign the bid may, and signing it with a false statement shall, void the submitted bid or any resulting contract and bidder will be removed from all bid lists.
- 3.2 Bidder affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the bidder and the College which could be construed as a conflict of interest.
- 3.3 Bidder certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code. Bidder acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 3.4 Bidder certifies that neither the bidder nor any firm, corporation, partnership or institution represented by bidder, or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws, or communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 3.5 Bidder has not received compensation for participation in the preparation of the specifications for this Invitation to Bid.
- 3.6 Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) bidder certifies that the individual or entity named in its bid is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.
- 3.7 Bidder agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support' that is owed to the State of Texas.
- 3.8 Bidder certifies, if awarded a contract, that bidder shall defend, indemnify, and hold harmless the Board of Trustees of Texas Southmost College, and all of their respective officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of bidder, or any agent, employee, subcontractor or supplier of bidder in the execution or performance of the contract.

Exhibit E

PURCHASE ORDER TERMS AND CONDITIONS

1. Except when issued to carry out a written agreement signed by Vendor and TSC, these Terms and Conditions constitute the entire agreement for the sale and purchase of the goods and/or services covered by this Purchase Order.
2. By acceptance of this Purchase Order, Vendor affirms that it has not given or offered to give, and does not intend 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 this Purchase Order. In addition, Vendor affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the bidder and the College which could be construed as a conflict of interest
3. The Vendor certifies that neither the Vendor nor any firm, corporation, partnership or institution represented by Vendor, or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws.
4. The Vendor agrees to protect, indemnify and hold harmless TSC from and against any claim, damage or liability arising out of or in connection with this Purchase Order, except to the extent that it is directly due to the negligent acts or omissions of any of the officers, employees or agents of TSC.
5. The Vendor certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code
6. The Vendor warrants that it will comply with all federal, State of Texas, and local laws and ordinances and regulations as applicable to its performance under this Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938 as amended, the Equal Employment Opportunity clauses prescribed by Executive Order 11246, as amended by Executive Order 11375, the Contract Work Hours and Safety Standards Act, the Americans with Disabilities Act of 1990 and Title VI of the Civil Rights Act of 1964 as amended.
7. The Vendor certifies that Public Liability Property Damage and Worker's Compensation Insurance will be carried for all personnel making deliveries to or performing services at College's premises.

SPECIFICATIONS

8. The Vendor warrants that the goods and/or services supplied to TSC will conform to the specifications, drawings or other referenced description upon which this Purchase Order is based. In the event of a conflict between the specifications, drawings and description, the specifications should govern.
9. All products shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary will not be recognized.
10. The Vendor warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on the Purchase Order. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

DELIVERY

11. F.O.B Destination Freight prepaid unless delivery terms are specified otherwise in the quote/bid.
12. Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during Holidays.

13. The place for delivery should be that set forth in the block of the Purchase Order entitled "Shipping Address".

14. Unless otherwise stated in this Purchase Order, title and risk of loss to the goods shall remain with the Vendor until the goods are delivered at the point or points specified in the Purchase Order.

15. The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

PACKING AND RECEIVING

16. The Purchase Order number must appear on all invoices, packages, statements, and delivery tickets.

17. Vendor shall be responsible for industry standard packaging, which conforms to requirements of carrier tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address and Purchase Order number.

INSPECTION

18. Unless otherwise specified in this Purchase Order, the goods shall be new and unused. Vendor warrants that it will deliver to TSC title to the goods free of all security interests, liens, charges, restrictions or encumbrances of any kind, nature or description and that the goods shall be free from defects in material and/or workmanship.

19. TSC shall have the right to inspect any and all goods upon receipt. TSC, by reason of its election to not inspect any goods immediately upon receipt, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications herein, or to have waived any of its rights or remedies arising by virtue of such defect or non-conformance.

INVOICING AND PAYMENT

20. College is exempt from State Sales Tax and Federal Excise Tax. Do not include in invoice. Tax Exemption Certificate furnished upon request.

21. Payment by TSC for goods and/or services provided by Vendor under this Purchase Order shall be subject to the provisions of Texas Government Code, Chapter 2251.

22. TSC shall tender payment within 30 days upon receipt of invoice. Invoices should be prepared and delivered after acceptance of goods and/or completion of services.

23. Price(s) quoted by Vendor's representative(s) shall not be changed after receipt of Purchase Order. For this purpose, such order shall be deemed to have been received on the date it is mailed or transmitted by electronic means such as electronic mail or facsimile.

24. Invoices should be submitted to the TSC authorized Accounts Payable representative as stated in the block of the Purchase Order entitled "Billing Address".

MODIFICATION AND CANCELLATION

25. Changes or substitutions in merchandise order will not be permitted, unless expressly assented to in writing. No modification of this Purchase Order shall be binding unless TSC agrees to the modification in writing.

26. TSC reserves the right to cancel this Purchase Order at any time upon written notice hereof.

27. However, this Purchase Order will automatically terminate upon occurrence of the following conditions unless specified in writing: a) incomplete order, where not all merchandise is received by TSC according to the specified delivery date; or b) outstanding orders that are not received on or before the end of the College's fiscal year (August 31st).

GOVERNING LAW

28. This Purchase Order shall be governed by the laws of the State of Texas and suits pertaining to this Purchase Order may be brought only in the courts of the State of Texas, with venue in Brownsville, Texas.

Exhibit F

Texas Southmost College is required to comply with TEX. LOCAL GOV'T CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*.

Any company that does business with ASC must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists.

<h1 style="margin: 0;">CONFLICT OF INTEREST QUESTIONNAIRE</h1> <p style="margin: 0;">For vendor doing business with local governmental entity</p>		<h1 style="margin: 0;">FORM CIQ</h1>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; margin: 0 auto;"/> <p>Name of Officer</p> </div>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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 or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p>		
<p>Signature of vendor doing business with the governmental entity</p>		<p>Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit G
CAMPUS MAP



BUILDINGS			
Fort Brown Memorial Center	1	ME Building	23
TSC Arts Center	2	Coxs Hall	24
Communications Center	3	Recreation Hall	25
Champion Hall	4	South Amphitheater	26
George Hall	5	Bookstore	27
Old Mosque	6	Cowley Hall	28
Communications Building	7	Science Engineering and Technology (SETB)	29
Communications Annex	8	SETB Hall	30
Management House	9	SETB Lecture Hall	31
Olivera Student Services Center	10	Recreation Education and Amenity	32
Timothy Hall	11	Scorpio Field	33
Lighter Center	12	Fort Brown Memorial Golf Course	34
White Building	13	Physical Plant and Central Sewer	35
Old Education Building	14	Stevens B Building	36
Heaven Center	15	ME Center Field	37
Edman Hall	16	American Legion Building	38
Quinn Gymnasium	17	Center for Early Childhood Center	39
Gymnasium Annex	18	Old Art League Building	40
South Hall	19	Armory Building	41
North Hall	20	Thermal Plant	42
Quinn Early Childhood Center	21	OTB University Library	43
ME Building	22		

PARKING			
General	P1	Motorist Parking	P4
Student / Visitor	P2		
Faculty / Staff	P3		

Primary Golf Cart Route Golf Cart Parking Motorcycle Parking

International, Technology, Education and Commerce Center (ITECC)

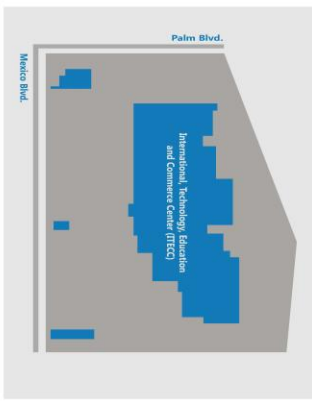


Exhibit H

BASIC SERVICES

3.1 Basic Services consist of the following five phases: 1) Schematic Design Phase; 2) Design Development Phase; 3) Construction Documents Phase; 4) Bidding or Negotiation Phase; and 5) Construction Phase-Administration of the Construction Contract. Basic Services shall include normal structural, mechanical, electrical, and civil Consulting Engineering services including the provision of copies of CADD record drawings, and basic interior design (finish color & selection) and any other services included in this Article as part of Basic Services.

3.2 Prior to proceeding with any of the phases of services set out in herein, the Firm must receive written authorization to proceed from the Owner and shall not proceed beyond the phase of design authorized by the Owner, except at the Firm's and Consultants own financial risk. The Owner may, at its sole discretion, choose not issue a Notice to Proceed for any particular phase, subject to Firm's right of termination for abandonment of the project.

3.3 Firm shall perform, without any additional cost or expense to Owner, any and all such services as are required to correct or remedy any error or omission directly attributable to the plans, drawings, and specifications and other materials of Firm, or in connection with Firm's Services, or other persons employed by the Firm in the performance of any of the provisions of this Agreement. Should the Firm refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then Owner shall be entitled to effect such correction or remedy itself at the expense of Firm and Firm shall reimburse Owner upon demand for all expenses incurred by Owner to effect such correction or remedy. This obligation of the Firm is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

3.4 Schematic Design Phase

3.4.1 Based on Owner's Facilities Program, Construction Cost Limitation and Project Schedule, the Firm shall prepare sufficient alternative approaches to design and construction of the Project to satisfy Owner's requirements. The Firm shall review the understanding of such requirements with Owner and General Contractor, and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Design Guidelines and any additional requirements set forth in this Agreement. Upon submission of the Schematic Design documents, the Firm shall review design and construction alternatives with the Owner and the General Contractor at the Project site. The Firm shall incorporate the alternatives selected by the Owner, especially those regarding aesthetic design issues.

3.4.2 The Firm shall furnish and deliver to the Owner 2 complete printed sets of Schematic Design documents.

3.4.3 The Firm shall assist the Owner to prepare a detailed construction cost estimate as described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present same with the completed Schematic Design Documents.

3.4.4 Before proceeding into the Design Development Phase, the Firm shall obtain Owner's written acceptance of the Schematic Design documents and approval of the Firm's preliminary construction cost estimate.

3.4.5 The Firm shall participate in a final review of the Schematic Design Documents with the Owner and General Contractor at the Project location or other location in the State of Texas specified by Owner. Prior to the Owner's approval of the Schematic Design Documents, the Firm shall incorporate such changes as are necessary to satisfy the Owner's review comments.

3.4.6 The Firm shall prepare presentation materials as defined in Owner's Design Guidelines at completion of Schematic Design and if so requested shall present same to the Owner's Board of Trustees at a regular or special meeting.

3.5 Design Development Phase

3.5.1 Based on the approved Schematic Design Documents and any adjustments to the scope of work or Construction Cost Limitation authorized by the Owner, the Firm shall prepare, for approval by the Owner and review by the General Contractor, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project and any additional requirements set forth in this Agreement. The Firm shall review the Design Development Documents with the Owner and General Contractor as they are being prepared at intervals appropriate to the progress of the Project and incorporate Owner's comments in the documents. Such reviews will take place at the Project location or other location in the State of Texas specified Owner.

3.5.2 The Firm shall furnish and deliver to the Owner 5 complete printed sets of Design Development documents.

3.5.3 The Firm shall assist the owner to prepare or update a detailed construction cost estimate described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present same with the completed Design Development Documents.

3.5.4 Before proceeding into the Construction Document Phase, the Firm shall obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Construction Cost Limitation.

3.5.5 The Firm shall participate in a final review of the Design Development Documents with the Owner and General Contractor at the Project location.

3.6 Construction Document Phase

3.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Construction Cost Limitation authorized by the Owner, the Firm shall prepare, for approval by the Owner and review by the General Contractor, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, any additional requirements contained in Article 2 of this Agreement. The Firm will be responsible for managing the preparation of Construction Documents to stay within Construction Cost Limitation. The Firm shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and General Contractor at the Project location or other location specified by Owner in the State of Texas.

3.6.2 The Firm shall assist the Owner and General Contractor in the determination of construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and such other construction conditions considered appropriate for the Project and advantageous to the Owner. The Firm shall assist the Owner and General Contractor in the preparation of the necessary bidding information, bidding forms, Competitive Sealed Proposals ("CSP") information, and CSP forms, and the Terms and Conditions of the Construction Contracts.

3.6.3 The Firm shall assist the Owner and General Contractor in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.

3.6.4 Provided the Firm has been fully compensated for services rendered hereunder, except of the payment of charges for which Owner has in good faith disputed, the Firm, at the Firm's expense, at each phase of submission of Construction Documents, shall furnish and deliver to the Owner 5 complete printed copies of all plans, drawings and specifications of every character made or furnished in connection with the Construction Work, which copies shall become the property of the Owner. The Firm shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed in writing for good cause.

3.6.5 The Firm shall pay for the reproduction of all plans, specifications and other documents for use by the Firm and its Consultants and all documents reproduced for the various completion phase reviews by the Owner prior to the reproduction of bidding or proposal documents. All other reproduction costs shall be borne by the Owner, provided that all invoices for such reproduction work are billed directly to the Owner, free of state sales taxes, and

identified by the Firm as to the project name, number and institution. However, addenda documents issued after the bid documents are reproduced, except for changes generated by Owner, shall be supplied at the Firm's expense.

3.6.6 The Firm shall prepare of a detailed construction cost estimate to confirm adherence to the Construction Cost Limitation and present same with each phased submission of the Construction Documents.

3.6.7 The Owner may require the Firm to perform Basic Services in a manner such that the project is constructed using multiple construction contracts.

3.6.8 The Owner will require Construction Document drawings to be produced on a CADD system as part of Basic Services. The Owner will define the CADD drawing requirements and the final media for the CADD data.

3.6.9 The Firm shall participate in a review of each phase of the submission of the Construction Documents with the Owner and General Contractor at the Project location. Prior to Owner's approval of a particular phase of the Construction Documents, the Firm shall incorporate such changes as are necessary to satisfy the Owner's review comments.

Before proceeding into the next scheduled phase of Construction Document development, the Firm shall obtain Owner's written acceptance of the prior phase and approval of the Construction Cost Limitation related thereto.

3.7 Bidding and Negotiation Phase

3.7.1 In conjunction with the implementation of the Guaranteed Maximum Price and at other times as appropriate to the Project, the Firm shall assist the Owner and General Contractor by receiving and recording requests for Bid and CSP Documents, issuing Bid and CSP Documents, and accounting for Bid and CSP Documents issued; receiving and resolving questions about Bid and CSP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences; obtaining and evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction. Firm shall answer inquiries from bidders and proposers at Owner's request, and shall prepare and issue any necessary addenda to the bidding or proposal documents.

3.8 Construction Phase – Administration of the Construction Contract

3.8.1 The Construction Phase shall commence with the earlier of (1) Owner's acceptance of the General Contractor's Construction Cost Limitation ("CCL") for a stage or phase), (2) award of any subcontract or trade contract by General Contractor after authorization by Owner, or (3) the issuance of a purchase order by General Contractor for materials or equipment for the Project after prior written authorization by Owner and, together with the Firm's obligation to provide Basic Services under this Agreement, will terminate when final payment is made to the General Contractor for all Construction Work is made, or sixty days after the last Date of Substantial Completion , whichever occurs last.

3.8.2 Unless otherwise provided in this Agreement and incorporated in the Construction Documents, the Firm shall provide administration of the Contract for Construction as set forth below.

3.8.2.1 The Firm shall establish and maintain a numbering and tracking system for all project records including changes, requests for information, submittals, and supplementary instructions and, for the purpose of monitoring and overseeing the Construction Work shall provide updated records to all attendees at each Owner's monthly meeting and at other times when requested.

3.8.2.2 The Firm shall prepare agendas in advance of and shall conduct all meetings scheduled by the Owner or Firm and shall promptly provide summary notes to all parties.

3.8.2.3 The Firm shall assist the Owner in making arrangements for a Pre-Construction Conference and shall assist in preparation of an administration booklet for the Pre-Construction Conference and shall distribute copies of the bound booklet to all parties.

3.8.3 The Firm shall review the General Contractor's initial administrative submittals for Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix to establish appropriate bases for construction monitoring, payment processing, and system commissioning. The Firm shall provide detailed written comments to the

General Contractor for necessary revisions and recommend acceptance of these documents to the Owner when appropriate. The Firm shall review periodic updates of all schedules with Owner and General Contractor to evaluate appropriateness.

3.8.4 The Firm and its Consultants shall prepare appropriate materials for and conduct a Pre-Construction Conference at the Project site prior to commencement of construction by the General Contractor.

3.8.5 The Firm shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. All formal instructions to the General Contractor shall be forwarded through the Firm and all communication by and with the Firm's Consultants shall be through the Firm, except that the Owner reserves the right to communicate directly with the General Contractor and Consultants as it deems necessary or appropriate at any time. The Firm shall have authority to act on behalf of the Owner to the extent provided in the Construction Documents unless otherwise modified by written instrument. Duties, responsibilities and limitations of authority of the Firm shall not be restricted, modified or extended without written acceptance of the Owner.

3.8.6 The Firm shall visit the site as reasonably necessary, but in no event less frequently than bi monthly to monitor appropriate activities construction period, and each Consultant shall visit the site as required during construction activities related to each Consultant's discipline, to observe the progress and quality of the Construction Work and to determine in general if the Construction Work is proceeding in accordance with the Construction Documents. Firm and each Consultant shall submit written reports for each of such visits and meetings. However, the Firm shall not be required to make exhaustive or continuous on site visits to inspect the quality or quantity of the Construction Work. On the basis of such onsite observations, the Firm shall keep the Owner informed of the progress and quality of the Construction Work, and shall endeavor to guard the Owner against defects and deficiencies in the Construction Work of the General Contractor. Firm shall notify Owner and the General Contractor in writing of any portions of the Construction Work which Firm has observed as not being in conformity with the Construction Documents and shall make recommendations as to correction of such deficiencies or defects. As part of such on-site observation, Firm shall make its site representative available and shall consult with Owner and the General Contractor on the occasion of all circumstances arising during the course of construction which would make such consultation in Owner's interests. In addition to site visits for general inspection and observation, the Firm and its Consultants shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Construction Work.

3.8.7 The Firm shall assist in the preparation of an agenda for, and attend monthly job conferences for attendance by representatives of the General Contractor, major Trade Contractors and Subcontractors, the Firm and the Owner's Representative, and prepare and distribute minutes of the meetings.

3.8.8 The Firm shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction Work, for the acts or omissions of the General Contractor, Trade Contractors, Subcontractors, or any other persons performing any of the Construction Work, or for the failure of any of them to carry out the Construction Work in accordance with the Construction Documents.

3.8.9 The Firm shall at all times have access to the Construction Work wherever it is in preparation or progress.

3.8.10 The Firm shall determine the amounts owing to the General Contractor based on observations of Construction Work placed at the site and on evaluations of the General Contractor's Estimate for Partial Payment, shall coordinate such review and evaluation with the Owner's representatives, and shall certify General Contractor's Estimates for Partial Payment in such amounts as Firm deems to be due and payable.

3.8.11 The certification of a General Contractor's Estimate for Partial Payment shall constitute a representation by the Firm to the Owner, based on the Firm's observations at the site as provided in this Agreement and on the data comprising the General Contractor's Estimate for Partial Payment, that the Construction Work has progressed to the point indicated; that, to the best of the Firm's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents (subject to an evaluation of the Construction Work for conformance with the Construction Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Construction Documents, to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the General Contractor's Estimate for Partial Payment); and that the General Contractor is entitled to payment in the amount certified. However, the approval of a General

Contractor's Estimate for Partial Payment shall not be a representation that the Firm has made any examination to ascertain how and for what purpose the General Contractor has used the moneys paid on account of the Contract Amount.

3.8.12 The Firm shall be the interpreter of the technical requirements of the Construction Documents and the judge of the performance there under by the General Contractor. The Firm shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness on written requests of either the Owner or the General Contractor, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the General Contractor relating to the execution or progress of the Construction Work or the interpretation of the Construction Documents.

3.8.13 Interpretations and recommendations of the Firm shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in written or graphic form.

3.8.14 Subject to approval of the Owner, the Firm's decisions in matters relating to artistic effect shall be final if consistent with the reasonably inferable intent of the Construction Documents. The Firm shall review interior designs and/or furniture selections proposed by the Owner to ensure aesthetic compatibility with the Firm's design.

3.8.15 The Firm shall have the responsibility and the authority, with appropriate notification to the parties, to reject Construction Work which does not conform to the Construction Documents. Whenever, in the Firm's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Documents, the Firm will have authority to require special inspection or testing of the Construction Work in accordance with the provisions of the Construction Documents, whether or not such Construction Work is then fabricated, installed or completed. The Firm shall review construction materials testing and any special testing required and shall provide recommendations for retesting, actions or any appropriate corrective measures as may be necessary or appropriate based on the results of such tests.

3.8.16 The Firm and its Consultants shall review and approve or take other appropriate action upon the General Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Construction Work set forth in the Construction Documents, and shall respond to General Contractor's inquiries and questions and provide such supplemental information as appropriate. Such action shall be taken with reasonable promptness so as to cause no delay to the General Contractor's scheduled progress, but in any event within fourteen (14) business days. The Firm's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.8.17 Firm shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or clarify portions of the Construction Documents.

3.8.18 Firm shall provide assistance in the review of the General Contractor's requests for change orders or claims for additional costs or time, and make recommendations to Owner as to such requests or claims.

3.8.19 The Firm shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Documents, and shall have authority to order minor changes in the Construction Work which are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the CCL or an extension of the Contract Time. In conjunction with each Change issued by the Firm, the Firm shall recommend to the Owner whether the General Contractor's proposal is reasonable. The Firm shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be totally defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated addenda. All changes to design documents or specifications will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded. If the revised drawings are due to Changes ordered by the Owner and not due to errors and omissions on the part of the Firm, Firm's reasonable extra expenses to produce them will be treated as Additional Services.

3.8.20 Firm shall conduct and its Consultants shall participate in concealed space inspections, systems start-up inspections, Substantial Completion or pre-Final inspections to determine the Dates of Substantial Completion, and Final Inspection. In association with each inspection, Firm and its Consultants shall prepare a list of items which have observed as deficiencies in the Construction Work requiring remedial work or replacement, assemble and distribute the official punch list(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

3.8.21 Firm shall review, for conformance with the Construction Documents, General Contractor's submission of guarantees and warranties.

3.8.22 The Firm and its Consultants shall assist the Owner in checking as-built drawings during the course of the Construction Work in association with certifying progress payments and shall review final as-built documents for completeness and compliance with Construction Documents.

3.8.23 Firm shall receive and review General Contractor's submission of operating and maintenance instructions, manuals, brochures, drawings, and other close-out documentation furnished by the General Contractor; shall require necessary revisions to same; and, when acceptable under the terms of the Contract between Owner and General Contractor, shall forward them to the Owner. The Firm shall certify final payment to the General Contractor when the requirements of the Contract between Owner and General Contractor have been met.

3.8.24 Firm shall provide assistance to Owner for the purpose of advising and counseling Owner's personnel in the usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

3.8.25 The Firm shall be available after final payment to advise the Owner regarding Warranty items and to inspect Warranty work during the Warranty period. Firm shall participate in the Project's one-year warranty review.

3.9 Additional Services

3.9.1 Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, the Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. The Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

4. Compensation

4.1 The Firm shall present monthly Applications for Payment to the Owner and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, the Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

4.2 Owner shall promptly review the Application for Payment and notify the Firm whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay the Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

4.3 The firm will be required to provide separate lump sums for Base Bid and Alternates at a fair and reasonable negotiated rate as per the TSC approved fee schedule for A/E Services. Progress Payments will be made after completion of each of the following phases according to the schedule below.

Progress payment schedule

Preliminary Design Phase 15%

Procurement Documents Phase 20%

Construction Documents Phase 40%

Bidding or Negotiation Phase 5%

Construction Administration Phase 20%

Exhibit I

Texas Southmost College District
COMPENSATION FOR BASIC SERVICES WOULD BE BASED ON THE
FOLLOWING SCHEDULE
ARCHITECT/ENGINEER FEE SCHEDULE
November 17, 2005

Construction Cost of Project	Dormitories Garages & Warehouses	Classroom, Office, Other Bldgs.	Health, Research, Special Education Facilities
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New Construction

Over \$15,000,000	5%	5.5%	6.0%
Over \$10,000,000	5.5%	6.0%	6.5%
Over \$ 1,000,000	6.0%	6.5%	7.0%
Up to \$ 200,000	7.0%	7.5%	8.0%

Remodeling & Renovation

Over \$ 5,000,000	7.0%	7.5%	8.0%
Over \$ 1,000,000	8.0%	8.5%	9.0%
Over \$ 200,000	9.0%	9.5%	10.0%

NOTE: When construction cost falls between the tabular limits, the rate will be determined by direct interpolation.

* UT System Architect and Engineer Fee schedule adopted by the TSC Board of Trustees at the regular board meeting held on November 17, 2005.