



REQUEST FOR PROPOSALS
For
TSTC - Waco
Construction Manager at Risk
Cafeteria Renovations 2016

TEXAS STATE TECHNICAL COLLEGE
RFP No.: RFP-17-EW-409588

SUBMITTAL DUE DATE:
November 8, 2016 at 2:00 p.m.

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I. GENERAL INFORMATION

1.2 Description of TSTC

Texas State Technical College (“TSTC”) a state-supported two-year technical college and is the state’s largest provider of technical education. TSTC was originally established in 1965 as the James Connally Technical Institute (JCTI), a two year college in the Texas A&M University System designed to meet the state’s evolving workforce needs. In 1969, the State of Texas gained ownership of James Connally Air Force Base and renamed the college Texas State Technical Institute (TSTI), which became a separate state agency with its own Board of Regents, appointed by the governor. TSTC been continuously accredited by equivalent enrollment of approximately 12,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

In 2015, the college was granted single-accreditation status from the Southern Association of Colleges and Schools Commission on Colleges, the regional body for the accreditation of degree-granting higher education institutions in the Southern states. The college central administration is located in Waco, Texas, the site of the flagship campus. The college has campuses in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

1.3 Purpose of the Request for Proposals

Texas State Technical College (TSTC) (“Owner”) is soliciting statements of qualifications for proposals (“Qualifications and Proposal”) **for selection of a Construction Manager at Risk (CMR Contractor) for construction renovations of TSTC Student Service Center Cafeteria Renovations 2016** (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications and Proposal (“RFP”). Texas State Technical College will be the fiscal agent and contract manager for the Project and reserves the right to accept or reject any and all proposals, waive any and all formalities, and select the proposal deemed to be in the best interests of TSTC.

This RFP is a one-step process for selecting a Construction Manager at Risk (CMR) firm for the Project as provided by Texas Education Code §51.782. The RFP provides the information necessary to prepare and submit Qualifications and Proposal for consideration and initial ranking by the Owner, to include pre-construction services fee proposals and estimated construction costs with typical project mark-up percentages (“Proposals”) as detailed in the Guaranteed Maximum Price Proposal Form found in Section 3.12.

Owner reserves the right to interview selected respondents to confirm their proposals and resolve any additional questions the Owner may have prior to identifying the respondent who appears to offer the “best value” to Owner.

1.4 Authority

This solicitation is issued in accordance with the requirements for consulting services by an institution of

higher education of the State of Texas as provided in Texas Government Code, Chapter 2254.028(c). Accordingly, the college's Chief Executive Officer has made a finding of fact that the services to be provided by the contractor selected under this RFP are necessary for the college.

1.5 Submission of Proposal

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127, sealed proposals will be received until the date and time established for receipt. After, receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

TSTC will receive Proposals until November 8, 2016 at 2:00 p.m. CST. Proposal must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.

Proposal will not be received by telephone, fax, or email. Proposal will only be received at the location described below:

Elise Wells, CTP
Texas State Technical College
Patterson Hall – Procurement Services
103 10th Street, Suite 250
Waco, Texas 76705

Submit one (1) original and one (1) identical electronic copy of the Proposal and all of its contents. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy original proposal. An original signature must be included on the "Respondent's Statement of Qualifications and Proposal and Ability To Undertake The Project" document.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. **The envelope must clearly identify the RFP number, submittal due date, and the name and return address of the respondent.** Proposal and any other information submitted by respondents in response to this RFP shall become the property of the TSTC.

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

Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection.

Properly submitted Qualifications and Proposals will be opened publicly and the names of the respondents will be read aloud. Proposal cannot be altered or amended after opening time. Proposal cannot be withdrawn after opening time without written approval by TSTC based on a written request to withdraw. By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the "best value" will require subjective judgments by TSTC.

1.6 Questions

All questions regarding this RFP must be submitted in writing to Elise Wells, CTPM, Senior Buyer, Procurement and Travel Services at elise.wells@tstc.edu no later than **October 31, 2016 at 11:00 a.m.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal.

1.7 Key Events Schedule

Issuance of RFP	Wednesday, October 26, 2016
Deadline for Submittal of Questions	Monday, October 31, 2016, 11:00 a.m.
Proposal Closing	Tuesday, November 8, 2016, 2:30 p.m.

1.8 Proposal Evaluation Process

TSTC may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. The top ranked respondents may be selected by the Owner to participate in the interview process. The interviews may be conducted in person or through the use of technology.

Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.

TSTC may first attempt to negotiate a contract with the selected respondent. TSTC may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTC is unable to reach a contract with the selected respondent, TSTC may formally end negotiations with that respondent and proceed to the next “best value” respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTC is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to TSTC overall, as determined by TSTC.

1.9 Acceptance of Evaluation Methodology

By submitting its Qualifications and Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.

1.10 Bidding Requirements

Proposal prices must be firm for TSTC acceptance for 90 days from the submittal due date and the RFP Document Submission shall be irrevocable from the close of the call until acceptance by TSTC or the passage of a period of 90 days, whichever shall occur first.

1.11 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent.

1.12 Taxes

TSTC is exempt from taxes pursuant to the provisions of the *Texas Tax Code*, Chapter 151. Do not include tax in the Proposal. Excise Tax Exemption Certificates are available upon request.

1.13 Reservation of Rights

TSTC may evaluate the Proposal based on the anticipated completion of all or any portion of the Project. TSTC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. TSTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.14 Texas Public Information Act

All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

1.15 Equal Opportunity

The Respondent must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.16 Accuracy of Information

TSTC and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should dispute arise regarding the meaning or intent of the Contract Documents, the decision of the TSTC shall be final and binding upon the Contractor.

1.17 State Registration of Architecture Firms

Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, and Texas Occupations Code.

1.18 State Registration of Engineering Firms

Respondents are advised that the Texas Board of Professional Engineers requires that any entity

providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.

1.19 Contract Award

A response to the solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. RFP's do not become contracts and are not binding until a written contract, signed by authorized College administrator and authorized personnel of the awarded vendor pursuant to this agreement are formed.

The RFP and submitted responsive documents, or portions of each, and at the College's sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Proposer after execution of the contract by both parties.

1.20 Compliance with Laws

The services provided and all representations in the RFP response must be such that they are or would be in conformity with all federal, state, county and local laws, regulations, rules, and orders. Upon request, the Proposer shall furnish to TSTC certificates of compliance with all such laws.

1.21 Termination for Convenience

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of TSTC or the contractor, by giving thirty (30) calendar days' notice thereof to the selected contractor.

1.22 Termination for Default

In the event that the services to be performed under this contract must be completed by a certain date, the Proposer is required to provide immediate notice at such time it has knowledge that it will be unable to perform the services within the time required.

1.23 Assignment

The Proposer may not assign, transfer, convey, or subcontract this contract, any services to be performed as outlined in the RFP, or any of its obligations under this contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion.

1.24 Ethics Conduct

Any direct, or indirect, actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in TSTC orders and contracts.

1.25 **Drug Policy**

TSTC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors, while on TSTC premises, is strictly prohibited.

1.26 **Invoices**

Original invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments; Name and address of the Respondent, Respondent's invoice remittance address, Purchase order number authorizing the services, detailed breakdown of monthly total price for services, and any other related documentation to show proof of services rendered.

Invoices should be received no later than the (15) fifteenth day of every month. Each invoice is subject to review and approval by TSTC before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by TSTC is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTC will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code.

Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the contractor.

Invoices shall be submitted by mail to:

Texas State Technical College
Procurement Services
3801 Campus Dr.
Waco, Texas 76705

1.27 **Confidential Information**

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by contractor in the performance of services for TSTC, that is not generally known to the public, will be confidential and contractor will not, beginning on the date of first association or communication between TSTC and contractor and continuing throughout the term of the contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for contractor's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of contractor as an independent contractor of TSTC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TSTC. Contractor will obtain assurances similar to those contained in this Section from persons, contractors, and subcontractors retained by contractor.

1.28 **Governing Law**

The contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

1.29 Group Purchasing Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (Texas Education Code 51.9335). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that Texas State Technical College is comprised of several campuses across the state of Texas described at <http://www.tstc.edu/about/welcome>. TSTC may routinely evaluate whether a contract resulting from a procurement conducted by one of the campuses might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

2 SCOPE OF SERVICES

2.0 Overview

TSTC is soliciting statements of qualifications for proposals for selection of a Construction Manager at Risk (CMR Contractor) for construction renovations of TSTC Student Service Center Cafeteria Renovations 2016, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications and Proposal.

2.1 Scope of Work

The Project scope will consist of the renovation of approximately 3,000 square feet of existing cafeteria floor space. This involves demolition of existing ceiling tile, grid, and lighting. Construction and installation of wood "Clouds" for the new proposed ceiling. Painting and electrical work associated with this project.

This project is funded internally by TSTC through local funds. The total Project Budget is \$55,000.00.

The scope of work for the selected respondent will also include, but not necessarily be limited to, assistance provided to the TSTC Project Manager for final design of "Clouds" and structural framework for "Clouds".

- 1) Development of Schematic Designs for "Clouds".
- 2) Completion of Construction Documents for all structural, and architectural improvements required to construct the project.

The College is stipulating that all plans and specifications developed under the contract with will become College property.

2.2 FACILITY PROGRAM

The Owner intends that the successful respondent will be a part of the final development, verification and approval of the Building Program as a part of Preconstruction Services.

2.3 Project Planning Schedule

Key Project planning schedule milestones are:

RFP Issued	October 26 2016
Deadline for Submittal of Questions	October 31, 2016
Proposal Closing	November 8, 2016
Interviews (if required)	November 15, 2016
Proposals Ranked and CMR Selected	November 16 2016
Contract Negotiations	November 17-18, 2016
Substantial Completion (Owner Occupancy)	January 02, 2016

2.4 Owner's Special Conditions

All special conditions will be included in the proposed CMR Contract.

2.5 Contract Administration

Selby Holder will be the Contract Manager for this contract.

2.6 Change or Addition to Scope of Services

TSTC, without invalidating the contract, may make changes by altering, adding to, or deduction from the Scope of Services at any time during the term of the contract in order to meet current TSTC needs. The Contract pricing shall be adjusted accordingly, upon mutual agreement between TSTC and Contractor. Should TSTC request additional services during the term of the Contract, an agreement to provide these services at the same price as quoted will be understood as included in the Respondent's submission.

3.0 PROPOSAL FORMAT

3.0 Proposal Submission Format

The Proposal must be organized in sections in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous proposals are not desired. Qualifications and Proposal shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

Additional attachments shall NOT be included with the Qualifications and Proposal. Only the responses provided by the respondent to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.

Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

3.1 Proposal Cover Page

The Proposal Cover Page, Attachment A, should be the first page of your Proposal.

3.2 Table of Contents

A Table of Contents should be the second section of your Proposal. The Table of Contents shall give page numbers for each section of the Proposal. Number all pages of the Proposal sequentially using Arabic numerals (1, 2, 3, etc.).

3.3 Execution of Offer

The Execution of Offer Page, Attachment B, should be the third section of your Proposal. The Execution of Offer must be signed by a person authorized to sign for Respondent. Failure to submit a signed Execution of Offer will result in automatic disqualification.

3.4 Fee Proposal Form for Cafeteria Renovations 2016

3.5 Proposal Contents

Proposer must submit the following information as part of Proposer's proposal:

1. Proposal Cover Page – Attachment A
2. Table of contents
3. Execution of Offer – Attachment B (Addressing all items required)
4. Fee Proposal Form – Attachment C
5. Company profile specifying experience working on similar projects and detailed curriculum vitae of those individuals, representing the firm that will be conducting the study. Describe how you meet the requirements of Section 2.3.
6. Qualifications and Proposal shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of

this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

7. Qualifications and Proposal shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets, and Execution of Offer do not count as printed pages. Bigger is not necessarily better.
8. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Qualifications and Proposal will be considered non-responsive and subject to rejection
9. Qualifications and Proposal and any other information submitted by respondents in response to this RFP shall become the property of the Owner.
10. Qualifications and Proposal that are qualified with conditional clauses, alterations, and items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
11. The Owner makes no representations of any kind that an award will be made as a result of this RFP, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications and Proposal, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.
12. Qualifications and Proposal shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Qualifications and Proposal; however, it is essential to reference the question number with the corresponding answer.
13. Failure to comply with all requirements contained in this Request for Qualifications and Proposal may result in the rejection of the Qualifications and Proposal.
14. Methodology of how the firm will meet the scope of work as outlined in this RFP
15. Provide a detailed schedule and time frame for completion of the RFP.
16. Professional references (minimum of three, maximum of five) with full contact information and brief summary of the project conducted for the reference of those projects that most closely mirror this request in terms of scope
17. Terms and Conditions – Attachment D
18. Conflict of Interest Questionnaire – Attachment E (if no conflicts, enter None and sign)

4.0 PROPOSAL SELECTION CRITERIA

4.0 Requirements for Statement of Qualifications and Proposal

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) services to TSTC and (2) total overall cost to TSTC. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTC.

An evaluation team from TSTC will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may give consideration to additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Contractor will be those factors listed below:

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

4.1 Criteria One: Respondent's Statement of Qualifications and Proposal and availability to undertake the project – Value 5% (maximum 2 printed pages)

Provide a statement of interest for the Project including a narrative describing the respondent's unique qualifications as they pertain to this particular Project.

Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project. List the main project team members and provide a resume for each, including their experience with similar projects, the number of years with the firm, and their city(s) of residence.

4.2 Criteria Two: Respondent's Pre-Construction Phase Services – Value 10 %

Provide details of how your firm approaches Pre-construction Phase Services. Provide details of how your firm determines the billing amount for Pre-construction phase services.

4.3 Criteria Three: Respondent's ability to provide Construction Manager at Risk Services - VALUE 5%

Provide the following information on your firm for the past **three** (3) fiscal years:

Volume - Annual number of projects
Revenues - Annual revenue totals

Provide a statement regarding your firm's:

Total bonding capacity
Available bonding capacity and current backlog

Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction. Provide details of any litigation (or claims filed) against your firm during the last ten years. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution. Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

4.4 Criteria Four: Qualifications of the CMR – Value 10 %

Describe your management philosophy for the CMR construction delivery method. Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for Pre-construction and Construction Services. Affirm that the individuals identified will be committed for the entire duration of the project. Identify the proposed team members (including consultants) who worked on the Projects listed in Section 3.4 or 3.5 of this RFP, and describe their responsibility in those projects compared to this project. Also, list other projects for which the consultant team members have worked with the respondent. Identify the proposed team members (including consultants) to represent your firm on-site throughout the construction project.

4.5 Criteria Five: Respondent's Past Performance on Representative CMR Projects – Value 5%

List the all proposed Team's past CMR projects within the last five (5) years. Select and present on the three most relevant projects, with the most relevant project listed first. Using no more than two pages per project, provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final construction cost
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual Date of Notice To Proceed for Pre-Construction Services
- Actual Date of Notice To Proceed, Substantial Completion, and Final Payment dates for Construction Services
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating the day to day work)
- Names of Mechanical, Plumbing and Electrical subcontractors
- Names of Architectural, Engineering and Technical consultants

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

- The Owner's name and the name of the Owner's Representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number and current email address.

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

4.6 Criteria Six: Respondent's Experience with Texas State Technical College Projects – Value 15%

Briefly describe the firm's experience on other Texas State Technical College projects.

4.7 Criteria Seven: Respondent's ability to establish Budgets and control Costs on past projects – Value: 10%

Describe your cost estimating methods. From any one (1) of the projects listed in response to Section 3.4 of this RFP, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved. Describe your cost control methods during construction and how you procure subcontracts, confirm scope, amount, and ensure proper payment. From any of the projects listed in response to Section 3.4 of this RFP, provide examples of how these techniques were used and the degree of accuracy achieved. Provide an example of a cost estimate used to establish a contract amount from any project listed in Section 3.4 of this RFP.

4.8 Criteria Eight: Respondent's ability to meet schedules on past projects – Value 5%

Describe how you will develop, maintain and update the project schedule during design and construction to coordinate with the Owner's project schedule. Specifically show how you will facilitate the design schedule. From any of the projects listed in response to Section 3.4 of this RFP, provide examples of how these techniques were used.

Provide a list of projects showing size, value, and construction duration showing how well you develop and maintain work schedules during design and construction to from Notice To Proceed to Completion. From any of the projects listed in response to Section 3.4 of this RFP, provide examples of how these techniques were used.

4.9 Criteria Nine: Respondent's knowledge of Current Design and construction methodologies technologies, and best practices - Value: 5%

Describe your firm's knowledge and implementation of current design and construction methodologies, technologies, and best practices. Give actual examples from prior projects. Describe how you have maintained security during the construction of a facility listed in Section 3.4 of this RFP.

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

4.10 Criteria Ten: Respondent’s Ability to Identify and Resolve Problems on Past Projects - Value: 5%

Describe your understanding of the administrative challenges and opportunities associated with providing Pre-construction and Construction services for Texas State Technical College on this project, and your strategy for resolving these issues.

Understanding the schedule limitations, provide an analysis of the Owner’s project planning schedule in Section 2.5 of this RFP and describe your plan for communicating constructability, phasing, value engineering and other budget options in a form that will quickly facilitate the Owner’s decision making.

Describe two sample conflicts with the Owner, Consultants, Architect/Engineer, or subcontractors that did not result in litigation and describe the methods used by the Respondent to resolve those conflicts.

4.11 Criteria Eleven: Respondent’s Safety Record – Value 5%

Summarize your firm’s safety record for the last five years.

Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site. Describe how you revised your program.

4.12 Criteria Twelve – Guaranteed Maximum Price Proposal Form – Value 20%

Scored Criteria:	Weight:
Respondent’s Statement of Qualifications and Proposal and availability to undertake the project	5%
Respondent’s Pre-Construction Phase Services	10%
Respondent’s ability to provide Construction Manager at Risk Services	5%
Qualifications of the CMR	10%
Respondent’s Past Performance on Representative CMR Projects	5%
Respondent’s Experience with Texas State Technical College Projects – Value 15%	15%
Respondent’s ability to establish Budgets and control Costs on past projects	10%
Respondent’s Ability to Identify and Resolve Problems on Past Projects	5%
Respondent’s knowledge of Current Design and construction methodologies technologies, and best practices	5%
Respondent’s Ability to Identify and Resolve Problems on Past Projects	5%
Respondent’s Safety Record	5%
Guaranteed Maximum Price Proposal Form	20%
Total	100%

Completeness of proposal — Respondent must submit all forms, documents and information requested in sufficient detail to demonstrate an understanding of the level of service expected by

the College. Omission of required documents may cause a proposal to be rejected as an incomplete submittal.

5.0 ATTACHMENTS:

Attachment A – Proposal Cover Page

Attachment B – Execution of Offer

Attachment C – Fee Proposal Form

Attachment D – Terms and Conditions

Attachment E - Conflict of Interest Questionnaire

Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
TSTC Waco – CMR Cafeteria Renovations 2016
RFP No.: RFP-17-EW-409588

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL EMPLOYER ID #: _____ or SS # (if sole owner): _____

IF A CORPORATION: State of Incorporation: _____ Respondent's Charter No: _____

IS YOUR COMPANY A HUB VENDOR? _____ WHAT CATEGORY? _____

IDENTIFY EACH PERSON WHO OWNS AT LEAST 25% OF THE RESPONDENT'S BUSINESS ENTITY BY NAME:

Attachment B – Execution of Offer
TEXAS STATE TECHNICAL COLLEGE
TSTC Waco – CMR Cafeteria Renovations 2016
RFP No.: RFP-17-EW-407880

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

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

Attachment B – Execution of Offer – Continued
TEXAS STATE TECHNICAL COLLEGE
TSTC Waco – CMR Cafeteria Renovations 2016
RFP No.: RFP-17-EW-409588

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

Attachment B – Execution of Offer – Continued
 TEXAS STATE TECHNICAL COLLEGE
TSTC Waco – CMR Cafeteria Renovations 2016
RFP No.: RFP-17-EW-409588

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

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent’s company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification. The undersigned, having carefully examined the scope of services and related documents entitled: Spaceport Feasibility Study RFP No.: RFP-17-EW-407880 as prepared by Texas State Technical College as well as all other conditions affecting the cost and/or execution of the work, proposes to complete the work in accordance with said documents:

ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned RFQ (initial if applicable):
Failure to properly acknowledge addenda may result in disqualification.

Addendum # _____	Issued _____	Initials: _____
Addendum # _____	Issued _____	Initials: _____
Addendum # _____	Issued _____	Initials: _____

Respectfully Submitted,

Respondent's Name: _____

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

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(City, State, Zip Code)

(Telephone Number)

(Authorized Signature)

(Date)

Attachment C – Fee Proposal Form
TEXAS STATE TECHNICAL COLLEGE
TSTC Waco – CMR Cafeteria Renovations 2016
RFP No.: RFP-17-EW-409588

FEE PROPOSAL FORM for Cafeteria Renovations 2016

***FEES PROPOSED
FOR PRECONSTRUCTION SERVICES***

Total contractor fee for developing cost estimates based on Pre-Construction Services, Budgeting/Cost Estimating, as described above.

\$ _____

***FEES PROPOSED
FOR OFFICE OVERHEAD AND PROFIT***

Total Contractor Fee
Expressed as percentage of Cost
of Construction for labor, equipment
materials and related costs of the work
Provided by the Contractor.

_____ %

The primary fee on the project.

FEES PROPOSED FOR CHANGE ORDERS

Subcontractor mark up fee (10% maximum allowed for overhead & profit)
General Contractor Mark up fee

_____ %

_____ %

General Conditions costs per month should the Construction schedule exceed the estimated construction duration. (Assume the General Conditions costs can be translated to a per diem after a one month extension)(Billing to the Owner shall not exceed actual costs incurred by the Construction Manager

\$ _____

***GENERAL CONDITIONS
COSTS PROPOSED***

Percentages proposed below will be fixed in the contract. Actual correlating dollar amounts should additionally be shown in the attached schedule of General Conditions Costs based on a Total Construction Cost of \$8,750,000. Final General Conditions Costs for items with fixed percentages will be based on percentage times actual cost of construction.

Contractor Bond - includes separate 100% Performance and Payment bonds expressed as percentage of the Total Construction Cost

_____ %

Contractor Insurance - includes Contractor's general liability and other insurance - expressed as percentage of the Total Cost of Construction.

_____ %

What is your Insurance Rate Modifier?

Amount of Commercial General Liability
(Limit) which can be furnished by CMR without
increase in insurance rate proposed.

\$ _____

Can you add the Owner, Architect and
Engineers on your policies as additional
injured without additional cost to the
Owner? (Circle one)

Yes No

Amount of Labor to be performed by
the Contractor's Own Forces

_____ %

Identify types of work (trades) to be self-performed.

Attachment D – Terms and Conditions
TEXAS STATE TECHNICAL COLLEGE
TSTC Waco – CMR Cafeteria Renovations 2016
RFP No.: RFP-17-EW-409588

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP, ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

A. BIDDING REQUIREMENTS

1. Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
2. RFP should be submitted on this form. RFP must be time stamped at ordering agency on or before the hour and date specified for the RFP opening.
3. Late and/or unsigned RFP will not be considered under any circumstances. Person signing RFP must have the authority to bind the firm in a contract.
4. RFP should give Payee ID Number, full firm name and address of proposer on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a RFP, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number _____

Sole owner should also enter Social Security Number _____

5. RFP cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
6. TSTC reserves the right to accept or reject any or all proposals, or parts thereof, waive technicalities and negotiate and award the RFP to best serve the interests of the College.
7. Consistent and continued tie bidding could cause rejection of RFP by TSTC and/or investigation for antitrust violations.
8. TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive RFP'S will not be considered.

B. TIE BIDS

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

C. AWARD OF CONTRACT

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein. RFP's do not become contracts until they are accepted through an open market

purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award. Any legal actions must be filed in Cameron County, Texas.

D. PAYMENT

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

E. PATENTS OR COPYRIGHTS

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

F. VENDOR ASSIGNMENTS

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

G. BIDDER AFFIRMATION

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

1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted RFP.
2. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.
3. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.
4. Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
5. Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
6. The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or

any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

7. Proposer agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies proposer will complete the following information in order for the RFP to be evaluated:

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with proposer: _____

9. Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
10. Pursuant to Section 231.006©, Family Code, RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.

H. NOTE TO PROPOSER:

Any terms and conditions attached to a RFP will not be considered unless specifically referred to on this RFP form and may result in disqualification of the RFP. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.

I. BEST VALUE CRITERIA

- the quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- the number and scope of conditions attached to the RFP;
- the ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- the character, responsibility, integrity, reputation, and experience of the proposer;
- proximity of the proposer's office to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;
- related to the above, how close are the proposer's sub-consultants to the site, and are there firm principals at the local sub-consultants' offices, and how much of the design work will be done at the local sub-consultants' offices;
- the quality of performance of previous contracts or services;

- any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- and the ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract.
- The purchase price:
- Any relevant criteria specifically listed in the RFP or request for proposals.

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(City, State, Zip Code)

(Telephone Number)

(Authorized Signature)

(Date)

Attachment E - Conflict of Interest Questionnaire
If no conflicts, enter "None" on line 3 and sign.

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	