



THE COLLEGE OF EAST TEXAS

**REQUEST FOR QUALIFICATIONS (RFQ)
ARCHITECTURAL SERVICES
RFQ #24-15**

TJC (“College”) is soliciting submissions from Professionals having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this Request for Qualifications (Texas Government Code Chapter 2254).

Submissions are due by **Monday, August 12, 2024 @ 2:00 p.m. Central Daylight Time (CDT)** and will be opened and the names read publicly. Submissions will be reviewed by the Procurement Department and then processed through appropriate channels for committee review, if applicable, and approval. The Board of Trustees of TJC will make final approval of any award(s). Any procurement of services will be initiated by a valid, signed contract issued by the College.

All submissions and supporting documentation must be submitted by mail, or delivered by courier, or hand delivered by a vendor representative. Proposals sent by email will not be accepted. If proposal is mailed, please mark **“RFQ #24-15”** on the front of the envelope; or deliver to:

**TJC
CAMPUS & PROCUREMENT SERVICES
ATTN: DANA BALLARD
1327 SOUTH BAXTER
TYLER, TX 75701**

The submission must be received prior to the deadline. Submissions received after the deadline will not be opened, read, evaluated, or recorded; and will be returned to the vendor unopened.

Tyler Junior College reserves the right to (a) enter into an agreement with one or more Professionals, (b) accept or reject any and/or all submissions, or waive any and/or all formalities, technicalities, and conditions, or (c) permanently abandon the RFQ if deemed to be in the best interest of TJC. The College will have a minimum of ninety (90) days after the Submittal Deadline for evaluation, selection, and any unforeseen delays. Vendors shall not withdraw their submissions prior to the termination of this period. Tyler Junior College will accept the submission(s) determined by the College to be in its best interest in accordance with applicable law (Texas Government Code Chapter 2254) and reserves the right to award multiple contracts as a result of this RFQ if deemed in the best interest of the College. It is not the intent of any condition, specification, or other requirement in the proposal process to prohibit any responsible Professional from submitting qualifications.

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INTRODUCTION

TJC is located in Tyler, Texas. Since 1926, TJC has been fulfilling three promises to its students and the Tyler area by providing a quality education, a vibrant student life, and service to the community. With more than 115+ degree and certificate programs, plus extensive training and technical programs, TJC is the best first step for any student, whether they plan to transfer to a four-year institution or gain the skills they need to go directly into the workforce.

TJC provides a friendly, smoke-free vapor-free environment at all of its campuses and satellite facilities. No alcohol will be permitted on campus grounds.

Tyler Junior College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises or in a college-owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Campus Police Department, so it can be documented and properly investigated. Campus Police can be contacted at 903-510-2222. Dial 911 for emergencies.

https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy

Tyler Junior College's web page is located at <http://www.tjc.edu/>.

SUBMISSION INSTRUCTIONS

By providing a submission of qualifications, Professional acknowledges the following with regard to the evaluation methodology: (1) Professional's acceptance of (a) the evaluation process, (b) the criteria for selection, (c) specifications and additional questions, and (d) all other requirements set forth in this RFQ, and (2) Professional's recognition that some subjective judgments must be made by TJC during this RFQ process.

Only individual firms or lawfully-formed business organizations may apply. This does not preclude a respondent from using consultants.

Entity Submitting RFQ: The terms "vendor", "proposer", "firm", "company", "respondent", or "professional" used in this RFQ or any subsequent documents or communications related to this RFQ are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFQ.

Acquiring Documents: RFQ documents may be downloaded from the TJC website at <https://www.tjc.edu/rfp>, or picked up from the Procurement Department at the following location: Tyler Junior College, Campus & Procurement Services, 1327 S. Baxter, Tyler, TX 75701. Respondents may also obtain RFQ documents by emailing a request to Dana Ballard, dbal@tjc.edu.

Proposals submitted for consideration should follow the format and order of presentation described below:

Cover Letter: Contain a summary of respondent's ability to perform the services described in the RFQ and confirm that respondent is willing to perform those services and enter into a contract with Tyler Junior College.

The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the public entity

The cover letter should also:

- Identify the submitting respondent;
- Identify the name, title, address, telephone number, and email address of each person authorized by the respondent to contractually obligate the respondent;
- Identify the name, address, telephone number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

Number of Response Copies: Each respondent is required to submit and provide one (1) signed original response of the proposal, two (2) copies, and (1) one thumb drive of the proposal. The original response is to be labeled “Original” on the first page or front cover of the proposal.

Legibility/Clarity: Responses to the requirements of this RFQ in the formats requested are required with all questions answered in as much detail as practicable. The respondent's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Professional's ability to meet the requirements of the RFQ is also desired. Each respondent is solely responsible for the accuracy and completeness of its proposal.

Schedule of Events:

RFQ available to prospective respondents	July 26, 2024
Deadline to receive written inquiries	Monday, August 5, 2024, 10:00 am
Responses to inquiries, if any, via Addenda	https://www.tjc.edu/rfp
Proposal Due Date	Monday, August 12, 2024, 2:00 p.m.

Tyler Junior College reserves the right to change the schedule of events to the RFQ at any time. Any changes will be issued via Addenda and posted online at <https://www.tjc.edu/rfp>.

Respondent Inquiry Periods: An initial inquiry period is hereby firmly set for all interested respondents to perform a detailed review of the proposal documents and to submit any written questions relative thereto. TJC is always conscious and extremely appreciative of your time and effort in preparing this proposal. Without exception, all questions regarding this RFQ MUST be submitted in writing by email only to Dana Ballard, Director, Campus & Procurement Services, at dbal@tjc.edu and received by the deadline to receive written inquiries date set forth above. Inquiries shall not be entertained thereafter. It is TJC’s intent to respond to all appropriate questions and concerns; however, TJC reserves the right to decline to respond to any question or concern. It is the respondent’s responsibility to make sure they have obtained all addenda and acknowledged receipt of such on the Vendor Certification Form.

Withdrawal of Proposal: A respondent may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the respondent must be submitted to the TJC Procurement Department via the previously stated email address.

GENERAL REQUIRMENTS

By providing a submission, Professional certifies that it understands this RFQ and has full knowledge of the scope, nature, quality and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Except as otherwise provided in this RFQ, no submission of qualification may be changed, amended, or modified after it has been provided to TJC.

The contract between Tyler Junior College and the vendor may consist of (1) the Request for Qualifications (RFQ) and any amendments thereto, (2) the proposal submitted by the vendor in response to the RFQ, and (3) any subsequent contract for services. In the event of a conflict in language between the three documents referenced above, the provisions and requirements set forth and/or referenced in the RFQ shall govern. However, the College reserves the right to clarify any contractual relationship in writing with the concurrence of the vendor and such written clarification shall govern in case of conflict with the applicable requirements

stated in the RFQ or the vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFQ shall govern, along with the fully-executed contract.

SCOPE OF WORK

Tyler Junior College is soliciting Professionals in response to this RFQ for selection of a vendor with expertise in providing programming and architectural services for the College, including, but not limited to, providing design, estimating services, scope development, planning, programming, interior design, technical studies, feasibility studies, problem analysis, design reviews, building evaluation reports, and other architectural, professional, and technical services related to the project. The services may include but are not limited to:

- a) Projects will generally involve design work related to possible new construction, renovations and repairs, alterations and improvements in connection with existing buildings or properties; while there will be no limit on size. The selected firm will primarily provide project oversight of TJC architectural projects, provide design, construction administration, and estimating services, and may also be required to provide scope developments, planning, interior design, technical studies, feasibility studies, problem analysis, design review, building evaluation reports, and other architectural/engineering and technical services.
- b) Programming elements may include:
 - Coordination with the TJC 2022 Comprehensive Master Plan
 - i. <https://www.tjc.edu/masterplan>
 - Plan for growth
 - Assess capacity and utilization
 - Academic and/or workforce programs and educational spaces for the College
 - Student services and amenities
 - Administrative, faculty, and support space
 - Parking (faculty, staff and visitor) and land planning
- c) The scope of any agreement will include limited and complete architectural and engineering project design services, technical studies, site analysis, reports, technical construction inspection and other related professional services. The selected architectural firm will join a Project Team that may include TJC's technical staff, faculty, administration, and Facilities & Construction, and any consultants or other professionals hired by TJC, all of whom will engage in a cooperative effort to provide TJC with the most successful and cost-effective solutions.
- d) The selected firm may be responsible for providing the College assessments, including but not limited to: facility inventory and assessment, program development, space utilization assessments, alternative solution development, and cost estimates and analysis
- e) The planning and design firm shall have demonstrated experience related to academic programs and developing facilities needs assessments, primarily in the College or University education environment.
 - The proposed team members shall have proven and relevant experience encompassing each of the following as applicable to their discipline: a) architectural planning; b) building component and systems design and planning, c) data analysis, d) operation planning, and e) workforce program space allocation.
- f) It is anticipated that work performed under this contract will be in accordance with the following general parameters:
 - The contract has no guaranteed minimum amount of work.
 - TJC reserves the right to contract with additional consultants and/or additional services that are in the best interest of the College.
 - The requested services may involve an entire project, a project phase, several projects, part of a project, or simply the provision of an opinion for use by College staff in the conduct of their respective duties.
 - Professional shall maintain a sufficient level of staff for the service requirements. Subcontracting must be disclosed as required and is subject to prior approval by TJC. Staffing

and/or subcontracting may include but is not limited to professionals, managerial, administrative and clerical.

- g) Primary contact: The successful firm shall designate a single point of contact within the firm's organization to which TJC can look for timely resolutions of any issues which may arise related to Architect's work in performance of assigned projects.
- h) Timeliness: The successful firm shall generally be on an aggressive schedule to produce documents and other tasks related to this project. Time is of the essence for performance because projects may affect construction timelines.
- i) Meeting with TJC: The successful firm shall meet with TJC as agreed and as-needed dependent upon the project to address concerns or issues, if any, and to review status of any project(s).
- j) The successful firm shall be able to provide both electronic and hard copy documents, files and reports.
- k) The successful firm shall provide TJC with updated CAD drawings and records as required.

TERMS AND CONDITIONS

Term of Contract: The term of the contract will be project(s)-based and will terminate once the project(s) is complete and accepted by Owner.

Modifications of Proposal Terms and /or Amendments: Tyler Junior College reserves the right to change the schedule of events or issue Addenda to the RFQ at any time. Tyler Junior College also reserves the right to cancel or re-issue the RFQ. Only interpretations or corrections to the proposal provided in writing by the Tyler Junior College Procurement Department shall be binding. Prospective vendors are advised that no other source is authorized to provide information concerning, or explain or interpret, the proposal documents. If the respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the respondent, cross-reference clearly to the relevant proposal section, prior to the proposal opening, and should be submitted with proposal documents. Such shall meet all requirements for the proposal.

Addenda: All addenda will be posted on the College website <https://www.tjc.edu/rfp>. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses and acknowledge receipt of such in the Vendor Certification Form. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the proposal shall contact the Procurement Department no later than seven (7) days prior to the due date of this RFQ, or as soon as possible before proposal is due. You may submit this addenda information via email to Dana Ballard, Director, Campus & Procurement Services, dbal@tjc.edu.

Proposal Rejection: Issuance of this RFQ in no way constitutes a commitment by Tyler Junior College to award a contract. Tyler Junior College reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the College to do so.

Cost of Offer Preparation: Tyler Junior College is not liable for any costs incurred by respondents prior to issuance of or entering into a contract. Costs associated with developing the proposal and any other expenses incurred by the respondent in responding to the RFQ are entirely the responsibility of the respondent and shall not be reimbursed in any manner by Tyler Junior College.

Professional Services: This RFQ is being issued under Chapter 2254 of the Texas Government Code.

Written or Oral Discussions/Presentations: Formal presentations, written questions or oral discussions for clarification may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award and to enhance the College's understanding of any proposal. The College reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Acceptance of Proposal Content: By submitting a response, each respondent affirmatively accepts and consents to the terms and conditions of this RFQ in its entirety except to the extent specifically set forth in its response. The RFQ requirements may become contractual obligations if a contract ensues.

Deviations: If vendor intends to deviate from the any requirements associated with this solicitation or the attached Proposed Agreement, the vendor must list or reference all such deviations, with complete and detailed information regarding the deviations, on a separate sheet of paper and submit it with the bid submittal. The College will consider any deviations in its award decision, and reserves the right to accept or reject the bid based upon any submitted deviations.

In the absence of any deviation identified and described in accordance with this solicitation, the vendor asserts that it will fully comply with the RFQ requirements associated with this solicitation if awarded a contract.

Insurance: The selected vendor(s) will be required to provide TJC with a certificate of insurance as outlined in Article 14 of the Proposed Agreement. Coverage is required for the duration of the agreement, for any renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement and shall be obtained at the vendor's sole expense and at no cost to the College.

Indemnification: To the extent allowable by Texas Law and without waiving any rights or entitlement to governmental or sovereign immunity, the parties shall indemnify ad hold harmless each other and their respective officers, trustees, or employees, (hereafter referred to as "indemnified party") against any and all liability (including reasonable attorneys' fees and court costs) to any persons or entities (except to the extent such liability is the fault of the indemnified party) arising from or related to the negligence or willful acts, omissions, or other misconduct of the indemnifying party or its agents, officers/trustees, and employees, in the performance of this contract. The provisions of this section will not be construed to waive immunity in any way nor to eliminate or reduce any other indemnification or right which any indemnified party has by law or equity and shall survive the termination of this agreement.

Limitation of Liability: Neither respondent nor the College shall be responsible to the other for any special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies.

License and Permits: The vendor is responsible for obtaining all permits and licenses, if any, required by federal, state, city, and county. The College will not be charged back for the price to obtain the permits and licenses.

Open Records: It is understood by submitting a proposal to Tyler Junior College, the document, if requested, will be available for review by any individual or business in accordance with the Public Information Act, Texas Government Code 552. Copies of your proposal will be supplied to the requesting party as allowed by law. TJC will consider all information, documentation, and other materials requested to be submitted in response to this RFQ to be of a non-confidential and non-proprietary nature and therefore subject to public disclosure. Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. TJC may seek to protect from disclosure all information submitted in response to this RFQ until the time of a final award.

Advertising: The vendor shall not advertise or publish, without the College's prior written consent, the fact that the College has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

The contractor(s) shall not use Tyler Junior College's Logo unless granted expressed written permission from the College's Marketing Department.

Ethics: The contractor shall not accept or propose gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Tyler Junior College.

Universal & Commercial Code: This writing and subsequent information given and forwarded to the College shall be a sole and final expression of the agreement between the College and the vendor, and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.

Discrimination: By submitting a signed proposal, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and certifies that the company complies with equal employment opportunities regulation.

Debarment: Any bidder or any principals of a bidding company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by Tyler Junior College.

Force Majeure: Neither Contractor, its suppliers, nor Tyler Junior College will be liable for any failure or delay in this agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of contractor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If contractor is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the College may cancel the purchase order without penalty.

Contract Negotiations and Execution: Award shall be made to the respondent, whose proposal conforms to the RFQ, who is deemed most qualified and is in the best interest of the College. If for any reason the respondent(s) whose proposal is most responsive to the College's needs, price and other evaluation factors set forth in the RFQ considered does not agree to a contract, that proposal shall be rejected and the College may negotiate with the next most responsive respondent(s). Negotiation may include revision terms, conditions, or requirements. The College may enter into a contract with more than one respondent.

The College reserves the right to enter into an agreement without further discussion of the proposal based on the initial qualifications received.

If the contract negotiation period exceeds thirty (30) days or if the selected respondent(s) fails to sign any contract within ten (10) calendar days of delivery of it, the College may elect to cancel the award and award the contract to the next-highest-ranked respondent(s).

Notice of Award: TJC Campus & Procurement Services Department will notify respondent(s) of a potential award. The TJC Campus & Procurement Services Department will also notify all unsuccessful respondent(s) as to the outcome of the evaluation process.

Award Protest: A vendor who has timely responded to an Invitation to Bid, Request for Qualifications, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over \$50,000 in the aggregate. A protest must be made in writing and submitted to the Director, Campus Services, no later than five (5) business days after the award of the bid. The date of the bid award will not be counted as one of the five (5) business days. Any protest submitted after five (5) business days is untimely and will not be considered by the College.

The written protest must contain the following in order to be considered:

- (a) A specific identification of the statutory, regulatory, or policy provision(s) that the action complained of is alleged to have violated;
- (b) A specific description of each act alleged to have violated the statutory, regulatory, or policy provision(s) identified in "a" of this subsection;

- (c) A precise statement of the relevant facts;
- (d) An identification of the issue or issues to be resolved;
- (e) Arguments and authorities in support of the protest; and
- (f) An affidavit that the contents of the protest are true and accurate.

No amendments to the protest will be considered by the College.

The Director, Campus & Procurement Services, legal counsel for the College, and/or a committee headed by and appointed by the Vice-President, Financial & Administrative Affairs/CFO, shall review the protest documentation and shall provide the protestor a final written determination regarding whether any statutes, regulations, or policies have been violated, the reasons for the determination, and remedial action to be taken, if any. This review and final determination may be made with the assistance of legal counsel. The written determination shall be made within ten (10) business days of the receipt of the protest, unless the Director, Campus & Procurement Services, notifies protestor that additional time is needed. The decision shall be final.

Venue: Both parties agree that venue for any litigation arising from any contract shall be in Tyler, Smith County, Texas.

Additional Items: Following the contract award, additional services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added.

In accordance with applicable law, the College is not obligated to purchase any products and/or services in the event that the State of Texas or the Tyler Junior College Board of Trustees does not allocate funds.

Tax Exemption (if applicable): TJC is exempt from payment of federal excise taxes as well as all state and local sales taxes. These taxes are not to be included in the proposal nor on any invoices for goods or services. If taxes are included in the vendor's proposal, it will not be included in the evaluation or award. Tax exemption certificates shall be furnished upon request.

Warranty (if applicable): Contractor shall provide warranty details for parts and labor on proposal form. All materials used on any project shall be new and, if applicable include a manufacturer's warranty.

CRITERIA FOR AWARD OF CONTRACT(S)

The successful vendor(s) will be the Professional(s) that provides a submission of qualification in response to this RFQ on or before the submittal deadline, is selected by TJC in accordance with the requirements and specifications set forth in this RFQ as the most highly qualified to perform the Services, and with whom TJC is able to negotiate the Agreement with at a fair and reasonable price.

Evaluation: All responses received as a result of this RFQ will be evaluated by a selected College committee. The evaluation of submissions of qualification and the selection of the successful Professional(s) will be based on the information provided in the submission. TJC may consider additional information if TJC deems such information relevant.

The College will use commercially-reasonable efforts to avoid public disclosure of the contents of a submission prior to selection of the successful Professional(s).

After the opening of the submissions and upon completion of the initial review and evaluation, TJC may invite one or more selected Professionals to participate in oral presentations. TJC will select, on the basis of demonstrated competence and qualifications to perform the services, the firm(s) it believes are best qualified. Once the successful Professional(s) has been selected, TJC will attempt to negotiate the Agreement with the most highly-qualified Professional(s) at a fair and reasonable price.

Step One: Qualifications Criteria and Requirements

All qualifications will be evaluated based on the criteria listed below by the evaluation committee. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFQ; beneficiaries and/or users of the RFQ's subject matter; and individuals who provide a diversity of experience within TJC. The top firms may be selected to participate in formal presentations, if requested by the College. The top firms may be asked additional written clarifying questions by the Committee.

Criteria

Respondent's Statement of Interest and Qualifications

Respondent's Ability to Provide Services

Respondent's Performance on Past Representative Projects

Respondent's Knowledge of Best Practices

Completeness and Thoroughness of Qualifications

The following information is required to be included in the RFQ response for Step One at a minimum. The descriptions below correspond with the factors outlined above.

INFORMATION REQUIRED FROM RESPONDENT

1. Respondent's Statement of Interest and Qualifications
 - a. Provide a brief history of the respondent and consultant(s) proposed for the project, including when the firms were established, type of ownership and office locations. If more than one office is listed, indicate the office that will manage the project. If the firm has changed name or ownership within the last three (3) years, indicate the former name.
 - b. Provide a statement on the availability and commitment of the respondent and its principal(s) and assigned professional(s) to undertake the project.
 - c. Provide a statement of interest for the project, including a narrative describing the respondent's and project team's unique qualifications as they pertain to this particular project.
2. Respondent's Ability to Provide Services
 - a. Provide the following information for the respondent and any consultants:
 - i. Legal name of the company as registered with the Secretary of State of Texas.
 - ii. Address of the office that will be providing services.
 - iii. Number of years in business.
 - iv. Type of operation (individual, partnership, corporation, etc.).
 - v. Number of employees by skill group.
 - vi. Provide a list of all proposed personnel indicating the position they will hold within the project and their years of experience as it relates to this project.
 - vii. Provide an organizational chart that depicts all of your lead personnel. Include current domicile location for each person and employment duration with the firm.
 - viii. Provide resumes for all your lead personnel.
 - ix. Indicate if any of the lead personnel are located in a different office and the location of that office.
 - b. Is your company pending, currently, or within the past ten (10) years been involved in litigation or claims filed against your company because of professional services rendered? If so, specify dates, details, circumstances, and resolution.
 - c. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify dates, details, circumstances, and prospects for resolution.

- d. Does any relation exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer, or trustee? If so, please explain.
3. Respondent's Performance on Past Representative Projects
 - a. Provide an overview of a maximum of five (5) higher education projects involving new construction or renovation for which the respondent has provided services in the last ten (10) years. Past projects could have also included capacity/utilization assessments, academic program considerations, classrooms, faculty offices, student services, administration, support spaces, amenities, parking and land planning, and coordination with master plans in relevant project categories. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project:
 - i. Project name and location
 - ii. Project size and cost
 - iii. Project overview and description, including any unique design characteristics
 - iv. Description of professional services respondent provided for the project
 - v. Listing of all consultants and services provided for the project
 - vi. Name of project principal (individual responsible to the client for the overall success of the project)
 - vii. Name of the project planner/programmer
 - viii. Name of the project manager (individual responsible for the day-to-day operation of the project)
 - ix. Client's name and contact information as a reference. References shall be considered relevant based on specific project participation and experience with the respondent. TJC may contact references during any part of the process.
 4. Respondent's Knowledge of Best Practices
 - a. Describe the respondent's academic programming and design philosophy, methodology, and its process for integrating the client's project vision and standards into the design.
 - b. Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.
 - c. Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule.
 - d. Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.
 - e. Describe your firm's knowledge of designing academic program space, classrooms, student services, administrative, support and amenity spaces, including your firm's approach to determining when a specialty design consultant is optimal.
 - f. Describe your firm's philosophy, methodology, and process for monitoring and managing design budgets, design phase estimates, design contingencies, alternates, and scope creep.
 5. Completeness and Thoroughness of Qualifications Package
 - a. RFQ submittal packet must be clear, concise and easy to follow. Provide materials in tabs that correspond with all requested information on the criteria factors.

Step Two: Presentation and Final Selection Process

The top firm(s) may be asked to do an oral presentation to the search/evaluation committee. Members of the project team and consultants, if applicable, shall be present and participation in the presentation. Following the presentation, a question and answer session will begin in which the committee will ask questions of the project

team. Once the successful professional has been selected, TJC will attempt to negotiate the agreement with the most highly-qualified professional at a fair and reasonable price.

The College may negotiate with the most highly-qualified professional without holding presentations.

Prime Contractor Responsibilities: The selected respondent(s) shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. Tyler Junior College shall consider the selected respondent(s) to be the sole point of contact, with regard to contractual matters, including payment of any and all charges resulting from the contract.

Use of Subcontractors: Each contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, respondents may enter into subcontractor arrangements. Respondents may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If applicable, information required of the prime contractor under the terms of this RFQ is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

Vendor Information: Please submit the Vendor Information Form which identifies the legal name and address of your company, the account representative that will be assigned to TJC, acknowledgement of the terms and conditions, as well as other information and any additional fees.

Felony Conviction Notification: The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. On May 30, 1995, Senate Bill 1 was signed by Governor George Bush and made effective as follows:

• **Senate Bill 1, section 44.034, Notification of Criminal History of Contractor**

- a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony.
- b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before termination of the contract.
- c) This section does not apply to a publicly held corporation.

Conflict of Interest: The following information is included in the terms and conditions of all proposals in accordance with applicable State of Texas Government Code Chapter 176:

On May 23, 2005, the Texas Senate passed House Bill No. 914, adding Chapter 176 to the Local Government Code and imposing new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning January 1, 2006. Vendors doing business with Tyler Junior College are subject to Chapter 176 found in the Local Government Code. Failure to abide by these new statutory requirements can result in possible criminal penalties as a Class C misdemeanor.

(a) An individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with the college must complete and submit a CIQ (Conflict of Interest Questionnaire).

(b) The CIQ form must be filed within seven days of beginning contract negotiations, or submitting an application, bid, response to a Request for Qualifications, correspondence, or other writing related to a potential agreement with the college.

(c) Upon completion, CIQ forms should be returned to Tyler Junior College, Dana Ballard, Director, Campus Services, P. O. Box 9020, Tyler, TX 75711, along with the proposal submittal.

Vendors are required to download the CIQ form from the College's website, then complete the form and return it with the proposal submittal. <https://www.tjc.edu/rfp>.

State of Texas Government Codes: (H.B. No. 89) Chapter 2270, Sec. 2270.002: A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The College requires written verification located on the Vendor Information form, that your company does not boycott Israel and will not boycott Israel during the term of this contract.

(S.B. No. 252) Chapter 2252, Sec. 2252.152: Prohibits a governmental entity from contracting with companies engaged in business with Iran, Sudan, or any known terrorist organization. The College will review the Texas Comptroller's website list of companies know to have contracts with or provide supplies or services to a foreign terrorist organization.

State of Texas Government Code 2252.908: Awarded contractor will be responsible for complying with Texas Government Code 2252.908 in regards to House Bill 1295 relating to the disclosure of research, research sponsors, and interested parties by persons contracting with governmental entities and state agencies, which applies to a contract entered into after December 31, 2015. A Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes a list of each interested party for the contract of which the contracting business entity is aware and the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission. A copy of the rules and Certificate of Interested Parties Form 1295 can be found at the commission's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The Conflict of Interested Parties Form 1295 that your company receives from the Texas Ethics Commission, which has the certificate number in the upper right-hand corner, must be signed, scanned, then submitted with any final award.

Boycotting Energy Companies Notification: The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. Pursuant to Section 2274.002 of the Texas Government Code, each respondent must verify it does not boycott energy companies and will not boycott energy companies during the term of any contract. If respondent does not make that verification, respondent must so indicate in its response and state why the certification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000
3. The term "company" does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not

commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).”

Discrimination Against Firearms Entity or Trade Association: The following information is included in the terms and conditions of all bids, proposals and offers in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. Pursuant to Section 2274.002 of the Texas Government Code, respondent is required to make a verification it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If respondent does not make that verification, respondent must so indicate in its response and state why the verification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000

“Discriminate against a firearm entity or firearm trade association:” means (A) with respect to the entity or association, to: (i) refuse to engage in the trade of goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restricts or prohibits the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

Taxpayer Identification Number: As a business, Federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, Tyler Junior College requires you to complete the Request for Taxpayer Identification Number (W-9) form. Please complete the information on the form and return with your bid.

RFQ CHECKLIST

What must be returned with your RFQ Submittal:

Please make sure ALL pages that are to be returned with your submittal have been fully completed and legibly filled out and signed where applicable.

1. Cover Letter
2. Information Required from Respondent
3. Vendor Information Form
4. Vendor Certification Form
5. Conflict of Interest (CIQ) Form (Ref. Vendor Certification Form #2)
6. Your company’s W-9
7. Reference Sheet

VENDOR INFORMATION

Please type or print legibly

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Representative assigned to TJC account: _____

Years in business: _____ Number of employees: _____

- Vendor has insurance as requested and can provide a Certificate of Liability Insurance? ___ Yes / ___ No
- Vendor agrees to comply with all terms, conditions and specifications of this RFQ? ___ Yes / ___ No
- Submission is according to specifications in the RFQ? ___ Yes / ___ No
- Where does your company prefer to receive purchase orders?
 - Email _____

Name of Officer or Representative

Signature

Title of Officer or Representative

Date

Email

VENDOR CERTIFICATION FORM

1. **State of Texas Government Code 2252.908 (Certificate of Interested Parties Form 1295):** Successful bidders **awarded** contracts that are valued at \$50,000.00 or more are required by state law to go to the Texas Ethics Commission website and create a login and complete the required Certificate of Interested Parties Form 1295. Once the complete form has been signed, the Certificate of Interested Parties Form 1295 must be notarized and submitted to Tyler Junior College Purchasing Department's designated staff member listed in the solicitation. This will be required if you are awarded a contract.

Texas Ethics Commission Website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

2. **Conflict of Interest Questionnaire:** Respondents submitting a response to this solicitation must comply with applicable laws, ordinances and regulations including the State of Texas "Local Government Code Chapter 176". As applicable, the person submitting a response to this solicitation must complete and submit a Conflict of Interest Questionnaire form CIQ, in a formation approved the Texas Ethics Commission. **The form must be downloaded, completed and returned with this solicitation**, or sent via USPS to Dana Ballard, Director, Campus Services, Tyler Junior College, P. O. Box 9020, Tyler, TX 75711. A copy of the form can be found on the TJC website: <https://www.tjc.edu/rfp>
3. **Felony Conviction Notification:** Company owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this proposal, in accordance with sec. 44.034, Texas Education Code.

4. **Boycotting Energy Companies Notification:** Company owner/operator verifies respondent does not boycott energy companies and will not boycott energy companies during the term of any ensuing contract, or is exempt:
- a. Exemption claimed: _____

5. **Discrimination Against Firearms Entity or Trade Association:** Company owner/operator verifies respondent (1) does not have a practice, policy, guidance, or directive the discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association, or is exempt:
- a. Exemption claimed: _____

6. **Texas Government Code 2270 (Texas House Bill 89 and Texas Senate Bill 252):** By signing this document, vendor/company declares under penalty of perjury to be true and correct that my company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract or it's renewals; and does not contract with companies engaged in business with Iran, Sudan, or Terrorist Organizations.

7. **Delinquent Franchise Taxes:** Vendor/Company certifies that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas Franchise Tax, it shall certify to that effect.
- _____ I certify, the Corporation is exempt from payment of franchise taxes or is an out-of-state corporation.
- _____ I certify, there is not delinquent Texas franchise tax pending against the corporation.
- _____ I certify, there is delinquent Texas franchise taxes pending against the corporation.

8. **Texas Resident Information:** Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirements applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas and employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City/State) and or Number of employees based in Texas:

City/State: _____ Number of Employees that reside in Texas: _____

9. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:
- _____ No, Vendor is not currently debarred, suspended or otherwise ineligible.
- _____ Yes, Vendor is currently debarred, suspended or otherwise ineligible.

10. Addenda Acknowledgement: Vendor acknowledges receipt of and has reviewed (#) _____ addenda that have been issued and made a part of this RFQ.

VENDOR CERTIFICATION: The undersigned, on behalf of vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same specifications, and is in all respects fair and without collusion, fraud or unlawful acts. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment, or an offer of employment in connection with or arising from this sealed solicitation or subsequent contract. Vendor certifies that no relationship, whether by relative, business associate, capital funding agreement, or by any other such kinship exists between respondent and TJC.

Vendor represents and warrants that respondent has the necessary experience, knowledge, abilities, skills and resources to satisfactorily perform the terms, conditions and requirements of the RFQ.

Vendor declares under penalty of perjury all of the above to be true and correct. It is further certified that the person whose signature appears below is legally and duly authorized to execute this contract and empowered to bind the Company in whose name the solicitation is entered.

Submitted this _____ day of _____, 2024 by and for the company identified as follows:

Company Name: _____

Signature: _____ Printed Name: _____

Title: _____