



Midwestern State University Request for Qualifications

RFQ# 735-17-6194

Request for Qualifications – Civil Engineering Services

General:

Midwestern State University solicits responses to the Request of Qualifications (RFQ) for firms interested in assisting with various civil engineering activities and projects. The work to be performed will include the development of plans, specifications and estimates and to provide professional expertise to the University on an as-needed basis. The maximum amount available for fees in any given fiscal year totals \$100,000.00. This is not a commitment or guarantee by the University of \$100,000.00 per fiscal year but an agreement that services may be requested up to the \$100,000.00 cap in any given fiscal year. The University anticipates contracting for services November 2016 through August 31, 2016 with two possible extensions of one-year terms.

Scope of Services:

Civil Engineering services:

1. Perform surveys on University properties and provide AutoCAD drawings of the results.
2. Develop design drawings, specifications, and any other construction documents for designated projects requiring civil engineering design.
3. Develop project estimates and budgets for civil engineering projects.
4. Assist the University in the evaluation of bid proposals from solicited contractors.
5. Assist in construction oversight and inspection of the civil engineering phase of projects.

Respondent Submission:

Midwestern State University will not be responsible for any expenses relating to response development, documentation, or interview/presentation that may result from this solicitation. Failure to provide the following information shall result in the disqualification of your response.

- The respondent shall submit one original response (marked “Original”) Via E-mail. Responses shall be on single-sided 8 ½” x 11” paper.

- Response information submitted shall correspond to the sections listed below and shall be in the following order:
 1. Company name, address, phone number, legal status (corporation, partnership, etc.)
 2. Name, phone number and email address of person Midwestern State University should contact with any questions.
 3. Name and title of person submitting solicitation.
 4. The proposed firm must demonstrate that a **Professional Engineer** registered and licensed in Texas will sign and/or seal the work to be performed on the contract.
 5. Company licenses required by the Texas Board of Professional Engineers.
 6. Documentation of firm’s history, including capabilities in the area of services to be provided, size and scope of operation. This shall include experience as described in a scope of work that demonstrates an expertise in providing the civil engineering services, and number of years in business. Verifiable experience in working with higher education entities shall be included when applicable.
 7. Demonstrated record of accomplishment of meeting deadlines and working within budget on relevant projects.
 8. A suitably sized and experienced staff to meet the required demands of this agreement.
- Ensure the proposal is signed by the owner, principal partner, or chief executive officer.
- Award of this agreement will be contingent on availability of Midwestern State University funds.

Selection Procedure:

Following receipt and evaluation of responses to the RFQ, a firm or firms will be selected for further consideration. Responses to the RFQ will be evaluated by an appointed committee based on technical qualifications and the firm’s ability to provide the services. Firms may be requested to make presentations if deemed necessary. Negotiations will begin with the firm determined to be most qualified.

Proposal Evaluation:

The following criteria will be used to evaluate all submissions:

No.	Criteria	Weight
1	Related project experience of the <u>specific</u> individuals who would be assigned to provide professional services to the University.	40%
2	Project experience of the firm with relevance to higher ed such as parking lots, road design, storm water containment, hardscape designs, etc.	25%
3	Past performance in terms of quality work and compliance with performance schedules.	10%
4	Prior favorable service to Midwestern State University or other institutions of higher education.	10%
5	Assigned personnel are stationed within close driving distance (<50 miles) of Wichita Falls.	10%

6	Completeness and general response to this Request for Qualifications.	5%
7	Demonstrated knowledge of local building codes.	Mandatory
8	Evidence that the firm is currently licensed/registered to provide services in the State of Texas.	Mandatory
9	Certified statement that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.	Mandatory

It is understood that Midwestern State University reserves the right to accept or reject any or all responses to this RFQ as it shall deem to be in the best interest of the University. Qualification Statements shall be received and acknowledged only so as to avoid disclosure of the contents to competing bidders and kept secret during the negotiations/evaluation process.

However, all documentation shall be open for public inspection after a contract is awarded, except for trade secrets and confidential information so identified by bidder. All confidential information should be clearly marked in red.

Submission Deadline:

The qualification information is to be submitted by 2:00 pm CST, **Friday, October 28, 2016**. The University may, at its sole discretion, request oral presentations by firms selected for final consideration.

Qualification Statements are to be mailed or hand delivered to:

Stephen Shelley
 Director of Purchasing & Contract Management
 Midwestern State University
 3410 Taft Blvd, Daniel Building
 Wichita Falls, Texas 76308-2099
 Phone: (940) 397-4110
 stephen.shelley@mwsu.edu

Late statements and facsimiles will not be accepted. Each firm is responsible for insuring responses to the RFQ have been delivered by date, time and location specified.

Questions related to the scope of services, submittal of Qualification Statements, or the solicitation process shall be directed to:

Stephen Shelley
 Director of Purchasing & Contract Management
 Midwestern State University
 3410 Taft Bldg, Daniel Building
 Wichita Falls, TX 76308-2099
 Phone: (940) 397-4110
 stephen.shelley@mwsu.edu

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone Number:

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20 _____.

Notary Public in and for the State of _____.

AGREEMENT BETWEEN
MIDWESTERN STATE UNIVERSITY
AND
for

This Agreement is made as of ____ 20 (the “Effective Date”), by and between:

The Owner: The Board of Regents c/o
Midwestern State University
3410 Taft Blvd.
Wichita Falls, Texas 76308

and

The Engineering Firm:

for

The Project:

The Owner and the Engineering Firm agree as follows:

ARTICLE 1
ENGINEERING FIRM’S SERVICES

Engineering Firm agrees to perform the services specifically described in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of Engineering Firm’s obligations under this Agreement (collectively, “Engineering Firm Services”). To the extent of any conflict between the terms in Exhibit 1 and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 2
ENGINEERING FIRM’S RESPONSIBILITIES

Engineering Firm agrees to use Engineering Firm's best efforts, skill, judgment, and abilities so as to perform Engineering Firm's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Engineering Firm shall at all times provide sufficient personnel to accomplish Engineering Firm's Services in

a timely manner. Engineering Firm shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Engineering Firm's obligations under this Agreement.

Engineering Firm agrees to perform Engineering Firm's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

Engineering Firm's Services shall be reasonably accurate and free from material errors or omissions. Engineering Firm shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Engineering Firm without any additional cost or expense to Owner.

Engineering Firm shall designate a representative primarily responsible for Engineering Firm's Services under this Agreement. The designated representative shall act on behalf of Engineering Firm with respect to all phases of Engineering Firm's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

The Project Engineering Firm shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of \$500,000 each claim and \$500,000 aggregate. The fees for such insurance will be at the expense of the Project Engineering Firm. Project Engineering Firm shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Project Engineering Firm's professional liability insurance before commencement or continuation of performance of the services under this Agreement.

ARTICLE 3 THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Engineering Firm with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Engineering Firm and as reasonably necessary for the completion of Engineering Firm's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

The Owner will review the Engineering Firm's drawings, specifications and other documents of service produced by Engineering Firm's in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Engineering Firm of any design fault or defect in Engineering Firm's Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Engineering Firm's Services.

The Owner designates _____ as its representative authorized to act in the Owner's behalf with respect to the Project.

ARTICLE 4 OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Engineering Firm as instruments of service are and shall remain the property of the Engineering Firm whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Engineering Firm.

ARTICLE 5 DISPUTE RESOLUTION

To the extent that Chapter 2260 of the Texas Government Code ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, by Owner and Engineering Firm to attempt to resolve any claim for breach of contract made by Engineering Firm. All Engineering Firm contract claims must be submitted in accordance with the procedures and requirements of Chapter 2260 and the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

In accordance with Chapter 2260, the Owner designates _____ as its representative for the purpose of reviewing Engineering Firm's claim(s) and negotiating with Engineering Firm in an effort to resolve such claim(s).

ARTICLE 6 PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Engineering Firm.

In the event of termination through no fault of the Engineering Firm, Engineering Firm shall be equitably compensated for all Engineering Firm Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7
MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Engineering Firm and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Engineering Firm, and Engineering Firm's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law.

Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Engineering Firm recognizes that Engineering Firm is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Engineering Firm or its employees with any benefits normally associated with employee status. Engineering Firm will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Engineering Firm in the performance of services for Owner, which is not generally known to the public, shall be confidential and Engineering Firm shall not disclose any such confidential information, unless required by law. Engineering Firm shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of
Owner.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Ethic's Policy's, located in the University's Policy and Procedure's Manual, numbers 2.25 and 3.314, and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's policy's, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Facsimile notices are deemed effective on the first business day following the date the facsimile notice is received. Notices shall be sent to the following addresses:

To Owner:

**Midwestern State University
3410 Taft Blvd.
Wichita Falls, Texas 76308**

Fax No. 940-397-4530

With Copy to: Mr. Barry L. Macha General Counsel
Midwestern State University
3410 Taft Blvd.
Wichita Falls, Texas 76308

Fax No. 940-397-4530

To Engineering Firm:

Fax No.

The parties may designate alternative persons or addresses for receipt of notices by written notice.

ARTICLE 8
DIRECT SALARY EXPENSE

Direct Salary Expense (“DSE”) is defined as the actual salaries of the Engineering Firm’s personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Engineering Firm’s Services, Engineering Firm shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage.

ARTICLE 9
REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Engineering Firm’s Services and include actual and reasonable expenses incurred by the Engineering Firm, its employees and its Architects solely and directly in connection with the performance of Engineering Firm’s Services for the following:

Expense of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner.

Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Engineering Firm and its Architects.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Engineering Firm and the Engineering Firm's Architects.

ARTICLE 10 ADDITIONAL SERVICES

Additional Services are services not included in the Engineering Firm's Services and not reasonably inferable from Engineering Firm's Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Engineering Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Engineering Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Engineering Firm pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 11 PAYMENTS TO ENGINEERING FIRM

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

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

Owner shall have the right to withhold from payments due Engineering Firm such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Engineering Firm or failure of Engineering Firm to perform its obligations under this Agreement.

ARTICLE 12
ENGINEERING FIRMS ACCOUNTING RECORDS

Records of Engineering Firm costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Engineering Firm in writing. Engineering Firm's records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 13
INSURANCE

For services performed on Owner's premises, the Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Business Auto Liability	
Combined Single Limit	\$1,000,000 each occurrence
Worker's Compensation	Statutory Limits

Services Provider shall include the Owner as an additional insured on the General Liability policy, and the Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner.

Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Upon request the Service Provider shall furnish complete sets of its insurance policies to Owner for review.

ARTICLE 14
INDEMNITY

The Services Provider shall hold Owner, Midwestern State University, and the Regents, officers, agents and employees of both institutions harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner, their Regents, officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the Services Provider, its employees, agents and/or assigns.

ARTICLE 15
ENGINEERING FIRM'S COMPENSATION

The Engineering Firm's Compensation for Engineering Firm's Services shall be as described in Exhibit 1. The maximum fee for Engineering Firm's Services shall not exceed _____ Dollars (\$_____).

The Engineering Firm's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

For Reimbursable Expenses approved by the Owner, a multiple of one and one-tenth (1.10) times the actual expense incurred by Engineering Firm, its employees or its Architects.

The Owner and Engineering Firm have entered into this Agreement as of the Effective Date.

MIDWESTERN STATE UNIVERSITY: _____ :

By: _____

By: _____

Print Name:

Print Name:

Date:

Date:

Title:

Title:

EXHIBITS

SAMPLE