

REQUEST FOR QUALIFICATIONS

FOR

Commissioning And Retroactive Commissioning Services Gonzales Healthcare Systems RFQ 2025-01

Issued By:

Gonzales Healthcare Systems

**Closing Date:
2:00 PM, 18
December 2025**

Gonzales Healthcare Systems (**GHS**) is accepting sealed Qualifications to provide **Commissioning Services** in accordance with the instructions, specifications, terms and conditions, contained in this Solicitation.

Gonzales Healthcare Systems reserves the right to revise and amend the specifications prior to the date for the receipt of Qualifications. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFQ in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFQ. It is the responsibility of each Vendor, prior to submitting their Qualifications, to contact Gonzales Healthcare Systems to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Qualifications.

For Further Information Contact:

Gonzales Healthcare Systems Project Manager:
Garrett Martin
email: gmartin@agcm.com

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SECTION 1 - INSTRUCTIONS

1. **QUALIFICATIONS SUBMISSION:** To be considered, the Qualifications must be prepared in the manner and detail specified in this RFQ.
 - a. Qualifications should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
 - b. **NUMBER OF COPIES: Submit** one (1) original, One (1) copy and two (2) electronic copies saved to a flash/thumb drive of the entire Qualifications must be submitted. The original must be marked "ORIGINAL". Each copy may be placed in a three-ring binder or securely bound in an alternate fashion (i.e. – heat bound, spiral bound, GBC bound, etc.).
 - c. Qualifications will be received by **18 DECEMBER, 2:00 PM**, local time at the following Address:

ATTN: Brandon Anzaldua
1110 N Sarah Dewitt Dr
Gonzales, TX 78629
 - d. Submissions may be hand delivered or mailed in a sealed envelope/package clearly marked with the company's name, return address, the RFQ number and opening date and time.
 - e. Submissions that are sent via facsimile or e-mail will **not** be considered.
 - f. Qualifications received late, unsigned, or in locations other than as stated in this solicitation will be returned without consideration.
 - g. Gonzales Healthcare Systems will not be bound to accept any Qualifications and reserves the right to accept or reject in whole or in part, any and all Qualifications, to negotiate portions thereof, and to waive any minor informality.
 - h. All costs incurred in the preparation and submission of the Qualifications shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this solicitation, all costs shall be borne by the Vendor
 - i. Any Qualifications submitted in response to this Request for Qualifications will become irrevocable upon the closing time and remain open for acceptance for ninety (90) days from the closing date whether or not another Vendor's Qualifications have been accepted.
 - j. The Gonzales Healthcare Systems proposed agreement for Commissioning Services is attached as Attachment G. Submission of Qualifications shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document and the terms in the proposed agreement. Any proposed variation from the specifications, terms and conditions, or agreement must be clearly identified. Please provide details of any non-compliance or deviation with stated conditions on the deviation summary section provided on the Exceptions form Attachment C. If no changes are made, the Gonzales Healthcare Systems expect to receive the service(s) exactly as specified and that the Vendor agrees to the form of the Gonzales Healthcare Systems proposed agreement.
 - k. The Solicitation Forms provided must be used. Failure to follow these instructions may cause Qualifications to be determined as non-responsive and the Qualifications rejected. The above information must be clear and concise.
2. **RFQ CLARIFICATION:** Questions regarding this RFQ should be submitted via email to **gmartin@agcm.com**. Answers citing the question will be distributed simultaneously to all known prospective Vendors through email. Oral answers provided by Gonzales Healthcare Systems or its representatives or agents shall not be binding. No

modification or amendment to this Request for Qualifications shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the Gonzales Healthcare Systems Purchasing Office.

3. **Proposer Responsibility:** We expect you to be thoroughly familiar with all specifications and requirements of this RFQ. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a Vendor, from any obligation regarding this RFQ. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFQ. Any exception must be clearly defined and referenced to the proper paragraph in this Solicitation. Objections the Gonzales Healthcare Systems consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
4. **COMPLETENESS:** Qualifications shall be completed in all respects as indicated. Qualifications may be rejected if they are conditional or incomplete, or it contains irregularities of any kind.
5. **FALSE/MISLEADING STATEMENTS:** Qualifications which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of Gonzales Healthcare Systems, such information was intended to mislead Gonzales Healthcare Systems in its evaluation of the Qualifications and the attribute, condition or capability as a requirement of the RFQ, the Qualifications shall be rejected.
6. **QUALIFICATIONS SIGNATURE:** The Qualifications must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by Gonzales Healthcare Systems. Unsigned Qualifications shall be rejected.
7. **AWARD:** Gonzales Healthcare Systems will be awarded to the Vendor who is the most competent and qualified to perform the services from the standpoint of suitability to purpose, quality, service, previous experience, ability to deliver, or for any other reason deemed in the best interest of the Gonzales Healthcare Systems. Thus, the result will be determined by the applicable criteria as listed under **EVALUATION CRITERIA**.
8. **PRECEDENCE:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the RFQ (as it may be supplemented).
 - 3) the provisions of the Vendors Response (as it may be clarified);
9. **CONTRACT PERIOD:** Gonzales Healthcare Systems intends to award a contract for either the term of construction or a period occurring shortly after construction, or a mixture of both depending on the progression of the current project at the time of contract negotiation.
10. **ISSUING OFFICER:** The issuing officer and mailing address to send Qualifications and all other correspondence concerning the RFQ is:

ATTN: Brandon Anzaldúa
1110 N Sarah Dewitt Dr
Gonzales, TX 78629

END OF SECTION

SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

A. PROJECT DESCRIPTION:

Expanding and renovating an existing hospital as well as upgrading MEP systems and addressing building maintenance issues.

The existing facility is approximately 55,000 SF and is currently licensed for 33 beds.

The proposed expansion and renovation of approximately 20,000 to 25,000 SF include the following:

1. Surgery expansion, approximately 13,151 SF.
2. Central utility plant expansion, approximately 22,745 SF.
3. Med-Surg wings renovation, approximately 5,800 SF.
4. Miscellaneous existing conditions such as crawl space piping and supports

B. GOALS:

1. The goals of the commissioning process to be completed by the Commissioning Agent include, but are not limited to:
 - a. Provide an unbiased, objective verification that the design of the HVAC systems and controls are complete as drawn.
 - b. Provide an unbiased, objective verification that the design of the HVAC systems and controls are installed/constructed as per the contract documents.
 - c. Ensure that the equipment and system(s) operate as described in the contract documents.
 - d. Provide assurance that the completed HVAC system(s) and controls are performing efficiently and reliably.
 - e. Verify contract conformance of HVAC equipment, systems and controls.
 - f. Verify that HVAC equipment, systems and controls, Operations and Maintenance (O&M) manuals and associated documentation is complete and detailed per the contract requirements prior to project close out.
 - g. Verify that the Facility and Maintenance Department personnel are adequately trained via contract documents.
 - h. Complete integrated testing of shared infrastructure systems.

C. SCOPE OF WORK:

Gonzales Healthcare Systems is committed to commissioning facilities to ensure that all systems are complete and functioning properly as designed. **REFER TO NOTICE TO VENDORS – ATTACHMENT H FOR MORE INFORMATION REGARDING SCOPE.** Commissioning shall consist of functional testing the following equipment or systems:

1. Documentation:

- a. Functional Performance Testing
- b. Integrated System Testing
- c. Commissioning Reports including gaps or missing verification data and document in a Commissioning Issues Log.
- d. Commissioning Kick-off meeting for Cx Team
- e. Verify Training
- f. Review of O&M Manuals

2. Systems to be Commissioned as installed:

- a. Hydronic Pumps
- b. Hydronic Piping
- c. Boilers
- d. Water Treatment
- e. Air-Cooled Water Chillers
- f. RTU's
- g. Power Ventilators
- h. Central-Station Air Handlers
- i. VAV Boxes
- j. Fan Coil units
- k. Fire and smoke dampers
- l. Smoke Evacuation, Smoke Purge systems
- m. Integrated Functions of EMS Systems, sequences of operations. Verify related safety, alarms and interfaces.
- n. Emergency generator, ATS and emergency power system
- o. Integrated Functions of interfaces between HVAC controls, emergency power, and life-safety, fire alarm, EMS, (security systems and light controls if applicable)
- p. Review Test and Balance Reports and provide comments
- q. Electrical Power and Lighting Systems
- r. Domestic Hot Water Systems (DHW)
- s. DX Split Systems (if any)
- t. Lighting Controls (if any)
- u. As alternate cost: Roofing system leak test; Window glass and glazing system leak test
- v. Any other notable systems not included in this list but called for in the construction documents.

D. APPLICABLE STANDARDS: Commissioning shall comply with the following

- a. Texas Administrative Code (TAC) §133.162(e)(4)
- b. ASHRAE Guideline 0 and 1.1

E. MINIMUM QUALIFICATIONS: Vendors (specifically, the business that will be contractually bound under the contract with Gonzales Healthcare Systems) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

The Vendor must have a minimum of five (5) years' experience providing commercial HVAC Commissioning and a minimum of three (3) years providing commercial HVAC commissioning services to hospitals and healthcare facilities.

F. PREFERRED QUALIFICATIONS: The Vendor may be evaluated higher if they meet the following qualifications:

It is desired that the person designated as the site Commissioning Authority satisfies as many of the following requirements as possible:

1. Have acted as the principal Commissioning Authority for at least three projects over 50,000 sf.
2. Have extensive experience in the operation and troubleshooting of HVAC systems, energy management control systems and lighting controls systems. Extensive field experience is required. A minimum of five (5) full years in this type of work is required.
3. Knowledgeable in building operation and maintenance and O&M training.
4. Knowledgeable in test and balance of both air and water systems.
5. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
6. Excellent verbal and written communication skills. Highly organized and able to work with both management and trade contractors.
7. A bachelor's degree in mechanical engineering is strongly preferred, and P.E. certification is desired, however, other technical training and past commissioning and field experience will be considered.
8. The majority of the required expertise for this project must be part of the skills and experience set of the prime firm submitting the Qualifications. A member of that firm will be the designated Commissioning Authority. The Commissioning Authority must be fully qualified to commission most of the above-mentioned systems. If the Commissioning Authority or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. That party's qualifications should be included and clearly designated in the response to this RFQ.
9. The Commissioning Authority will be an independent contractor and not an employee or subcontractor of Gonzales Healthcare Systems, General Contractor or any other subcontractor on this project, including the Architect/Engineer.

END OF SECTION

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1. **EVALUATION: The following will be considered in making the selection:**

The Qualifications will be evaluated at the sole and absolute discretion of the Gonzales Healthcare Systems and its designees. Gonzales Healthcare Systems shall consider the following criteria.

- a. Experience and Qualifications
- b. Proposed Plan

- a. Qualifications submitted in response to this RFQ shall focus on the above criteria. Qualifications will be evaluated equally and fairly; no preference will be given to any Vendor based solely on previous experience with Gonzales Healthcare Systems or to an incumbent thereof. Gonzales Healthcare Systems reserves the right to make additional inquiries and may request the submission of additional information.

2. **GENERAL SUBMITTAL REQUIREMENTS:**

- a. **FORMAT:** Qualifications should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.

- b. **CONTENT:** Responses must include the following items, or the Response may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

- 1) All forms contained or listed in Section 5 in this RFQ, fully completed:
- 2) A complete response to each of the items in the next section, which are specific to the evaluation criteria. (See next section for more detail.)

3. **SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

- a. Experience and Qualifications
- b. Proposed Plan

4. **EXCEPTIONS:** Vendor shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this Solicitation. The exception shall include, at a minimum, the Vendor's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Qualifications, Gonzales Healthcare Systems will assume complete conformance with this specification and the successful Vendor will be required to perform accordingly. Qualifications not meeting all requirements may be rejected. Qualifications taking exception to any language in the General Terms and Conditions may be rejected as non-responsive.

5. **SHORTLISTING:** Gonzales Healthcare Systems may shortlist the Vendors based upon responses to the above items. If necessary, Gonzales Healthcare Systems will conduct interviews/demonstrations. Gonzales Healthcare Systems will notify each Vendor on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Vendors to respond to questions posed by the evaluators and to clarify their Qualifications through exhibition and discussion. Gonzales Healthcare Systems will not reimburse oral presentation costs of any Vendor.

END OF SECTION

SECTION 4 - GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT:** Gonzales Healthcare Systems standard terms will be Net 30 days.
2. **EVALUATION OF QUALIFICATIONS:** **Evaluation** will be done based on the information provided by the Vendor. It is very important that the Vendor provide all required information as part of their Qualifications. Failure to provide necessary information and documentation could result in the Qualifications being rejected.
3. **EVALUATION CRITERIA:** The Qualifications will be evaluated at the sole and absolute discretion of Gonzales Healthcare Systems and its designees. Gonzales Healthcare Systems shall consider the following criteria.
 - (1) Qualifications, Team and Experience
 - (a) Vendors Years In Business (15 pts)
 - (b) Number of Commissioning projects per year with preference toward healthcare projects (15 Pts)
 - (c) Number of engineers who directed commissioning projects (10 Pts)
 - (d) Size of Vendors Firm (10 Pts)
 - (e) Percentage of Firm Devoted to Commissioning (10 Pts)
 - (2) Vendor References (5 Pts)
 - (3) Project Approach and Resources (10 Pts)
 - (4) Commitment and Availability (20 Pts)
4. **APPLICABILITY:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith. Any resulting contract shall include this solicitation, and Qualifications received.
5. **RESPONSE:** Unless otherwise specified, Vendors are required to submit an executed original of the Qualifications. Qualifications must contain:
 - a. Signed Qualifications Form
 - b. Vendor Questionnaire and References
 - c. Felony Conviction Notice Form
 - d. Conflict of Interest Form. Local Government Code Chapter 176 imposes disclosure / reporting obligations on vendors. Please complete and return Conflict of Interest Questionnaire Form CIQ. See <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> for information.
 - e. Any additional documents required by the Solicitation.
6. **THOSE WHO DO NOT RESPOND** are requested to notify Gonzales Healthcare Systems in writing if they wish to receive future Requests for Qualifications. Failure to do so may result in their being deleted from our prospective Vendors list.
7. **DISCLOSURES:** By signing this Response, a Vendor affirms that he/she 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 Qualifications submitted.
8. **FUNDING OUT CLAUSE. MULTI-YEAR ACQUISITION:** Any contract for the goods or services is a commitment of the Gonzales Healthcare Systems current revenue only:
 - a. Gonzales Healthcare Systems retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
 - b. It is Gonzales Healthcare Systems intent to execute a contract for the longest period providing the lowest total cost to Gonzales Healthcare Systems. Any resultant contract is conditioned on a best effort attempt by Gonzales Healthcare Systems to obtain appropriate funds for payment of the contract.

- 9. CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Gonzales Healthcare Systems CFO or designee after contract award as well as the attached agreement signed by authorized representatives of both parties.
- a. Any additional agreements/contracts to be signed by Gonzales Healthcare Systems shall be included with the Qualifications.
 - b. Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.
- 10. ASSIGNMENTS AND SUBCONTRACTING:** No part of this agreement may be assigned or subcontracted without the prior written consent of the Gonzales Healthcare Systems CEO. Payment can only be made to the Vendor named in this agreement.
- 11. PUBLIC RECORD:** All Qualifications submitted become the property of Gonzales Healthcare Systems. The Texas Public Information Act applies to this solicitation. Accepted Qualifications and any subsequent award become public records and may be subject to public disclosure. Proprietary material must be clearly marked as such.
- 12. CHANGES:** This Contract shall not be modified, altered, or changed except by mutual consent confirmed in writing by an authorized representative of each party to this Contract. The Director of Purchasing or designee shall administer this Contract on behalf of Gonzales Healthcare Systems. The Vendor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written Change Order. Gonzales Healthcare Systems Purchasing department shall review, approve and process all changes.
- 13. INDEMNITY:** VENDOR SHALL INDEMNIFY AND HOLD HARMLESS GONZALES HEALTHCARE SYSTEMS AND ITS BOARD OF TRUSTEES, OFFICERS, AGENTS, EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COST, PENALTIES, AND ATTORNEY'S FEES GONZALES HEALTHCARE SYSTEMS INCURS DEFENDING ANY ACTION, SUIT, OR CLAIM FORM ANY SOURCE WHATSOEVER AND ANY OF ANY KIND OR NATURE ARISING DIRECTLY OR INDIRECTLY ON THE PART OF VENDOR, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, AND SUPPLIES, OUT OF THE OPERATION UNDER THIS AGREEMENT.
- 14. INDEPENDENT CONTRACTOR:** The parties intend that the Vendor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. The Vendor will be free to contract for similar services to be performed for other employers while Vendor is under contract with Gonzales Healthcare Systems. The Vendor is not to be considered an agent or employee of Gonzales Healthcare Systems and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Gonzales Healthcare Systems provides for its employees. Gonzales Healthcare Systems and Vendor agree that the Vendor is not covered under any Gonzales Healthcare Systems insurance policy, including but not limited to the Gonzales Healthcare Systems liability, property and casualty, or workers' compensation insurance policies. Gonzales Healthcare Systems shall not deduct Federal Income Taxes, FICA (Social Security) or any other taxes required to be deducted by an employer, as this is the responsibility of the Vendor.
- 15. TERMINATION:** Any resulting contract may be terminated by Gonzales Healthcare Systems at any time with or without cause and without penalty to Gonzales Healthcare Systems. In the event of termination by Gonzales Healthcare Systems prior to completion of the contract, compensation shall be prorated on the services actually performed, and the Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.
- 16. CANCELLATION:** Gonzales Healthcare Systems shall have the right to cancel for default all or any part of the undelivered portion of this order if the Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or bankrupt. Such right of cancellation is in addition to and not in lieu of any other remedies which Gonzales Healthcare Systems may have in law or equity.
- 17. NON-PERFORMANCE:** Whenever, in the opinion of Gonzales Healthcare Systems, the work is neglected by the Vendor, Gonzales Healthcare Systems may request to have the Vendor bring additional labor, materials, and supplies into the work. If the Vendor fails to correct the unsatisfactory condition(s) within five (5) working days, the Vendor shall be advised of so in writing. Gonzales Healthcare Systems shall have no obligation to give the Vendor more than two (2) notices of unsatisfactory performance during the contract period; and should the Vendor fail to perform the services pursuant to the

contract, Gonzales Healthcare Systems may declare the contract in default, terminate the contract, and contract with another.

- a. In the event of default by Vendor, Gonzales Healthcare Systems shall be liable only for payment of those services performed and accepted prior to the date of termination.

18. CHANGES TO PROPOSAL: Gonzales Healthcare Systems retains the right to negotiate changes in a Response by any Vendor, and to reject any or all Qualifications if none of the submissions are responsive to its needs.

19. CHANGES IN REQUIREMENTS: Should Gonzales Healthcare Systems, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make the agreement void but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of both parties.

20. UNRESTRICTED QUANTITIES: The Gonzales Healthcare Systems is not limited to purchasing all or any of its requirements from any contract resulting from this solicitation/award.

21. DELIVERIES required in this solicitation shall be freight prepaid F.O.B. DESTINATION and prices shall include all freight, delivery charges for the total cost delivered.

22. DISMISSAL OF UNSATISFACTORY EMPLOYEES: If any person employed by the Vendor or any subcontractor fails or refuses to carry out the directions of the Gonzales Healthcare Systems representative, or is, in the opinion of Gonzales Healthcare Systems representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of Gonzales Healthcare Systems representative.

23. VENUE: This Agreement shall be governed by the law of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue shall be in Gonzales County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

24. NOTICE: Any notice required by or permitted under any resulting agreement must be made in writing. Any notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

25. CRIMINAL BACKGROUND CHECK: <not used>

26. DISCLOSURE OF INTERESTED PARTIES: A Successful Vendor shall provide a notarized Form 1295 before any award of contract by the Gonzales Healthcare Systems Board of Trustees. The Texas Legislature adopted House Bill 1295 in 2015. HB 1295 added Section 2252.908 to the Texas Government Code. Under this law, any business entity that enters into a contract with Gonzales Healthcare Systems that requires the approval of the Board of Trustees must submit a "Disclosure of Interested Parties" to the Gonzales Healthcare Systems prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission and is the "Form 1295". A Sample Form can be found at <https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>.

For additional information please visit the Texas Ethics Commission's website
<https://www.ethics.state.tx.us/filinginfo/1295/>

27. DISPUTE RESOLUTION: The laws of the State of Texas shall govern the agreement and performance hereunder. Gonzales Healthcare Systems and Vendor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.

- a. Request for mediation shall be in writing and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.

- b. In the event Gonzales Healthcare Systems and the Vendor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

At all times during the course of any dispute resolution process, the Vendor shall continue diligently and without delay to perform the services and obligations of the Agreement.

28. INVOICING: Send the original invoices to: Attention: Accounts Payable
1110 N Sarah Dewitt Dr,
Gonzales, TX 78629

- a. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract Purchase Order number (PO#); quantities; item descriptions, unit prices and extensions; fees; and an invoice total.
- b. For payment purposes, the Vendor shall obtain PO # from the Gonzales Healthcare Systems for each separate order/invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require a unique PO# to be issued to the Vendor by Gonzales Healthcare Systems. If the PO# does not appear on the Vendor's invoice, payment may be delayed.

29. DEFINITIONS: We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document

- a. "Proponent" "Vendor" "Bidder" "Offeror" means responder to the Request for Qualifications and the individual, partnership, and sole proprietorship or Corporation executing the Contract and shall include any agent, employee, officer, director, supplier or sub-contractor of the Vendor pursuant to the Contract.
- b. Gonzales Healthcare Systems, the Board of Trustees, its employees and agents.
- c. "Solicitation", used to describe a Request for Qualifications.
- d. "PO" or "Purchase Order" "Agreement" "Contract" means a document that will be issued by Gonzales Healthcare Systems to formalize the agreement with the successful Proponent.
- e. "Shall", "must", "will", "mandatory" means a requirement that must be met for the submission to receive consideration.
- f. "Service", "Services", "Work" shall mean the products/services supplied to Gonzales Healthcare Systems in accordance with the specifications, terms and conditions stated in this Request for Qualifications.
- g. "Supplier" - A business entity engaged in the business of providing contract supplies/services.
- h. "Successful Vendor" - The Vendor(s) whose Response to this RFQ is evaluated as meeting the needs of Gonzales Healthcare Systems. Vendor(s) will be selected for award and will enter into a contract(s) for provision of the services described in the RFQ.
- i. "Subcontractor" - A company that enters into a business relationship with the Vendor. The Vendor may seek to place employees of the Subcontractor for the services described in the RFQ.
- j. "Vendor's Employee" - All persons who can be offered to provide the services described in the RFQ. All employees of the Vendor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, etc.).
- k. "Response" "Qualifications" - The written, signed and sealed document submitted according to the RFQ instructions. Response does not include any verbal or documentary interaction you may have with us apart from submitting a formal response. Verbal interactions will not be binding on Gonzales Healthcare Systems or Vendor(s) with respect to requirements stated within this RFQ or resulting contractual obligations.

END OF SECTION

SECTION 5 - REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT

- (1) Qualifications Form - Attachment A
- (2) Vendor Questionnaire and References - Attachment B
 - (a) Exhibit 1 - Commissioning Firm Experience
 - (b) Exhibit 2 - Commissioning Task Experience Listing On Similar Projects
- (3) Exceptions to this Solicitation - Attachment C
- (4) Felony Conviction Notice - Attachment D
- (5) Conflict of Interest Form CIQ – Attachment E
- (6) Qualifications Checklist – Attachment F
- (7) Proposed Agreement – Attachment G
- (8) Notice to Vendors – Attachment H
- (9) Construction Documents – Supplemental

ATTACHMENT A

QUALIFICATIONS FORM

Failure to complete this form shall result in your Qualifications being deemed non-responsive and rejected without further evaluation.

We, _____ ,
(Company Name)

of, _____ ,
(Business Address) (Zip Code)

The undersigned, having fully and carefully read and examined the Request for Qualifications (RFQ) Documents, Enclosures and Addenda, hereby offers to Gonzales Healthcare Systems its Qualifications for **Commissioning Services** in accordance with the solicitation documents, and addenda at the place, price and in a manner set out therein and certifies the following.

- a. Represents that to the best of its knowledge it is not indebted to Gonzales Healthcare Systems. Indebtedness to the Gonzales Healthcare Systems shall be basis for the non-award and/or cancellation of any award.
- b. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.
- c. The undersigned affirms that they are duly authorized to execute this contract, to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included herein, that this company, corporation, firm, partnership or individual has not prepared this Response in collusion with any other Vendor, and that the contents of the Qualifications as to prices, terms or conditions of said Qualifications 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 solicitation.

ADDENDA ACKNOWLEDGEMENT

Acknowledgement is hereby made of receipt of the following addenda to this Q document:

Addendum No. _____ dated _____, _____ pages

Addendum No. _____ dated _____, _____ pages

Addendum No. _____ dated _____, _____ pages

Signatures: Signed and submitted by:

(Signature of person authorized to sign)

(Printed name and title of person authorized to sign)

Name of person to contact regarding this Proposal: _____

Title: _____

Telephone #: _____

FAX: _____

E-Mail: _____

ATTACHMENT B

VENDOR QUESTIONNAIRE AND REFERENCES

In submitting its Qualifications, each Prospective Vendor should also provide the following information: (Use additional sheets, if necessary.) A qualifying Response must address all items. Incomplete Qualifications may be rejected.

PART I - GENERAL INFORMATION

1. Prospective Vendor Information: Provide the following information regarding the Prospective Vendor.

Prospective Vendor Name: _____

(NOTE: Give an exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

The vendor or the vendor's ultimate parent company or majority owner: Please *indicate Yes/No*

1) has its principal place of business in the State of Texas; or Yes ☐ No ☐

2) employs at least 500 persons in this state Yes ☐ No ☐

Provide the number of years in business under present name: _____

2. Account Representative: List of the account representative information that would service the Gonzales Healthcare Systems account, if awarded.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Cell Phone: _____ Fax: _____

Email Address: _____

3. Remittance Information:

Please specify the correct legal business name, contact person, address, phone and fax numbers that should be used as the remittance address by Gonzales Healthcare Systems, if different from vendor information above.

Legal Business Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email Address: _____

PART II - EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items:

1. Provide a brief narrative describing your company to include the following:
 - a. History of firm.
 - b. Services Provided.
 - c. Service Area.
 - d. Years of Experience; and
 - e. Number of Employees.
2. Complete Exhibit 1 – Commissioning Firm Experience form and Exhibit 2 – Project Experience Listing form to describe Prospective Vendor's experience related to the following:
 - a. Specific experience relevant to the Services requested by this RFQ.
 - b. Relevant contracts of similar size and scope have been performed over the past three (3) years.
 - c. Specific experience with Healthcare Systems.
3. List the key individual(s) who will be the Commissioning Authority for this contract and describe his or her relevant qualifications and experience. This information is required in addition to any detailed resumes the Vendor submits. The contract will require that this individual be committed to the project for its duration.
4. List the relevant experience of project management, supporting staff and sub-consultants, including detailed resumes, with the fraction of expected hours for each. Project management, supporting staff and sub-consultants, shall provide less than ____% of the total time on the project.
5. Using Exhibit 1 – Commissioning Firm Experience form, provide project and professional references and experience for three to five commissioning projects for which the Vendor was the principal Commissioning Authority in the last three (3) years. (Note: Provide this data on the attached Commissioning Project Experience Listing form.) Include:
 - a. Description of the project, including square footage and systems commissioned.
 - b. Identify when the Vendor came into the project.
 - c. Describe the involvement of each individual on the Vendor's team in the projects for the following areas:
 - i. Systems and components commissioned,
 - ii. Specification writing,
 - iii. Design review,
 - iv. Commissioning plan development,
 - v. Functional testing procedures and forms,
 - vi. Coordinating and overseeing functional testing,
 - vii. Actually, performing the functional testing (hands-on),
 - viii. Troubleshooting involvement, and
 - ix. Project management.

Note: For each project, attach a sheet that includes the name and telephone number of the owner's project manager, construction manager, facility administrator of the building, the mechanical designer, the controls contractor site project manager, the mechanical contractor and electrical contractor.

6. Describe any experience of the Vendor's team as well as their involvement in the following areas:
 - a. traditional test and balance
 - b. Commissioning of healthcare facilities
 - c. project and construction management
7. **Insurance:** Gonzales Healthcare Systems requires that the Successful Vendor carry Professional liability, and worker's compensation insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of the construction project. State the carrier, agent, amount, expiration date and length of time Vendor has maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker's compensation/employer's liability insurance coverage.

8. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
9. **Additional Information.** Identify any additional skills, experience, qualifications, and/or any other relevant information about the Prospective Vendor's qualifications.

PART III - PROPOSED PLAN

Prepare and submit narrative responses to address the following items:

1. Describe Commissioning Agent's process for validation of system or equipment operation to design type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, etc.)
2. Describe the firm's approach to maintaining responsive communication with its clients and keeping the client informed of problems and work progress.
3. Additional Information: Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

EXHIBIT 1

COMMISSIONING FIRM EXPERIENCE

Company Name	Contact Person	Title
Address	City	State/Prov
		Zip/Postal Code
Telephone	Fax	E-Mail

DESCRIPTION OF BUSINESS

COMMISSIONING ACTIVITIES

Percentage of overall business devoted to commissioning services _____%

How long has the firm offered commissioning services _____ years

Average number of commissioning projects performed each year: _____ projects

SYSTEMS OR TECHNOLOGIES FOR WHICH FIRM HAS PROVIDED COMMISSIONING SERVICES (CHECK ALL THAT APPLY)

- | | | |
|--|---|---|
| <input type="checkbox"/> Pkg or Split HVAC | <input type="checkbox"/> Daylighting | <input type="checkbox"/> Commercial refrigeration |
| <input type="checkbox"/> Chiller system | <input type="checkbox"/> Electrical, general | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Boiler system | <input type="checkbox"/> Electrical, Emerg. Power | <input type="checkbox"/> Thermal Energy Storage |
| <input type="checkbox"/> Energy Mgmt. Sys. | <input type="checkbox"/> Envelope | <input type="checkbox"/> Labs & Clean Rooms |
| <input type="checkbox"/> Variable Freq. Drives | <input type="checkbox"/> Fire/Life Safety | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Lighting Controls | <input type="checkbox"/> Plumbing | |

NUMBER OF REGISTERED ENGINEERS ON STAFF WHO HAVE DIRECTED COMMISSIONING PROJECTS: _____

THE FIRM HAS PROVIDED COMMISSIONING SERVICES IN THE FOLLOWING: (CHECK ALL THAT APPLY)

Building Sector			
• Office or retail			
• Grocery			
• Hospitals			
• Laboratories			
• Schools or universities			
• Industrial / Manufacturing			
• Special purpose—prisons, museums, libraries, etc.			

EXHIBIT 2

COMMISSIONING TASK EXPERIENCE LISTING ON SIMILAR PROJECTS

KEY:

Design Review: Reviewed design and provided comment during design phase Cx Plan: Wrote the commissioning plan Specifications: Wrote commissioning specifications for construction team Funct. T. Plans: Wrote functional test procedures Witnessed FT: Witnessed and documented functional tests Hands-on Tests: Performed functional tests (hands-on)	Data/Trending: Used data loggers or EMS trend logs for testing Training: Developed or approved staff training Review O&Ms: Reviewed completed O&M manuals CP in firm: Commissioning provider was part of the firm Supervised CP: Supervised commissioning provider subconsultant to the firm Worked w/CP: Worked with a commissioning provider hired by others
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Project Name, Date Bldg. Size & Type (New/Exist)	City & State Owner Contact Title and Phone	Name & Role of Persons(s) Assigned to Project by Firm (identify any subconsultants)	Systems Commissioned (Identify if tested by subconsultants)	(Enter "X" if by own firm, "S" if by subconsultant)											
				Commissioning Tasks Performed									Management		
				Design Review	Cx Plan	Specifications	Funct. Test Plans	Witnessed FT	Hands-on Tests	Data/Trending	Training	Review O&Ms	CP in firm	Supervised CP	Worked w/CP

PART IV - REFERENCES: Provide a minimum of three (3) references that Respondent has provided, like services or supplies to within the past three (3) years, preferably with Healthcare Systems. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference 1:

Company Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

Reference 2:

Company Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

Reference 3:

Company Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

ATTACHMENT C

EXCEPTIONS TO THIS SOLICITATION

Does the Prospective Vendor have any deviations to any conditions and/or specifications/scope of services listed in this document?

☐ No

☐ Yes

If yes, noted in writing herein. _____

(Attach additional Pages if necessary)

Note: Each exception must be clearly defined and referenced to the proper section and paragraph in this Solicitation.

ATTACHMENT D

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

- A. My firm is a **publicly-held corporation**; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
(Attach additional sheet if necessary.)

Details of Conviction(s): _____
(Attach additional sheet if necessary.)

Signature of Company Official: _____

ATTACHMENT E

CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>	<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>	
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. </div> <div style="text-align: center; margin-top: 20px;"> _____ Name of Officer </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. </div> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div>		
<div style="border: 1px solid black; padding: 2px;"> Signature of vendor doing business with the governmental entity </div>		<div style="border: 1px solid black; padding: 2px;"> Date </div>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

ATTACHMENT F

QUALIFICATIONS CHECKLIST

Use this checklist to ensure that all required documents have been included in the Qualifications and that they appear in the correct order.

Placement Order in Proposal	Document	Check to Indicate included in Proposal
1	*Qualifications Form - Attachment A	
2	Vendor Questionnaire and References - Attachment B (includes Exhibit 1 & Exhibit 2)	
3	Exceptions to this Solicitation - Attachment C	
4	*Felony Conviction Notice - Attachment D	
5	*Conflict of Interest Form CIQ - Attachment E	
	Responses should be provided as follows: One (1) Original, One (1) Copy and Two (2) Electronic Copy on a Flash/Thumb Drive.	

Documents marked with an asterisk (*) on this checklist require a signature. Be sure they are signed prior to submitting proposal.

ATTACHMENT G

Proposed Agreement for Commissioning Services

PROFESSIONAL SERVICES AGREEMENT FOR COMMISSIONING SERVICES

This Professional Services Agreement ("Agreement") is made and entered into by and between Gonzales Healthcare Systems and _____ whose address is _____, a _____ (the "Consultant"), both of which may be referred to herein collectively as the "Parties", for Consultant to provide Commissioning Services for Gonzales Healthcare Systems Expansion and Renovation Project ("Project").

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges, and obligations herein contained, Gonzales Healthcare Systems and Consultant do hereby agree as follows:

I. PERIOD OF SERVICE

1.1 This Agreement shall take effect upon the date of execution by the last of the Parties and continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services. Performance shall commence upon issuance of a Notice to Proceed by Gonzales Healthcare Systems Representative or its designee and shall terminate upon completion of Consultant's duties as set forth in the Scope of Services and upon acceptance by Gonzales Healthcare Systems of the work product and/or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

II. SCOPE OF BASIC SERVICES

2.1 Consultant, in consideration for the compensation herein provided, shall perform the construction commissioning services. All work shall be performed in compliance with the applicable commissioning industry standards specified in the Plans and Specifications. The Plans and Specifications for the Project, dated _____, prepared by _____, Gonzales Healthcare Systems Architect for the Project, ("Plans and Specifications") are incorporated herein by reference for all purposes. At a minimum, Consultant shall provide the Scope of Work set out in Attachment A.

2.2 Consultant shall not commence work until Consultant has been thoroughly briefed by Gonzales Healthcare Systems representative and Architect for the Project on the scope of the Project ("Scope Meeting"), and has been notified in writing by the Gonzales Healthcare Systems representative to proceed. Consultant shall provide a final written summary of Consultant's services required by the Project's scope. Should the scope of the Project materially change, either Party may request a review of the anticipated services, with an appropriate adjustment in fees; however, such adjustment cannot exceed the maximum allowed for additional services in Article IV, COMPENSATION, and cannot substantially alter the original scope of this Agreement.

2.3 Consultant shall be represented by an appropriately qualified representative at meetings of any official nature concerning the Project, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required for the Project. All submittals shall carry the signature and seal; or, in the case of progress submittals or incomplete submittals, an appropriate disclaimer with the responsible professional engineer's name and license number and, adjacent thereto, the date of the submittal. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

2.4 Consultant shall complete all work on the Project in compliance with this Agreement, in a timely fashion consistent with the construction schedule and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project.

III. COORDINATION WITH GONZALES HEALTHCARE SYSTEMS

3.1 Consultant shall hold periodic conferences with Gonzales Healthcare Systems representative, so that the Project, as developed, will have the full benefit of Gonzales Healthcare Systems experience and knowledge of existing needs and facilities and be consistent with Gonzales Healthcare Systems current policies and standards. Gonzales Healthcare Systems shall make available, for Consultant's use, all existing plans, maps, field notes,

statistics, computations, and other data in its possession relative to existing facilities and components subject to testing, and to this Project as may be requested by Consultant at no cost to Consultant but does not warrant the accuracy of such documents.

3.2 Gonzales Healthcare Systems representative shall act on behalf of Gonzales Healthcare Systems with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define Gonzales Healthcare Systems policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

3.3 Gonzales Healthcare Systems shall provide written notice to the Consultant of any errors or omissions discovered in the Consultant's services, or performance, or of any development that affects the scope or timing of Consultant's services.

3.4 Consultant shall complete all applications and furnish all required data, as set forth in the Scope of Services, compiled by Consultant for Gonzales Healthcare Systems use in obtaining any permits or approvals from government authorities having jurisdiction over the Project, as may be necessary for completion of the Project. Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article IV, COMPENSATION.

IV. COMPENSATION

4.1 For and in consideration of the services to be rendered by Consultant, Gonzales Healthcare Systems shall pay Consultant a fee not to exceed that set forth in this Article IV, COMPENSATION. Nothing contained in this Agreement shall require Gonzales Healthcare Systems to pay for any unsatisfactory work, as determined by Gonzales Healthcare Systems representative, or for work that is not in compliance with the terms of this Agreement. Gonzales Healthcare Systems shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

4.2 Basis For Compensation and Invoicing. The total fee for Consultant's base work as defined in the Scope of Services shall not exceed the sum of _____ AND NO/100 DOLLARS (\$ _____) ("Base Fee"). Reimbursable Expenses shall be invoiced monthly in accordance with the schedule provided in the Schedule of Fees for Professional Services attached hereto as "Attachment B". Consultant will submit invoices monthly for work performed and completed which has not been included on previous invoices. Payment of invoices shall be due and payable upon not later than thirty (30) days after Gonzales Healthcare Systems receipt of Consultant's invoice for services. Interest shall accrue on overdue balances in accordance with the provisions of the Texas Prompt Payment Act. Payments will be based upon the Schedule of Fees for Professional Services attached hereto as "Attachment B" and incorporated herein by reference as if fully set forth. The scope and quantity of the services provided will be dependent upon services actually authorized and required by Gonzales Healthcare Systems and performed by the Consultant. Charges will be assessed only for actual services rendered.

4.3 Modifications. Consultant and Gonzales Healthcare Systems acknowledge that the Base Fee, as set out above, has been established based upon the total estimated costs of services to be rendered under the Agreement. Compensation for additional services shall be subject to renegotiation in accordance with Section 4.4 below.

4.4 Additional Professional Services. Consultant may be required to perform the additional services in connection with this Agreement including, but not limited to, the following:

- (a) Acting as an expert witness in any litigation with third parties, arising in connection with the Project, including the preparation of engineering data and reports and providing testimony as necessary.
- (b) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
- (c) Additional copies of reports, drawings and specifications over the number specified in this Agreement.

4.5 Compensation for Additional Professional Services. Compensation for such additional services shall be subject to prior approval of Gonzales Healthcare Systems and approval of the Board of Trustees if additional funds not provided for in the initial budget are required to cover such services. Should Consultant be directed in writing by Gonzales Healthcare Systems representative to perform these services, compensation shall be paid by

Gonzales Healthcare Systems to Consultant as authorized in writing by Gonzales Healthcare Systems representative, based on one or more of the following:

- (a) Based upon the hourly rates set out in Attachment B.
- (b) Lump sum per item of work - to be negotiated.
- (c) Lump sum - to be negotiated.

V. OWNERSHIP AND RETENTION OF DOCUMENTS

5.1 Upon completion or termination of the Project, or upon request by Gonzales Healthcare Systems, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of Gonzales Healthcare Systems and shall be delivered at no cost to the Gonzales Healthcare Systems without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. Gonzales Healthcare Systems shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies of documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense.

5.2 The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than five (5) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide Gonzales Healthcare Systems, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.3 Consultant shall notify Gonzales Healthcare Systems, immediately, in the event Consultant receives any requests for information from a third party, which pertains to the documentation and records referenced herein. Consultant understands and agrees that Gonzales Healthcare Systems will process and handle all such requests.

VI. TERMINATION OF AGREEMENT

6.1 Termination Without Cause.

6.1.1 This Agreement may be terminated by Gonzales Healthcare Systems without cause, prior to Gonzales Healthcare Systems representative giving Consultant written Notice to Proceed, should Gonzales Healthcare Systems representative, in its sole discretion, determine that it is not in Gonzales Healthcare Systems' best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement and shall be effective immediately upon delivery to the Consultant.

6.1.2 This Agreement may be terminated by Gonzales Healthcare Systems at any time after issuance of the Gonzales Healthcare Systems representative's Notice to Proceed, either for Gonzales Healthcare Systems convenience or because of Consultant's failure to fulfill the contract obligations, in accordance with the Notice provisions contained in this Agreement and following opportunity to cure if such opportunity is called for by the circumstances. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to Gonzales Healthcare Systems.

6.1.3 If the termination is for the convenience of Gonzales Healthcare Systems, following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination, an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to payment for unperformed services, lost or anticipated profit on unperformed services, should Gonzales Healthcare Systems choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work performed during the time between the issuance of the Gonzales Healthcare Systems notice of termination and the actual termination date.

6.1.4 If the termination is due to Consultant's failure to fulfill its obligations, Gonzales Healthcare Systems may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant

shall be liable to Gonzales Healthcare Systems for any additional cost occasioned to Gonzales Healthcare Systems thereby.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of Gonzales Healthcare Systems. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3.

6.1.6 The rights and remedies of Gonzales Healthcare Systems provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

6.2 Defaults With Opportunity for Cure. Should Consultant fail, as determined by the Gonzales Healthcare Systems representative, to satisfactorily perform the duties set out in Article II. SCOPE OF SERVICES; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, Gonzales Healthcare Systems shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or takes steps reasonably calculated to cure such default, Gonzales Healthcare Systems shall have the right, without further notice, to terminate this Agreement in whole or in part as Gonzales Healthcare Systems deems appropriate, and to contract with another consultant to complete the work required by this Agreement. Gonzales Healthcare Systems shall also have the right to offset the cost of said new agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of Gonzales Healthcare Systems to mitigate its losses.

6.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, Gonzales Healthcare Systems may immediately terminate this Agreement, in whole or in part, "for cause":

6.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to Gonzales Healthcare Systems in connection with this Agreement or its performance hereunder: or

6.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein or

6.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure; or

6.3.4 Consultant violates any rule, regulation or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

6.3.5 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.

6.3.6 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such Party is continued and performance of all its obligations under this Agreement shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

6.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to Gonzales Healthcare Systems or to such person(s) or firm(s) as the Gonzales Healthcare Systems may designate, at no additional cost to Gonzales Healthcare Systems. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by

Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to Gonzales Healthcare Systems. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to Gonzales Healthcare Systems its claims, in detail, for the monies owed by Gonzales Healthcare Systems for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of Gonzales Healthcare Systems and constitute a waiver by Consultant of any and all right or claims to collect money that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

6.7 Termination Not Sole Remedy. In no event shall Gonzales Healthcare Systems action of terminating this Agreement, whether for cause or otherwise, be deemed an election of Gonzales Healthcare Systems remedies, nor shall such termination limit, in any way, at law or at equity, Gonzales Healthcare Systems right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VII. SUSPENSION OF WORK UNDER AGREEMENT

7.1 Right of Gonzales Healthcare Systems to Suspend. Gonzales Healthcare Systems may suspend this Agreement for any reason, with or without cause upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days of suspension.

7.2 Consultant's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the Gonzales Healthcare Systems, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by Gonzales Healthcare Systems and such termination shall be subject to all the requirements set out in Paragraphs 6.5 and 6.6 above, related to the Orderly Transfer and Fee Payment.

7.3 Procedures Upon Receipt of Notice of Suspension.

7.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

7.3.2 Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

7.3.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the Gonzales Healthcare Systems but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

7.3.4 During the period of Suspension, Consultant shall have the option to at any time submit the above referenced statement to the Gonzales Healthcare Systems for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of Gonzales Healthcare Systems under this Agreement, adjusted for any previous payments of the fee in question.

7.3.5 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by Gonzales Healthcare Systems of Consultant's notice of termination (if Consultant has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of Gonzales Healthcare Systems and constitute a waiver by Consultant of any and all right or claims to collect money that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.3.6 Upon the above conditions being met, the Gonzales Healthcare Systems review of the submissions and finding the claimed compensation to be appropriate to the terms of this Agreement, t Gonzales Healthcare Systems shall pay Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the Gonzales Healthcare Systems, adjusted for any previous payments of the fee in question.

VIII. INSURANCE REQUIREMENTS

8.1 The Consultant shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Errors and Omissions: \$1,000,000 per occurrence and
\$2,000,000 in the aggregate
Commercial General Liability:
Each Occurrence
General Aggregate
Personal and Advertising Injury \$1,000,000.00
\$1,000,000.00
\$1,000,000.00 each person
Automobile Liability: \$1,000,000 combined single limit
Consultants \$500,000

8.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued and rated no less than A-VII in the most current edition of Best's Rating Manual at all times during the term of this Agreement. The Gonzales Healthcare Systems Representative may contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

8.3 The Commercial General Liability and Automobile policies issued in the name of Consultant shall also name Gonzales Healthcare Systems as additional insured. Evidence of additional insured status will be provided to Gonzales Healthcare Systems by providing a copy of the endorsement being utilized to effect the addition and shall be subject to Gonzales Healthcare Systems reasonable approval.

8.4 It is the intent of the Parties to this Agreement that the General Liability coverage provided herein shall be primary to and shall seek no contribution from all insurance available to Gonzales Healthcare Systems, with Gonzales Healthcare Systems insurance being excess, secondary and non-contributing. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

8.5 Consultant shall have its insurance carrier(s) furnish to Gonzales Healthcare Systems insurance certificates in form satisfactory to Gonzales Healthcare Systems at a minimum specifying the types and amounts of coverage in effect and listing all exclusions and limitations added by endorsement to the general liability insurance coverage the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Gonzales Healthcare Systems, and a statement that, except for professional liability insurance, Gonzales Healthcare Systems is named as additional insured. Upon request from Gonzales Healthcare Systems, Consultant shall permit Gonzales Healthcare Systems to examine the insurance policies or other appropriate proof of coverage. If Consultant neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Gonzales Healthcare Systems may, but shall not be obligated to, procure such insurance at Consultant's expense.

8.6 Insurance provided pursuant to this Section shall be considered a part of the Consultant's basic services and shall not be a Reimbursable Expense within the scope of this Agreement.

8.7 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by Gonzales Healthcare Systems, Consultant shall notify Gonzales Healthcare Systems of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days notice after the change, if the Consultant did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to Gonzales Healthcare Systems in accordance with the Notice provisions contained in this Agreement.

8.8 If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, Gonzales Healthcare Systems may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by Gonzales Healthcare Systems is an alternative to other remedies Gonzales Healthcare Systems may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies Gonzales Healthcare Systems may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, Gonzales Healthcare Systems shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof. A stop work order given to Consultant by Gonzales Healthcare Systems in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

8.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

8.10 It is agreed that Consultant's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Gonzales Healthcare Systems for liability arising out of operations under this Agreement.

IX. INDEMNIFICATION

9.1 CONSULTANT WHOSE WORK PRODUCT IS THE SUBJECT OF THIS AGREEMENT FOR PROFESSIONAL SERVICES, AGREES TO INDEMNIFY AND HOLD GONZALES HEALTHCARE SYSTEMS, ITS OFFICERS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONSULTANT'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT.

9.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of Gonzales Healthcare Systems, its trustees, officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND GONZALES HEALTHCARE SYSTEMS ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE GONZALES HEALTHCARE SYSTEMS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

9.3 Consultant shall promptly advise the Gonzales Healthcare Systems, in writing, of any claim or demand against Gonzales Healthcare Systems or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

9.4 The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

X. LIABILITY AND STANDARD OF CARE

10.1 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Acceptance of reports or other documents by Gonzales Healthcare Systems shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Gonzales Healthcare Systems for any defect or error in testing, reports, or assessments and work performed by Consultant, its employees, subcontractors, and agents.

XI. ASSIGNMENT OF RIGHTS OR DUTIES

11.1 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of Gonzales Healthcare Systems. Engineering services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the Gonzales Healthcare Systems. Any other services to be performed under this Agreement may be subcontracted upon the written approval of Gonzales Healthcare Systems representative. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by Gonzales Healthcare Systems in accordance with this Article.

11.2 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, Gonzales Healthcare Systems may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to Gonzales Healthcare Systems under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to Gonzales Healthcare Systems, which Gonzales Healthcare Systems sustains as a result of such violation.

11.3 Consultant agrees to notify Gonzales Healthcare Systems representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to Gonzales Healthcare Systems under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article IV, Termination.

XII. INDEPENDENT CONTRACTOR

12.1 Consultant covenants and agrees that Consultant is an independent contractor and not an officer, agent, servant, or employee of Gonzales Healthcare Systems; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondent superior shall not apply as between Gonzales Healthcare Systems and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between Gonzales Healthcare Systems and Consultant.

12.2 No Third-Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with Gonzales Healthcare Systems or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Gonzales Healthcare Systems or Consultant.

XIII. NOTICES

13.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt requested with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If to the Gonzales Healthcare Systems:

If to _____:

Phone: _____
E-mail: _____

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

XIV. WORK ON GONZALES HEALTHCARE SYSTEMS PREMISES

14.1 To the extent that the Work may, of necessity, be performed in connection with an Healthcare facility which is currently occupied and in use, it is imperative that Consultant's operations and the performance of its services not interfere with, interrupt, disturb, or disrupt Hospital normal operations or facilities. Consultant agrees to and shall comply with all rules, regulations and requirements of Gonzales Healthcare Systems which its services are to be performed and shall take all necessary measures to protect and safeguard the safety of Gonzales Healthcare Systems employees, patients, and the general public. Contractor shall exercise the utmost skill and judgment to ensure that continuing testing activities will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Consultant recognizes that the ongoing Hospital activities in proximity with Consultant's activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Consultant. Consultant understands and accepts the difficulties and the cost associated with working in an existing facility and the potential delays and disruptions in its services and has considered such constraints in the negotiation of this Agreement.

14.2 The Consultant shall be responsible for the actions of Consultant's agents, employees and all sub-consultants working under it. The Contractor agrees that if the Project Site is a Healthcare facility, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Consultant's forces consistent with the nature of the work being performed, including wearing shirts at all times. Sexual harassment of employees of the Consultant, or employees, and patients, of the Gonzales Healthcare Systems by employees of the Consultant is strictly forbidden. Any employee of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including removal from the job site.

14.3 The Consultant agrees, prior to commencement of work, to provide assurance to Gonzales Healthcare Systems that all employees, subcontractors of the Consultant who are likely to or will have contact with employees and patients have passed a criminal history background check current within the last year.

XV. CONTRACT CONSTRUCTION

15.1 All Parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.

XVI. FAMILIARITY WITH LAW AND CONTRACT TERMS

16.1 Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

XVII. APPLICABLE LAW AND VENUE

17.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

17.2 The obligations of the Parties to this Agreement shall be performable in Gonzales County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Gonzales County, Texas.

XVIII. SEVERABILITY

18.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

XIX. FORCE MAJEURE

19.1 In the event that performance by either Party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either Party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, pandemic, epidemic, or the act or conduct of any person or persons not Party or privy hereto, then such Party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each Party shall bear the cost of any expense it may incur due to the occurrence.

XX. SUCCESSORS

20.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XXI. NON-WAIVER OF PERFORMANCE

21.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

21.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXII. PARAGRAPH HEADINGS

22.1 The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXIII. LEGAL AUTHORITY

23.1 The signer of this Agreement for Gonzales Healthcare Systems and Consultant each represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Gonzales Healthcare Systems and Consultant respectively, and to bind Gonzales Healthcare Systems and Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXIV. MISCELLANEOUS PROVISIONS

24.1 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Consultant has at least ten (10) full time employees, then the Consultant, by its execution of this Agreement represents and warrants to the Gonzales Healthcare Systems that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

24.2 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Consultant certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payments and acknowledges that this Agreement may be terminated and payment withheld in this certification is inaccurate.

24.3 Consultant verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

24.4 Pursuant to Texas Government Code Chapters 2274 and 809, if this Agreement is valued at \$100,000 or more and if Consultant has at least ten (10) full-time employees, then Consultant represents and warrants to the Gonzales Healthcare Systems that the Consultant does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This provision does not apply to sole proprietorships.

24.5 Pursuant to Texas Government Code Chapter 2274, if this Agreement is valued at \$100,000 or more and if Consultant has at least ten (10) full-time employees, then Consultant represents and warrants to the Gonzales Healthcare Systems that the Consultant does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This provision does not apply to sole proprietorships.

XXV. NO THIRD PARTY BENEFICIARIES AND IMMUNITY

25.1 For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with Gonzales Healthcare Systems or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Gonzales Healthcare Systems or Consultant. Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity. No provision of this Agreement is consent to suit.

XXVI. ENTIRE AGREEMENT

26.1 This Agreement, together with its Attachments embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the Parties.

26.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

EXECUTED ON THIS, THE _____ DAY OF _____, 2023.

GONZALES HEALTHCARE SYSTEMS

By:

(Printed Name and Title)

CONSULTANT:

By:

(Printed Name and Title)

Federal Tax ID #