

REQUEST FOR QUALIFICATIONS FOR
ARCHITECTURAL AND ENGINEERING SERVICES

TEXAS STATE TECHNICAL COLLEGE
Engineering Center CMAR Renovation
RFQ No.: L-005-12

DUE: March 29, 2012 @ 11:00 AM



Prepared By:
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REQUEST FOR QUALIFICATIONS FOR
DESIGN/BUILD
Texas State Technical College
Engineering Center CMAR Renovation
RFQ No.: L-005-12

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** Texas State Technical College (TSTC) (“Owner”) is soliciting statements of qualifications (“Qualifications”) for selection of an Architect/Engineer for design services in support of the renovation of TSTC Harlingen Building 20PM as an Engineering Center (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications. Texas State Technical College will be the fiscal agent and contract manager for the “Project” and reserves the right to accept or reject any and all proposals, waive any and all formalities, and select the proposal deemed to be in the best interests of TSTC Harlingen.
- 1.1.1 This Request for Qualifications (“RFQ”) is the first step in a two-step process for selecting an Architect/Engineer for the Project as provided by Texas Government Code §2254.004. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. **Based on the initial ranking, the Owner may select up to three (3) of the top ranked Qualification respondents for interview.** DUE TO THE NATURE OF THE PROJECT, THE COLLEGE WILL CONSIDER EITHER AN ARCHITECTURAL OR ENGINEERING FIRM AS PRIME CONTRACTOR.
- 1.1.2 In the second step of the process, Owner will attempt to negotiate a fair and reasonable price for the services to be provided with the top ranked respondent.
- 1.1.3 **Disclaimer.** Owner will make every effort to analyze the qualifications of the respondents in an objective and analytic manner which can be readily recorded and explained. The establishment of a successful Owner/Designer collaborative effort, however, is not easily reduced to quantitative data. Ultimately, the Owner will select the Architect/Engineer with whom it feels most comfortable and who it believes is most likely to produce a successful project outcome.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will follow the AIA standard format, as modified by mutual agreement of the parties.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by TSTC as an addendum on the TSTC Purchasing web site (<http://www.harlingen.tstc.edu/purchasing/MainBidPage.aspx>). It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by TSTC before the proposals are due as part of the RFQ, and respondents shall

acknowledge receipt of and incorporate each addendum in its Qualifications. **College will consider written questions only until March 20, 2012 @ 5:00 PM for the RFQ from potential proposers.**

- 1.4.1 Respondents shall consider only those clarifications and interpretations that TSTC issues by addenda. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

1.5 SUBMISSION OF QUALIFICATIONS:

- 1.5.1 **DEADLINE AND LOCATION: Texas State Technical College will receive Qualifications at the time and location described below.**

March 29, 2012 at 11:00 AM CST

**Texas State Technical College
Purchasing Office
Service Support Center Building
Harlingen, Texas 78550**

- 1.5.2 **Submit (five) 5 identical copies of the Qualifications.** An original signature must be included on the "Respondent's Statement of Qualifications and Ability To Undertake The Project" document submitted with each copy.

- 1.5.3 Submit one (1) original and one (1) copy of the HUB Subcontracting Plan (HSP) as separate attachments to the Qualifications as described in Section 1.13.

- 1.5.4 **Late received Qualifications will be returned to the respondent.**

- 1.5.5 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

- 1.5.6 Properly submitted Qualifications will not be returned to respondents.

- 1.5.7 Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the respondent.

- 1.5.8 Properly submitted Qualifications will be opened publicly and the names of the respondents will be read aloud.

- 1.6 **POINT-OF-CONTACT:** The Owner designates the following person, as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions, to the Point-of-Contact person.

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- 1.7 **EVALUATION OF QUALIFICATIONS:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. **The top three or fewer ranked respondents may be selected by the Owner to participate in step two of the selection process.**
- 1.7.1 Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation. Such information will be solicited from firms qualified by the Owner to participate in step two of the selection process.
- 1.8 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 1.10 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ process shall be at the sole risk and responsibility of the respondent. Respondents submit Qualifications and Proposals at their own risk and expense.
- 1.11 **PRE-SUBMITTAL CONFERENCE:** A pre-submittal conference will not be necessary. Campus Visits (if desired) may be coordinated with the Owner's Representative, Mr. Charles D. Smith, PE at (956) 364-4201, or via e-mail to Chuck.Smith@tstc.harlingen.edu. All visits shall be completed prior to March 21, 2012. Notice of any visits scheduled, along with answers to any questions asked shall be posted on the TSTC Purchasing web site (<http://www.harlingen.tstc.edu/purchasing/MainBidPage.aspx>).
- 1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.
- 1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of Texas State Technical College to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, TSTC has adopted State Policy on Utilization of Historically Underutilized Businesses. The Policy applies to all contracts with an expected value of \$100,000 or more. If TSTC determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Qualifications. Refer to the , Historically Underutilized Business subcontracting Plan (HSP) (attached) and the Summary of Requirements for a detailed list of attachments required with the Qualifications.
- 1.13.1 **STATEMENT OF PROBABILITY:** Texas State Technical College, has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the respondent's

Qualifications. The respondent shall develop and administer a HSP as a part of the respondent's Qualifications in accordance with the TSTC Policy on Utilization of Historically Underutilized Businesses (HUB).

- 1.13.2 Refer to the, Historically Underutilized Business Subcontracting Plan (HSP) (attached) and the Summary of Requirements for a detailed list of attachments required with the Qualifications.
- 1.13.3 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which attachments will be required to be completed and returned.
- 1.13.4 Submit one original and one copy of the HUB Subcontracting Plan **in a separate attachment apart from the submittal of qualifications.**
- 1.14 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.15 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include Texas State Technical College. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all

persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in the Uniform General and Supplementary General Conditions for Texas State Technical College Building Construction Contracts.

- 1.18 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to the Special Conditions. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.20 STATE REGISTRATION OF ARCHITECTURE FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners. 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.
- 1.21 STATE REGISTRATION OF ENGINEERING FIRMS: Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.
- 1.22 TSTC POLICY REGARDING RECEIVING BENEFITS, GIFTS AND HONORARIA: This administrative TSTC policy defines, and in most cases restricts, the benefits, gifts, honoraria and other entertainment activities all TSTC staff may be exposed to, and supplements any provisions of state law or UT System rule or policy that is less restrictive. The policy covers "Officer & Employee Ethics" not allowed and items typically allowed. TSTC recommends that all respondents review the policy, which can be found on the TSTC website at, http://www.system.tstc.edu/governance/sos/hr/HR_2_1_12.pdf and endeavor to use appropriate judgment related to the requirements and actions defined in the policy, during both the procurement phase and the contracting phase.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

Texas State Technical College System has four campuses: the original campus in Waco with a student enrollment of approximately 6,000; a campus in South Texas, located in Harlingen, with approximately 6500 students. There are smaller campuses in West Texas, with approximately 1500 students and Marshall with 650 students. The Chancellor of the System is located in Waco. For more general information on TSTC and its colleges, see: <http://www.tstc.edu/>.

2.2 MISSION STATEMENT:

Texas State Technical College System is a co-educational two-year institution of higher education offering courses of study in technical vocational education for which there is demand within the State of Texas. TSTC contributes to the educational and economic development of the State of Texas by offering occupationally oriented programs with supporting academic course work, emphasizing highly specialized advanced and emerging technical and vocational areas for certificates or associate degrees.

The Texas State Technical College System is authorized to serve the State of Texas through excellence in instruction, public service, faculty and manpower research, and economic development. The system's economic development efforts to improve the competitiveness of Texas business and industry include exemplary centers of excellence in technical program clusters on the system's campuses and support of educational research commercialization initiatives.

Through close collaboration with business, industry, governmental agencies, and communities, including public and private secondary and post secondary educational institutions, the system shall facilitate and deliver an articulated and responsive technical education system. In developing and offering highly specialized technical programs with related supportive coursework, primary consideration shall be placed on industrial and technological manpower needs of the state. The emphasis of each Texas State Technical College System campus shall be on advanced or emerging technical programs not commonly offered by public junior colleges.

2.3 PROJECT DESCRIPTION, SCOPE AND BUDGET:

Texas State Technical College (TSTC) ("Owner") is soliciting statements of qualifications ("Qualifications") for selection of an Architect/Engineer for the development of TSTC Harlingen Building 20PM as an Engineering Center ("Project"), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications. Texas State Technical College will be the fiscal agent and contract manager for the "Project" and reserves the right to accept or reject any and all proposals, waive any and all formalities, and select the proposal deemed to be in the best interests of TSTC Harlingen.

Total cost of the completed Engineering Center Project is anticipated to be approximately ten million dollars. The costs for design and construction of the project's first phase shall not exceed three point eight million dollars.

This project is funded internally by TSTC through local revenue bonds as part of the 2010 – 2020 Master Plan. The intention is to co-locate certain engineering and technical programs that share common laboratory requirements in order to provide improved instructional opportunities and enhanced resource utilization. Completion of the project is expected to involve at least three phases of construction, spread over a period of up to ten years or as required by campus growth. Programs included in the initial development phase are: Telecommunications Technology, Mechatronics Technology, Wind Energy Technology, and Air Conditioning and Refrigeration Technology.

The foundation of the facility to be renovated was originally constructed in 1941, and has had several buildings erected on it since that time. The current building envelope, within which the proposed renovations will largely take place, is an engineered metal building erected in 1996. Envelope repairs were conducted in 2010. The original through-fastened roof was replaced with a standing seam system during 2012. As part of the re-roofing effort, 154 kW of solar photovoltaic generating capacity was installed.

The scope of work for the selected respondent will include:

- 1) Development of Schematic and Design Development Drawings for landscape and site improvements to connect the Engineering Center to the rest of the campus as outlined in the Campus Master Plan. <http://www.harlingen.tstc.edu/Welcome/CampusMasterPlan.aspx>
- 2) Development of projected utility needs for the completed multi-phase project and production of Construction Documents related thereto.
- 3) Development of Schematic Designs for the eventual completion of the multi-phased center.
- 4) Completion of Construction Documents for all site, utility, structural, and architectural improvements required to construct the first phase of the project.

The Owner's current intent is that the development of the first phase of the Engineering Center will include:

- 1) All utility connections as required for eventual build-out of the multi-phase project;
- 2) Such approach and entry revisions as may be required for access to improved portion of the building;
- 3) Erection of a two-story classroom and office complex completely contained within the existing building envelope;
- 4) Erection of up to six technical laboratories on the existing concrete foundation, again largely contained within the existing building envelope.
- 5) Such additional information, plans and details as may be required to effect construction of the first phase of the project.
- 6) Certification as LEED (NC) Silver project.

Due to the multi-phase development sequence of this project, the College is stipulating that all plans and specifications developed under the contract with the A/E will become College property.

2.4 FACILITY PROGRAM:

A formal scoping document for the project, including a building program and notional layout for the first phase of the Engineering Center development will be posted as an addendum to this RFQ on 9 March 2012. The Owner intends to have the successful respondent be a part of the final development, verification and approval of the Program as a part of Preconstruction Services.

2.5 PROJECT PLANNING SCHEDULE: Key Project planning schedule milestones are:

▪ Architect & CMaR RFQ's Issued	29 February 2012
▪ Programming Complete	9 March 2012
▪ Architect & CMaR RFQ Submittals Received	29 March 2012 @ 11:00AM
▪ Architect Shortlist Selection	30 March 2012
▪ CMaR Shortlist Selection	02 April 2012
▪ Architect Interview Agenda Issued	02 April 2012
▪ CMaR RFQ and Interview Agenda Issued	02 April 2012
▪ Architect Interviews	4 April 2012
▪ CMaR RFP Submittals Received	4 April 2012
▪ CMaR Interviews (tentative)	5 April 2012
▪ Board of Regents appointment of Architect & CMaR	5 May 2012
▪ NTP - Schematic Design & Pre-Construction Services	7 May 2012
▪ Schematic Design Complete	1 June 2012
▪ Design Development Complete	1 August 2012
▪ Board of Regents Design Approval	10 August 2012
▪ Substantial Completion (Owner Occupancy)	15 December 2013
▪	

2.6 OWNER'S SPECIAL CONDITIONS: All special conditions are included within the Project Scoping Document.

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

3.1 CRITERIA ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT – VALUE: 5% (maximum 2 printed pages)

- 3.1.1 Provide a statement of interest for the Project including a narrative describing the respondent’s unique qualifications as they pertain to this particular Project.
- 3.1.2 Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.
- 3.1.3 Provide a statement on the availability and commitment of the respondent’s prime sub-contractors and their assigned professionals to undertake the Project. (At a minimum, this section shall include the Project Architect and Project MEP Engineer.)
- 3.1.4 Owner highly values the participation of firm Principals throughout the Schematic and Design Development/Project Costing phase of the project. Respondents who clearly state their commitment to have these key decision makers involved at this stage will receive highest marks. Owner cautions respondents not to make such a commitment lightly, as multiple, fast-paced design revisions are anticipated prior to achieving consensus on the CMaR’s Guaranteed Maximum Price (“GMP”).
- 3.1.5 Respondents are advised that Owner intends to be highly engaged throughout the Project. Provide a statement regarding your willingness or concern regarding Owner’s participation as an active member of the Design Team.

3.2 CRITERIA TWO: RESPONDENT’S ABILITY TO PROVIDE DESIGN SERVICES– (15%)

- 3.2.1 Provide the following information on your firm for the past **three** (3) fiscal years:
 - Volume - Annual number, value and percent change of contracts in Texas per year;
 - Revenues - Annual revenue totals and percent change per year;
- 3.2.2 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
- 3.2.3 Provide details of any past or pending litigation (or claims filed) against your firm that may affect your performance under a Contract with the Owner.
- 3.2.4 Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- 3.2.5 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

3.3 CRITERIA THREE: QUALIFICATIONS OF A/E TEAM– VALUE: 15%

- 3.3.1 Describe your management philosophy for the CMaR construction delivery method.
- 3.3.2 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for Pre-construction and Construction Services. Affirm that the individuals identified will be committed for the entire duration of the project.
- 3.3.3 Provide resumes of the A/E Principal Architect, Principal Engineer, Project Manager and lead Technical Consultants that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and their city(s) of residence.
- 3.3.4 Identify the proposed team members (including consultants) who worked on the Projects listed in Section 3.4 or 3.5 of this RFQ, and describe their responsibility in those projects compared to this project. Also, list other projects for which the consultant team members have worked with the respondent.

3.4 CRITERIA FOUR: RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE DESIGN/BUILD PROJECTS OR CMAR PROJECTS– VALUE: 25%

- 3.4.1 Identify and describe the proposed Team's past experience providing A/E services for Design/Build or CMAR projects within the last five (5) years. Select and present only the three most relevant projects, with the most relevant project listed first. Using no more than two pages per project, provide the following information for each project listed :
 - Project name, location, contract delivery method, and description
 - Color images (photographic or machine reproductions)
 - Final construction cost
 - Final project size in gross square feet
 - Type of construction (new, renovation, or expansion)
 - Actual Date of Notice To Proceed for Pre-Construction Services
 - Actual Date of Notice To Proceed, Substantial Completion, and Final Payment dates for Construction Services
 - Name of Project Manager (individual responsible to the Owner for the overall success of the project)
 - Name of Project Superintendent (individual responsible for coordinating the day to day work)
 - Names of Mechanical, Plumbing and Electrical subcontractors
 - Names of Architectural, Engineering and Technical consultants
 - The Owner's name and the name of the Owner's Representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number and current e-mail address.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ/P process. Failure to submit references may result in the Respondent's ineligibility to participate in the final Proposal Process.

3.4.2 Identify and describe the proposed Team's past experience providing A/E Services for LEED Certified structures within the last five (5) years. Select and present only the three most relevant projects, with the most relevant project listed first. (A Project submitted under Para. 3.4.1 may also be used in this section, however, the "green" attributes of the building should be highlighted in this section.) Provide the same information and reference information as requested in section 3.4.1 above for each project listed.

3.4.3 Identify and describe the proposed Team's past experience providing A/E Services for renovation projects within the last five (5) years. Select and present only the three most relevant projects, with the most relevant project listed first. (A Project submitted under Para. 3.4.1 may also be used in this section, however, the renovation unique attributes of the project should be highlighted in this section.) Provide the same information and reference information as requested in section 3.4.1 above for each project listed.

3.5 CRITERIA FIVE: RESPONDENT'S ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS ON PAST PROJECTS– VALUE: 10%

3.5.1 Describe your cost estimating methods. From any one (1) of the projects listed in response to Section 3.4 of this RFQ, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.

3.6 CRITERIA SIX: RESPONDENT'S ABILITY TO MEET SCHEDULES ON PAST PROJECTS– VALUE: 10%

3.6.1 Describe how you develop and maintain work schedules during design and construction to coordinate with the Owner's project schedule. From any of the projects listed in response to Section 3.4 of this RFQ, provide examples of how these techniques were used.

3.7 CRITERIA SEVEN: RESPONDENT'S KNOWLEDGE OF CURRENT DESIGN AND CONSTRUCTION METHODOLOGIES, TECHNOLOGIES, AND BEST PRACTICES– VALUE: 10%

3.7.1 Describe your firm's knowledge and implementation of current design and construction methodologies, technologies, and best practices. Give actual examples from prior projects.

3.7.2 Provide any other details regarding special services, products, advantages or other benefits offered to the Owner by the Respondent.

3.7.3 Describe your experience with the planning and design of energy conservation measures and compliance with State of Texas Energy Code compliance requirements in order to achieve energy cost savings.

3.8 CRITERIA EIGHT: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS– VALUE: 10%

3.8.1 Describe your understanding of the administrative challenges and opportunities associated with providing A/E services for Texas State Technical College on this project, and your strategy for resolving these issues.

3.8.2 Describe any litigation between the Owner and/or General Contractor and/or Architect and/or Engineer and/or Any Sub-Contractor involving any project you have participated in within the past five (5) years. For any combination of three (3) projects listed in response to Section

3.4 of this RFQ, describe any conflicts with the Owner, Consultants, Architect/Engineer, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.

3.9 EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

- 3.9.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
- 3.9.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 3.9.3 By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Qualifications.
- 3.9.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 3.9.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- 3.9.6 By signature hereon, Respondent represents and warrants that:
 - 3.9.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

- 3.9.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
- 3.9.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- 3.9.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
- 3.9.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
- 3.9.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.9.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.9.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- 3.9.9 By signature hereon, Respondent certifies as follows:
- 3.9.9.1 "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 3.9.9.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- 3.9.9.3 "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- 3.9.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State Technical College component, or Respondent has not been an employee of any Texas State Technical College component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- 3.9.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).
- 3.9.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 3.9.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.9.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 3.9.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.9.16 By signature hereon, Respondent certifies that no member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

Execution of Offer: RFQ No. L-005-12

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

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.13), and Execution of Offer do not count as printed pages. Bigger is not necessarily better.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.7 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**
- 4.2.2 Additional attachments shall **NOT** be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3. TABLE OF CONTENTS:

- 4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Qualifications.

4.4 PAGINATION:

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

SECTION 5 - ATTACHMENTS TO THE RFQ

5.1 TERMS & CONDITIONS/INSURANCE REQUIREMENTS/ BONDS

Items below apply to and become a part of Terms & Conditions of RFQ. Any exceptions thereto must be in writing.

BIDDING REQUIREMENTS

Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.

RFQ should be submitted on this form. RFQ must be time stamped at ordering agency on or before the hour and date specified for the RFP opening.

Late and/or unsigned RFQ will not be considered under any circumstances. Person signing RFP must have the authority to bind the firm in a contract.

Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

RFP prices are requested to be firm for TSTC acceptance for 30 days.

Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number

Sole owner should also enter Social Security Number

RFQ cannot be altered or amended after opening time. Alterations made before opening time should be initiated by bidder or his authorized agent. No RFQ can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.

Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.

TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the RFQ to best serve the interests of TSTC.

Consistent and continued tie bidding could cause rejection of bids by TSTC and/or investigation for antitrust violations.

SPECIFICATIONS

Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

Unless otherwise specified, items shall be new and unused and of current production.

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

Samples, when requested, must be furnished free of expense to TSTC. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach RFQ to sample.

Any oral statement or representation will not bind TSTC contrary to the written specifications of this Request For Qualifications (RFQ).

Manufacturer's standard warranty shall apply unless otherwise stated in the RFQ.

TIE BIDS

Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

DELIVERY

Show number of days required to place material in the TSTC central receiving designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

If delay is foreseen, vendor shall give written notice to the ordering agency. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the ordering agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

No substitutions permitted without written approval of TSTC.

Delivery shall be made during normal working hours only, unless prior written approval has been obtained from ordering agency.

INSPECTION AND TESTS

All goods will be subject to inspection and test by TSTC. Authorized ordering agency personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TSTC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

AWARD OF CONTRACT

A response to this RFQ is an offer to contract based upon the terms, conditions and specifications contained herein. RFQ do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, 2157.003 shall also be considered in making an award. Any legal actions must be filed in Cameron County, Texas.

PAYMENT

Vendor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, below.

PATENTS OR COPYRIGHTS

The vendor agrees to protect TSTC from claims involving infringement of patents or copyrights.

VENDOR ASSIGNMENTS

Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFQ must give the requisition number, codes, and opening date.

BIDDER AFFIRMATION

Signing this RFQ with a false statement is a material breach of contract and shall void the submitted RFQ or any resulting contracts, and the vendor shall be removed from all bid lists.

The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted RFQ.

Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to Section 2155.004 Government Code the bidder has not received compensation for participation in the preparation of the specifications for this RFQ.

Pursuant to Section 231.006(d), Family Code (relating to child support), the bidder certifies that the individual or business entity named in this bid is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Under Section 2155.004 Government Code the bidder certifies that the individual or business entity named in this RFQ is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract. Bidder agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies bidder will complete the following information in order for the RFQ to be evaluated:

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency:_____

Date of Employment with bidder: _____

Bidder agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

Pursuant to Section 231.006, Family Code, RFQ must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach name & social security numbers for each person. This information must be provided prior to contract award.

NOTE TO BIDDER

Any terms and conditions attached to a RFQ will not be considered unless specifically referred to on this RFQ form and may result in disqualification of the RFQ.

The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.

BEST VALUE CRITERIA

- the quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- the number and scope of conditions attached to the bid;
- the ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- whether the bidder can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- the character, responsibility, integrity, reputation, and experience of the bidder;
- the quality of performance of previous contracts or services;
- any previous or existing noncompliance by the bidder with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;
- the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; and the ability of the bidder to provide future maintenance, repair parts, and service for the use of the contract.

INSURANCE REQUIREMENTS

In any contract, which is awarded by Texas State Technical College Harlingen (The College), and in which exists the possibility for the risk of personal injury, the Vendor must agree to procure and keep in force insurance with companies acceptable to the College. Such insurance must conform to the following provisions and in amounts no less than those specified below:

- A. The Vendor must show proof of such insurance on or before 10 days after an award has been made or before such services or work can begin. Approval of the insurance by The College shall not relieve or decrease the liability of the Vendor.
- B. Unless otherwise provided for in the Supplementary Conditions, the Vendor shall provide and maintain, until the work covered in the Contract is completed and accepted by the college, the minimum insurance coverage in one of the following optional schedules. When the Vendor includes the excess liability coverage, the limits of other required coverage may be reduced to the amount shown within the parenthesis.

TYPE OF INSURANCE	LIMITS OF LIABILITY
Workmen's Compensation	Statutory Limits
Employer's Liability	\$100,000 each occurrence \$300,000 aggregate
Comprehensive General Bodily Injury	\$250,000 each occurrence \$500,000 each occurrence
Property Damage	\$300,000 each occurrence
Comprehensive Auto Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$300,000 each occurrence

PAYMENT BOND

Surety Bond No. _____

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF }

That we, _____ as
Principal, and _____ as Surety
are hereby held and firmly bound unto the State of Texas as Oblige in the penal sum of
_____ Dollars \$ _____ for the payment
whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain
Contract, hereto attached and made a part hereof, with the State of Texas, acting by and through the
Board of Regents of The University of Texas System for and on behalf of, The University of Texas at
Austin dated _____, for _____
(Project No. _____).

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall
promptly make payments to all claimants as defined in Chapter 2253 of the Texas Government Code, as
amended, of all persons supplying labor and materials in the prosecution of the work provided for in said
Contract, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

In the event that the Principal fails to promptly pay when due persons who have supplied labor,
materials, or supplies used in the performance of said Contract, the Surety will, upon receipt of notice
from the State of Texas or a claim in the form required by law, satisfy all undisputed balances due and
make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but
in no event shall the liability of the Surety for the Principal's failure to promptly pay for labor, materials,
or supplies exceed the penalty of this bond.

The Surety agrees to pay to the State of Texas upon demand all loss and expense, including
attorney's fees, incurred by the State of Texas by reason or on account of any breach of this obligation by
Surety.

Provided further, that this bond is made and entered into for the protection of all claimants
supplying labor and material in the prosecution of the work provided for in said contract, and all such
claimants shall have a direct right of action under the bond as provided in Section 2253.021, Texas
Government Code, as amended. If any legal action is filed upon this bond, venue shall lie in the county
where the said Contract is to be performed.

By signature hereon, if the amount of this bond exceeds \$100,000, then the Surety attests that at
the time the bond was executed (and Surety shall provide the Oblige with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the
Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of
authority from the United States Secretary of the Treasury.

PMCS

041502

PAYBND-1

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

ATTEST:

(Signature)

(Typed Name and Title)

Principal

By: _____
(Signature)

(Typed Name and Title)

(SEAL)

ATTEST:

(Signature)

(Typed Name and Title)

Surety

By: _____
(Signature)

(Typed Name and Title)

Surety's Texas Local Recording
Agent or Resident Agent:

(Signature)

(Typed Name)

Surety's Home Office Agent or
Servicing Agent:

Name _____

Title _____

License No.: _____

Address: _____

File No.: _____

Address: _____

Telephone No. _____

Telephone No. _____

PMCS

041502

PAYBND-2

PERFORMANCE BOND

Surety Bond No. _____

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF }

That we, _____ as
Principal, and _____ as Surety
are hereby held and firmly bound unto the State of Texas as Oblige in the penal sum of
Dollars \$ _____ for the payment whereof,
the said Principal an Surety bind themselves, their heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain
Contract, hereto attached and made a part hereof, with the State of Texas , acting by and through the
Board of Regents of The University of Texas System for and on behalf of, The University of Texas at
Austin dated _____, _____, for _____
(Project No. _____).

NOW, THEREFORE, the condition of the obligation is such that, if the Principal shall faithfully
perform the Contract in accordance with the Plans and Specifications and Contract Documents, and shall
fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas
may suffer by reason of Principal's default or failure so to do and shall fully reimburse and repay the
State of Texas all outlay and expense which the State of Texas may incur in making good any such
default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal is declared in default under the said Contract, the Surety will, within
fifteen (15) days of the State of Texas' declaration of such default, take over and assume completion of
said Contract and become entitled to the payment of the balance of the Contract Price. Conditioned upon
the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default
shall not exceed the penalty of this bond.

The Surety agrees to pay to the State of Texas upon demand all loss and expense, including
attorney's fee, incurred by the State of Texas by reason of or on account of any breach of this obligation
by Surety.

This bond is issued pursuant to the requirements in Section 2253.021, Texas Government Code,
as amended.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county
where the said Contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the said Contract, or to the work to be performed
there under, or the Specifications accompanying the same, shall in anywise affect its obligation on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the
terms of the Contract or to the work or to the Specifications.

By signature hereon, if the amount of this bond exceeds \$100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

ATTEST:

(Signature)

(Typed Name and Title)

Principal

By: _____
(Signature)

(Typed Name and Title)

(SEAL)

ATTEST:

(Signature)

(Typed Name and Title)

Surety

By: _____
(Signature)

(Typed Name and Title)

Surety's Texas Local Recording
Agent or Resident Agent:

(Signature)

(Typed Name)

License No.: _____

File No.: _____

Address: _____

Telephone No. _____

Surety's Home Office Agent or
Servicing Agent:

Name _____

Title _____

Address: _____

Telephone No. _____

5.2 HUB SUBCONTRACTING PLAN (HSP)



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: ____/____/____
(mm/dd/yyyy)

Enter your company's name here: _____

Requisition #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

HSP – SECTION 2
(Continuation Sheet)

SECTION 3**SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature_____
Printed Name_____
Title_____
Date

- REMINDER:** ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

(Rev. 10/11)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # (Required if Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

(Rev. 10/11)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ - Yes (If Yes, to continue to SECTION B-4.)
☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
		/ /	☐ - Yes ☐ - No
		/ /	☐ - Yes ☐ - No
		/ /	☐ - Yes ☐ - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>

- d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
	/ /	☐ - Yes ☐ - No
	/ /	☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: _____

Requisition #: _____

SECTION B-4 SUBCONTRACTOR SELECTION

- a. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # (Required if Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%

- b. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in Section C reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Section A	PRIME CONTRACTOR'S INFORMATION	
Company Name:	_____	State of Texas VID #: _____
Point-of-Contact:	_____	Phone #: _____
E-mail Address:	_____	Fax #: _____

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name:	_____	
Point-of-Contact:	_____	Phone #: _____
Requisition #:	_____	Bid Open Date: _____

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: _____ (Date) (Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)	
2. Scope of Work:		
3. Required Qualifications: ☐ - Not Applicable		
4. Bonding/Insurance Requirements: ☐ - Not Applicable		
5. Location to review plans/specifications: ☐ - Not Applicable		

SECTION 6 – ATTACHMENTS TO THE RFQ

6.1 LOCKHEED MARTIN (CONSTRUCTION DOC.)

6.2 AN AMERICAN BUILDING

6.3 ENGINEERING CENTER (EXISTING PLAN)