

**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEER PROFESSIONAL  
SERVICES**

**FOR  
MAVERICK COUNTY HOSPITAL  
DISTRICT  
EAGLE PASS, TX**

**MCHD RW PROGRAM  
EXPANSION**

**RFQ No.:  
2023-2**

**Submission Date:  
July 28<sup>th</sup> 2023 – 12:00 p.m.  
(C.S.T.)**

**Prepared By:**

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**REQUEST FOR QUALIFICATIONS FOR ENGINEER  
PROFESSIONAL SERVICES MAVERICK COUNTY  
HOSPITAL DISTRICT  
EAGLE PASS, TX  
MCHD RW EXPANSION PROJECT  
RFQ No.: 2023-2**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** Maverick County Hospital District, is soliciting Statements of Qualifications (“Qualifications”) for the selection of an Engineer (“A/E”) firm for design of the **MCHD RW Expansion Project** (“Project”) on the Maverick County Hospital District Property, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (“RFQ”). Prospective A/E firms are hereinafter referred to as “Respondents”.
- 1.1.1 Collecting Qualifications in response to this RFQ is the first step in selecting an Engineering firm.  
This RFQ provides the information necessary for Respondents to prepare and submit Qualifications for consideration by the Owner. In the next step the Owner will determine an initial ranking of the Respondents. If the initial ranking of the Respondents is reasonably conclusive, the Owner may make a “most qualified” selection based upon the written Qualifications only. If not, then the Owner may conduct interviews with a “short list” of Respondents.
- 1.1.2 The Owner may select up to five (5) of the top ranked qualified Respondents to participate in an interview with the Owner to confirm and clarify the Qualifications submitted and to answer additional questions. The Owner will then rank the interviewed Respondents in order to determine the single most qualified Respondent.
- 1.1.3 After selecting the most qualified Respondent the Owner will negotiate the detailed professional services to be provided by the A/E and a suitable fee for those services. The Owner will request a fee proposal from the most qualified Respondent, with supporting information demonstrating that the requested fee is justified by the level of effort (and related personnel costs) required to provide the services necessary for the design of the Project.
- 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. The Owner 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 be in the form of the Owner’s Engineer Agreement for Construction Projects.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Discrepancies, omissions or doubts as to the meaning of RFQ documents shall be communicated in writing to the Owner for interpretation. Any responses to inquiries, clarifications or interpretations of this RFQ that materially affect or change

its requirements will be posted by the Owner as a written addendum. All such addenda issued by the Owner before the proposals are due, become part of the RFQ. Respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications. Respondents shall be required to consider only those clarifications and interpretations that the Owner 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. It is the responsibility of all Respondents to check the status of formal addenda five (5) calendar days prior to the submittal deadline. The deadline for the receipt of written questions and submittal deadline is stated in Section 2.5.

1.4.1 ADDENDA AND AWARD INFORMATION, MAY BE ISSUED BY THE OWNER FOR THIS RFQ VIA THE WEBSITE AT THE FOLLOWING LINK: <https://www.mchdep.org/> WITH A REFERENCE TO MCHD RW EXPANSION PROJECT 2023-2.

1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 The Qualifications must be received **at the address specified in Section 1.5.2 prior to the date and time deadline**. The Owner will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received by the District.

1.5.2 DEADLINE AND LOCATION: The Owner will receive Qualifications for RFQ No. 2023-1 at the time and location described below.

**July 28 - 12:00 p.m. (C.S.T.)**

Nestor D. Bonilla, Chief Financial Officer  
Maverick County Hospital District  
3406 Bob Rogers Dr. Suite 230  
Eagle Pass, TX 78852

1.5.3 Submit 5 (5) identical copies of the Qualifications. An original signature must be included on the Respondent's "Execution of Offer" document submitted with each copy.

1.5.4 RESERVED

1.5.5 Qualifications received after the deadline in Section 1.5.2 will be returned to the Respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the RFQ submittal location identified above.

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

1.5.7 Properly submitted Qualifications will not be returned to Respondents.

1.5.8 Qualification and HSP materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person. Packages must clearly identify the submittal deadline, the RFQ title and number, and the name, return address and email address of the Respondent contact person on all envelopes. The HSP (electronic and hard copies) shall be included with the Qualifications packet but sealed separately.

- 1.5.9 Properly submitted Qualifications will be opened publicly and the names of the Respondents will be read aloud immediately after the submissions of Qualifications deadline stated in Section 1.5.2.
- 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 and technical specifications, to the Point-of-Contact person **by email only**.
- Alma Martinez, Chief Executive Officer  
Email: [ar.martinez@mchdep.org](mailto:ar.martinez@mchdep.org)
- 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 a Selection Committee appointed by the Chairman of the Board of Directors, or their designee. . The top five (5) or fewer ranked Respondents may be selected by the Owner for further consideration by participating in an interview wherein Qualifications will be presented and examined in further detail and where questions will be posed by the Selection Committee and answered by the Respondent.
- 1.7.1 Qualification submittals should not include any information regarding Respondent’s proposed fees, pricing, or other compensation considerations as these will not be a factor in the selection of the most qualified Respondent.
- 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 select one or more Respondents to provides services for one or more aspects of the Project to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all submissions 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. Determinations by the Selection Committee will be subject to routine administrative review by the Owner’s executive officers but, once a selection is announced, it will not be subject to further review.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this RFQ shall be at the sole risk and responsibility of the Respondent.
- 1.11 RESERVED.
- 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 RESERVED
- 1.14 RESERVED.

- 1.15 SALES AND USE TAXES: Section 151.311, *Texas Tax Code*, 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 the Owner. 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 (Texas Tax Code Chapter 171). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 RESERVED
- 1.18 RESERVED
- 1.19 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.
- 1.20 NON-BOYCOTT ISRAEL VERIFICATION: Pursuant to Section 2270.002 of the *Texas Government Code*, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
- 1.21 RESERVED.
- 1.22 CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252.152, Texas Government Code, Respondent hereby certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 1.23 NON-DISCRIMINATION OF FIREARM INDUSTRY VERIFICATION: Pursuant to Chapter 2274, Texas Government Code (as enacted in SB 19 in the 87<sup>th</sup> Regular Legislative Session [2021]), Respondent hereby verifies that either (i) it has less than ten (10) full time employees; or (ii), it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined under Section 2274.001, Texas Government Code) and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- 1.24 ANTI-BOYCOTT ENERGY COMPANIES VERIFICATION: Pursuant to Chapter 2274.002, Texas Government Code (as enacted in SB 13 in the 87<sup>th</sup> Regular Legislative Session [2021]), Respondent hereby certifies that either (i) it has less than ten (10) full time employees or (ii) it does not "boycott energy companies" (as defined under Section 809.001, *Texas Government Code*) and will not "boycott energy companies" during the term of this Agreement.

1.25 RESERVED

- 1.26 CRITICAL INFRASTRUCTURE AFFIRMATION: Pursuant to Section 2274.0102, Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.

## **SECTION 2 – EXECUTIVE SUMMARY**

### **2.1 HISTORICAL BACKGROUND:**

Maverick County Hospital District is a designated political subdivision of government entity authorized by the Constitution of the State of Texas Section 9 Article IX on May 11<sup>th</sup>, 1965. For the last fifty-three years, Maverick County Hospital District has served in its primary capacity to service the Indigent population with primary and preventive healthcare services of Maverick County through the Medical Financial Assistance Program (MFAP). As the payer of last resort, Maverick County Hospital District shall provide assistance only if there is no other source of public or private resource of eligibility. The Medical Financial Assistance Program extended their services to better serve their clients through the Federally Facilitated Marketplace and as a Certified Organizational Entity in Maverick County for the Affordable Care Act. We have also collaborated with Texas Health and Human Services Commission (HHSC)-Community Partner Program to provide assistance with enrollment into Supplemental Nutrition Assistance Program (SNAP), Medicaid and Temporary Cash Assistance for Needy Families (TANF) benefits via YourTexasBenefits.com. In addition, the Hospital District participates in the Medicaid Section 1115(a) Waiver program, a program designed to benefit hospitals that service low income and indigent patients. As part of the program the hospital district advances funds through intergovernmental transfers that are matched with federal funding to pay for services rendered to low income and indigent patients. The MFAP also collects a client cost share from clients that are certified on the program from 0%- to 200% of the Federal Poverty Limit as provided by the State of Texas.

In 2005, Maverick County Hospital District petitioned State legislators to allow hospital districts to hire and employ physicians. Due to the sense of urgency, the request was granted to allow the hospital district to employ physicians to serve the medically underserved community. In 2006 Maverick County Hospital Districted launched the Physician Specialty Group to provide health care services for all patients regardless of ability to pay. The Physician Specialty Group (PSG) participates with the Centers for Medicare and Medicaid Services in the Meaningful Use Incentive Program Electronic Healthcare Record Systems. PSG has established processes in place to meet electronic clinical quality measure specifications for their multiple specialty services through Physician Quality Reporting System (PQRS) and the Medicare EHR Incentive Program. PSG participates in the 1115 Waiver Program in Region 20 with Webb County via a Delivery System Reform Incentive Payment Projects (DSRIP) through “Expansion of Oncology Cancer Center”. The Physician Specialty Group services include: general surgery, vascular surgery, colorectal surgery, infusion therapy, chemotherapy, oncology, hematology, podiatry, urology, endocrinology, and diabetes education and pain management. The PSG has the only Certified Diabetes Self-Management Education Program by the American Diabetes Association in the service region and has the only Registered Nurse that is Certified Diabetes Instructor.

The Medical Financial Assistance Program (MFAP) also provides assistance through the Breast and Cervical Cancer Services (BCCS) since 2009. The program is a state and federally funded program that provides assistance to uninsured, low-income eligible clients for quality, accessible screening

and diagnostic services for breast and cervical cancer.

Since 2012, MCHD has offered assistance to Maverick County residents through the HIV Ryan White Services. The Program is a state and federally funded program that provides low-income, underinsured and uninsured individuals that are affected by the HIV/AIDS disease. In each of the programs intervention services are required and carried out. MCHD currently has working relationships with clinical providers and their staff to process payments, submit medical case notes, lab results, and everything related to patient care to implement standards of care and medical billing. While none of the systems are able to communicate directly with our organization electronically at this time, we have been able to establish working systems to be able to fulfill our program goals and objectives. Program managers continuously track patient claims and other pertinent data to be in compliance with program goals and objectives. Semi-annual audits of patient claims are reviewed by the grant managing agency and random audits are conducted to ensure that all case management activities are monitored.

In 2018, Maverick County Hospital District incorporated primary care into the service model offered at MCHD. In an effort to address the gaps in healthcare shortage, we hired 4 primary care providers to help diagnose, treat, and prevent illnesses in our community.

MCHD has been providing behavioral health services since 2019. We built the first behavioral healthcare model that is accessible to all types of payers: self-pay, indigent, private payer, Medicaid, and Medicare. Our treatment team now includes one Licensed Marriage Family Therapist, one Licensed Professional Counselor, and a Licensed Professional Counselor Associate.

The MCHD is currently housed in a 40,000 square foot, 2-story medical building in Eagle Pass, Texas. The structure was constructed in October 2007 and sits approximately 100 yards northwest from Fort Duncan Regional Medical Center. There are (12) suites that include (2) general office suites, (8) medical office suites, (1) educational kitchen suite, (1) infusion suite, and (1) conference room. The conference room is equipped with a T-1 line that has a capability for distance learning to assist with staff development/training.

The hospital district is committed to maintaining and strengthen existing community relationships as the mission of the district providing necessary resources and public healthcare to best serve the needs of our service area. The hospital district identifies their community resource partners in each of the service areas by assessing the population to be served and the requirements of the program. An internal assessment is conducted to determine the appropriate community resources and uses. MCHD also reaches out to new and developing community resources to establish working linkages and maintain stable community resources so that program participants will stay informed of the services available to the community. By partnering with existing organizations we initiate working relationships to encourage education, training, and maintain access to quality healthcare with healthcare in our service area. During this time the district has built solid business and professional connections including political, educational, social and personal relationships and all combined with a good percentage of family ties and relationships.

- 2.2 **MISSION STATEMENT:** To promote communication and collaboration among the local medical community, county, city, state and federal health authorities; Foster a better understanding of health needs and problems; Promote public and personal health through mutual assistance and cooperation between the participating institutions; and Carry out support activities for health programs to the mission of the Maverick County Hospital District, the Maverick County Hospital District Strategic Plan, and the planning process overall.



- 2.3 **PROJECT DESCRIPTION, SCOPE:** The Maverick County Hospital District (District) seeks to hire professionals (engineer) to plat, plan, design, inspect and evaluate the construction, and development of one or more new modular/portable buildings, as part of the Maverick County Hospital District RW Expansion project Ryan White administration

The MCHD RW Expansion project will take place current MCHD land. The development will request the construction of (i) infrastructure to serve the modular building including parking area (cut and fill, including soil removal, subgrade preparation, installation of Flex Base and construction of new curb and gutter. Also include utilities (water line and connection, sanitary sewer and connection, new roof canopy and ADA ramps and sidewalks.

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

2.5.1	Owner publishes RFQ for A/E Professional Services .....	7/12/2023
2.5.3	RFQ submittal of questions deadline (12:00 p.m.) .....	7/26/2023
2.5.4	Deadline for submittal of Qualifications (12:00 p.m.).....	7/28/2023
2.5.7	Owner selects most qualified Respondent.....	7/31/2023

The schedule of events presented above represent a basic timeline for the project. A final project timeline will be developed with the Owner at a later time.

### **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 responding to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and are subject to rejection.

- 3.1 **CRITERION ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT** (Maximum of two (2) printed pages per question) (Criterion Weight: 15%)

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.

- 3.2 **CRITERION TWO: RESPONDENT’S ABILITY TO PROVIDE SERVICES** (Criterion Weight: 15%)

3.2.1 Provide the following information for the Respondent:

- 3.2.1.1 Legal name of the company as registered with the Secretary State of Texas
- 3.2.1.2 Address of the office that will be providing services
- 3.2.1.3 Number of years in business
- 3.2.1.4 Type of operation (Individual, Partnership, Corporation, Joint Venture, etc.)
- 3.2.1.5 Number of employees by skill group

3.2.3 Provide any details of all past or pending litigation or claims filed against or by the Respondent’s firm or any of its consultant team within the past five (5) years.

3.2.4 Declare if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship, between Respondent's firm or any of its consultants and any Owner employee, officer, or director of the Maverick County Hospital District. If so, please explain.

3.3 CRITERION THREE: PROJECT TEAM'S ABILITY TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES (Criterion Weight: 45%)

3.3.2 Provide resumes stating the experience and expertise of the Respondent's professional members and each consultant's staff that will be involved in the Project, including their experience with similar projects, the number of years with the firm

3.4 CRITERION FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS (Criterion Weight: 35%)

3.4.1 List no less than three (3) but no more than five (5) projects for which Respondent has provided services that are **most directly related to this Project** and completed within the last ten (10) years. List the projects in order of priority, with the most relevant project listed first and which best illustrate current experience and capabilities relevant to this Project. Provide the following information for each project listed:

3.4.1.1 Project name, location, description, and contract delivery method

3.4.1.2 Construction cost estimates of projects

3.4.1.5 Type of construction and description of professional services respondent provided for the project.

3.4.2 References (for each project listed above, identify the following):

3.4.2.1 The owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number, physical address, and email address.

3.4.2.2 Contractor's name and representative who served as the day-to-day liaison during the preconstruction and/or construction phase of the project, including telephone number, physical address, and email address.

3.4.2.3 Length of business relationship with the owner.

3.7 **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.

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 By signature hereon, Respondent affirms that it 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 or their family in connection with the submitted Qualifications.
- 3.7.4 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.
- 3.7.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or owner represented by the Respondent, nor 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. Respondent further certifies that it has not communicated directly or indirectly the Qualifications submitted to any competitor or any other person engaged in a similar line of business.
- 3.7.6 Reserved.
- 3.7.7 By signature hereon, Respondent represents and warrants that:
  - 3.7.7.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
  - 3.7.7.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
  - 3.7.7.3 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;
  - 3.7.7.4 Respondent, if selected by the Owner, will maintain insurance as required by the

contract;

- 3.7.7.5 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.
- 3.7.8 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.
- 3.7.9 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident bidder as defined in Texas Government Code Section 2252.001(4).
- 3.7.10 By signature hereon, Respondent certifies as follows:
- 3.7.10.1 "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."
- 3.7.10.2 "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."
- 3.7.10.3 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.
- 3.7.11 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 Owner and any component, or Respondent has not been an employee of Owner or any component within the immediate twelve (12) months prior to Respondent's RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 3.7.12 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*).
- 3.7.13 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.

- 3.7.14 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.7.15 By signature hereon, Respondent agrees, to the extent provided by Section 271.904 of Local Government Code, to defend, indemnify, and hold harmless the District, all of its officers, agents and employees from and against all claims, actions, suits, demands, extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Respondent or the Respondent's agent, consultant under contract, or another entity over which the Respondent exercises control.
- 3.7.16 Reserved.
- 3.7.17 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.
- 3.7.18 By signature hereon, Respondent certifies that no member of the Board of Directors of the Maverick County Hospital District, or the executive officers of the Owner, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.
- 3.7.19 Pursuant to Chapter 2274, Texas Government Code, Respondent certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- 3.7.20 Pursuant to Chapter 2274, Texas Government Code, Respondent certifies that it does not boycott energy companies as defined in Section 809.001(1)(a), Texas Government Code, (i.e., fossil fuel companies); and will not boycott energy companies during the term of the Agreement.
- 3.7.21 Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery, on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 3.7.22 Pursuant to Section 2274.0102, Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, Texas Government Code, or headquartered in any of those countries.

[Execution of Offer continues next page]

**3.7.23 Execution of Offer: RFQ No. 2023-2 – Request for Qualifications for Engineer Services for MCHD Expansion Project, Eagle Pass, TX.**

The Respondent must complete, sign, and return this Execution of Offer as part of its 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: \_\_\_\_\_  
(Company 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 by name, each person who owns at least 10% of the Respondent’s business entity:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

**Submitted and Certified By:**

\_\_\_\_\_  
(Respondent’s Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Email Address) for RFQ Notification

\_\_\_\_\_  
(Date)

Respondent acknowledges receipt of the following Addenda, if any:

No. 1 \_\_\_\_\_; No. 2 \_\_\_\_\_; No. 3 \_\_\_\_\_; No. 4 \_\_\_\_\_; No. 5 \_\_\_\_\_; No. 6 \_\_\_\_\_

## **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 The statement of Qualifications shall be a **MAXIMUM OF 50 PRINTED PAGES** (25 sheets printed double-sided or 50 sheets single-sided) and could be entirely adequate with considerably fewer pages. The cover, table of contents, divider sheets, HSP, and Execution of Offer do not count as printed pages.
- 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 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.6 Qualifications that are qualified with conditional clauses, assumptions, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. 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.
- 4.1.8 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.
- 4.1.9 Failure to comply with all requirements contained in this RFQ 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 the response to each of the criteria in Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

- 4.3 TABLE OF CONTENTS: Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications
- 4.4 PAGINATION: Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of any HSP.

**END OF REQUEST FOR QUALIFICATIONS**