



REQUEST FOR QUALIFICATIONS

**Indefinite Delivery/Indefinite Quantity**

**Construction Manager Agent Services Statewide**

**RFQ-DQ-19-003**

NIGP Class Code(s): 909-03, 958-26, 958-77

**RESPONSES ARE DUE BEFORE:  
Wednesday, September 04, 2019, 2:00 PM CST**

POINT OF CONTACT:  
Danny de la Garza, CTCD/CTCM  
Texas State Technical College  
Phone: 956.364.4554  
[danny.delagarza@tstc.edu](mailto:danny.delagarza@tstc.edu)

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## **SECTION 1: GENERAL INFORMATION**

### **1.1 Background of Texas State Technical College**

Texas State Technical College (“TSTC” or “College”) 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 has been accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS-COC) as a Level I institution since 1968. The College is an open enrollment institution with a full-time 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 SACS-COC, the regional body for the accreditation of degree-granting higher education institutions in the Southern states. TSTC central administration is located in Waco, Texas, the site of the flagship campus. The College services students throughout the state of Texas at campuses located in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

### **1.2 Purpose of the Request for Qualifications**

Texas State Technical College (TSTC) is soliciting statements of qualifications (“Proposals”) for the selection of multiple Construction Manager Agent (“CMA”) firms (“Respondents”), to provide services for Indefinite Delivery Indefinite Quantity (IDIQ) for miscellaneous construction projects for TSTC’s ten campuses and off-site locations throughout the state of Texas.

### 1.3 Submission of Proposal

Pursuant to *Texas Government Code Title 10, Subtitle D, Chapter 2156.121-2158.127*, sealed proposals will be received until the date and time established as the submittal deadline. After the submittal deadline, proposals will be opened and only the names of Respondents that properly submitted a Proposal will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

***Proposals must be received before the hour and date specified as the submittal deadline. Any proposal received after the expiration of the submittal deadline will be immediately disqualified from consideration.***

Proposals will not be accepted by telephone, fax, or email. Proposals will only be accepted at the address below:

Charlotte Ables  
Texas State Technical College  
Patterson Hall/Procurement Services  
2<sup>nd</sup> Floor Room 265  
103 10<sup>th</sup> Street Waco, Texas 76705  
Phone: 254.867.3751  
[charlotte.ables@tstc.edu](mailto:charlotte.ables@tstc.edu)

***NOTE: Address above is campus address only, recognized by FEDEX and UPS. If sending via USPS, use following street address: 3801 Campus Drive, Waco, TX 76705.***

**Submit one (1) original signed proposal and one (1) identical electronic copy of the original signed proposal including all of its contents (“Proposal”).** The original Proposal should contain the mark “original” on the Proposal Cover Page. The electronic copy shall be submitted in a USB/Flash Drive or CD in the same envelope as the hard-copy original proposal.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the RFQ number, submittal deadline, and the name and return address of the Respondent. Proposal and any other information submitted by a Respondent in response to this RFQ shall become the property of TSTC and will not be returned.

TSTC will not provide “delivery or hand stamp” receipt of Proposal or proof of delivery of Proposal which are delivered by hand or courier.

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

By submitting a Proposal in response to this RFQ, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC.

#### 1.4 Questions and Clarifications

All questions and clarifications regarding this RFQ must be submitted in writing to Danny de la Garza, at [danny.delagarza@tstc.edu](mailto:danny.delagarza@tstc.edu) no later than **Friday, August 23, 2019 5:00 PM CST**. TSTC reserves the right to request clarification of any information contained in a proposal. Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued by TSTC as an Addendum. All such Addenda will be issued by TSTC before the submittal deadline as part of the RFQ and Respondents shall acknowledge receipt of each Addendum to the RFQ in proposal submission.

#### 1.5 Schedule of Events

Issuance of RFQ	Friday, August 16, 2019
Pre-Submittal Conference	N/A
Deadline for Written Questions	Friday, August 23, 2019 5:00 PM CST
Issuance of Addendum (if necessary)	Tuesday, August 27, 2019, 5:00 PM CST
Submittal Deadline	Wednesday, September 04, 2019, 2:00 PM CST
Evaluation and Selection Period (tentative)	TBD
Interviews and Negotiations (optional)	TBD
Award/Drafting of Contract/Issuance of Purchase Order (tentative)	TBD

#### 1.6 Pre-submittal Conference:

There will be no pre-submittal conference for this project.

## **1.7 Historically Underutilized Business Submittal Requirements**

It is the policy of TSTC to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with *Texas Government Code*, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more.

A HUB Subcontracting Plan Form (Included as Separate Attachment) is not required to be part of the Respondent's proposal. However, a HUB Subcontracting Plan will be required prior to the negotiation of contract terms and conditions and award.

Search the State of Texas HUB Database for HUB vendors by the NIGP class and item at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

Additional minority and women owned business association resources are available for subcontracting notices at: <http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

Additional information and training regarding how to complete a HUB Sub-Contracting Plan can be found on the CPA Website at the following link:

<http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>

## **1.8 Subcontracting Approval**

The Respondent shall perform the Contract with its own resources and those subcontractors identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.

In any subcontracts entered into by Contractor for the performance of the work, Contractor shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by the terms of the contract between Contractor and TSTC and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor and TSTC, assumes toward TSTC.

The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.

## **1.9 Proposal Requirements**

Proposals cannot be altered after the proposal submittal deadline and must be firm for up to 90 days from the submittal deadline. Proposals cannot be withdrawn after submittal deadline without written approval by TSTC based on a written request to withdraw.

### **1.10 Signature, Certification of Proposer**

Proposals submitted without the required forms and authorized signatures, as specified in Section 3 (Proposal Requirements) and Section 6 (Attachments) are subject to disqualification at TSTC's sole discretion.

### **1.11 Proposal Evaluation and Award Process**

Proposals will be evaluated in accordance with Section 4.1 of the RFQ.

### **1.12 Exceptions to RFQ**

Any exceptions to terms, conditions, and requirements of the RFQ, including the Service Agreement, must be made in writing and noted in the Proposal. Please refer to Section 6, Form B for the required form.

### **1.13 No Reimbursement for Proposal Costs**

TSTC specifically disclaims the responsibility and/or liability for all costs, expenses, or claims related to or arising out the proposers' participation in this RFQ process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying their Proposal and the information relevant to the Proposal. Proposers acknowledge and accept that any costs incurred from proposers' participation in this RFQ process shall be at their sole risk and responsibility.

### **1.14 Taxes**

As an institute of higher education and agency of the State of Texas, TSTC is exempt from payment of Texas state and local sales or use taxes on all purchases (*Texas Tax Code, Section 151.309*). Do not include sales tax in Proposal. Tax exemption certificates are available upon request.

### **1.15 Reservation of Rights**

TSTC reserves the right to modify the RFQ, divide the Scope of Work into multiple parts, and reject any and all proposals to re-solicit for new proposals or temporarily or permanently abandon the RFQ prior to the date on which TSTC's delegated authority executes a contract with the selected Proposer.

### **1.16 Texas Public Information Act**

Proposers acknowledge that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act (*Texas Government Code, Chapter 552.001, et seq.*) TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information. All information, documentation, and other materials submitted in response to this RFQ are considered non-confidential and/or non-proprietary and are subject to public disclosure. If proposals include proprietary data, trade secrets, or information proposers must specifically label such data, secrets, or information as follows: **"PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION"**.

### **1.17 Equal Opportunity**

Proposer 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.

### **1.18 Accuracy of Information**

The information presented in this RFQ is complete and accurate to the best of TSTC's knowledge. If proposers have any questions in regards to this RFQ, a written request should be submitted to Point of Contact before the Deadline for Written Questions specified herein.

### **1.19 Contract Award**

Proposals to this RFQ are offers to contract with TSTC. Proposals do not become contracts and are not binding until a written contract is executed by TSTC's delegated authority and awarded Proposer. Awarded Proposal will become incorporated by reference in the written contract. TSTC shall reserve the right to award a contract for part or all requirements in the RFQ, to award multiple awards, or not award any contract, according to what is in the best interest of the TSTC.

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.

The term of this contract shall begin To Be Determined ("TBD") and terminate on August 31, 2022. At the end of the contract, TSTC has the option to continue services for an additional twenty-four (24) months by extending the termination date for a maximum of one year per renewal for two (2) additional consecutive renewal years. Either party may terminate this contract, without penalty, by giving 90 days written notice.

Initial Term: TBD to 08/31/2022  
Fourth Optional Year: 09/01/2022 to 08/31/2023  
Fifth Optional Year: 09/01/2023 to 08/31/2024

### **1.20 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 proposers from current and future consideration for participation in TSTC purchase orders and contracts.

## **SECTION 2: SCOPE OF WORK**

### **2.1 Overview**

TSTC may select multiple CMA firms and award projects based on geographic location and the best fit for the project of the College's ten campuses and off-site locations throughout the state of Texas. (Refer to Attachment C in Section 5) TSTC will assess the selected firms on a qualifications basis as necessary for a given project. The successful firms will contract directly with TSTC and will work cooperatively with TSTC, its designated representatives, the Architectural Engineering Professionals, and the Construction Contractors as the Owners Representative.

The Construction Manager Agent shall have primary management responsibility for the Project and more specifically shall manage and coordinate the design and construction phases and related processes of the Project. The Construction Manager Agent will be a member of the construction team (owner, architect and contractor) and will act as an independent adviser on construction management matters through the course of both design and construction.

This RFQ provides information on the Project, the minimum scope of services required, and information to aid in preparing submissions in response to this RFQ. All inquiries regarding this Project and RFQ must be in writing to the Procurement Specialist listed in Section 1.4 in sufficient time to allow TSTC to respond.

The Respondent(s) will render these services to the TSTC as needed, with no minimum or maximum amount of services specified. In particular, the Respondent must be prepared to assign at least one person with significant related experience to be available as the point of contact for all oversight efforts for TSTC.

### **2.2 Requirements**

This Scope of Work specifies the minimum requirements for the Contractor. The Construction Manager Agent will be responsible for providing comprehensive on-site Construction Manager Agent Professional Services including all required labor, services, supplies, and equipment. Specific scope for projects will be negotiated at the time of the award. The scope will be adjusted to meet the owners need on a specific project and may include but not limited to the following:

- 2.2.1 Perform all actions required to coordinate and or manage the collaborative process to design, procure, construct, turn-over, and close-out a full -scope project on-time and within budget.
- 2.2.2 Manage the project budget including primary fiduciary responsibilities & schedule. Serve as the Facilities Planning and Construction (FP&C) lead project manager for the project.
- 2.2.3 Provide support to FP&C throughout the life of the project concerning the design and construction of the project to enhance performance, reduce cost, and otherwise improve the project.
- 2.2.4 Provide support to FP&C and the various campus departments on the selection and use of facility systems, components, and materials to reduce cost and/or improve constructability and operability of the facility.

- 2.2.5 Schedule and attend all project meetings, insure minutes of meeting are prepared and distributed and follow-up to insure accomplishment of all action items.
- 2.2.6 Manage and report on project scope, budget and schedule at regular intervals. Provide FP&C with timely notification of issues/problems and recommended solutions.
- 2.2.7 Manage the filing, retention, storage, and turn-over of all project related documents in readily accessible format(s) and location(s).
- 2.2.8 At a minimum, provide photo documentation of construction progress at regular intervals and for critical installations.
- 2.2.9 Ensure and update, as required, project data in the electronic project management systems as needed.
- 2.2.10 Prepare presentations, conduct tours, and provide project information as requested.
- 2.2.11 Respond to emergencies during the duration of the project.
- 2.2.12 Provide quality assurance and quality control services (inspection services) for the duration of the project ensuring the materials, building systems, and quality of construction meet or exceed the requirements of the contract documents. Ensure all of the materials used in the project are as per submittals and contract documents. Provide timely inspection services for all stages of construction ensuring the quality of construction meet the requirements of the contract documents.

Additional services to be determined based upon Scope of Work:

- i. Manage the development and verification of the project program.
- ii. Coordinate with FP&C in accordance with the established program, schedule, and budget.
- iii. Work with the A/E and contractors to provide cost comparative analysis on all construction pricing including the Value Engineering process and related re-design and/or re-procurement required as a result of the Value Engineering process.
- iv. Coordinate required internal and external reviews of design documents at planned intervals.
- v. Coordinate with all campus agencies, including but not limited to Physical Plant, Office of the Provost, Grounds Maintenance, College Police Department, Telecommunications Services, Communication Services, etc.
- vi. Participate in the management and selection of other required professional service providers, including but not limited to Commissioning Agents, surveyors, and geo-technical, materials testing, and TAB firms as needed identified by FP&C

- vii. Ensure submission of plan and specifications for ADA review and State Energy Office review.
- viii. Ensure the execution of the Storm Water Pollution Prevention Plan (SWPPP) is in compliance throughout the life of the project.
- ix. Assist Construction Manager/Construction Services procurement packages for posting on the Electronic State Business Daily.
- x. Assist in selection of the Construction Contractor or contractors, including but not limited to assisting in scope of work planning, voting member on selection committee, contract negotiations and contracting.
- xi. Manage construction of project and related flow of information including, but not limited to, managing submittals, RFIs, ASIs, Change Orders, Contract Amendments, pay applications, schedule updates, and project reports.
- xii. Observe on-going construction to insure compliance with contract documents and take appropriate action to correct deficiencies noted.
- xiii. Assess the adequacy of the Contractor's personnel and equipment and the availability of materials and supplies as it relates to the construction schedule. Provide direction and recommend appropriate corrective action.
- xiv. Coordinate with the client and campus agencies to manage and coordinate the installation of furniture, furnishings and equipment (FF&E), including, as a minimum, network and telecommunications equipment as well as owner furnished/contractor installed and owner furnished/owner installed equipment.
- xv. Coordinate and manage the preparation of the preliminary and final punch lists, including any and all required tests and inspections, and manage the correction of all deficiencies. Work with the construction team to establish the Substantial Completion Date, ensuring all of the conditions required to establish that date are met.
- xvi. Coordinate all required owner's training and the turn-over of all required documents, including but not limited to, warranties, test and inspection reports, as-built drawings, owner's manuals, SWPPP documentation, etc.
- xvii. Manage correction of all warranty issues. Schedule and conduct off season commissioning and TAB if required and an 11 month post-construction inspection including the management of all corrective action items.
- xviii. Manage project close-out including final payment and retainage processing, and contract close-out for contracts, document turn-over, storage, TCEQ Notices of Termination.
- xix. Provide quality assurance and quality control services (inspection services) for the duration of the project ensuring the materials, building systems, and quality of construction meet or exceed the requirements of the contract documents. Ensure all of

the materials used in the project are as per submittals and contract documents. Provide timely inspection services for all stages of construction ensuring the quality of construction meet the requirements of the contract documents.

- xx. Work and collaborate with TSTC ensuring quality, schedule and budget are meeting the expectations of TSTC and the Campus where the project is located.

If awarded the contract, Proposer and all proposed subcontractors and personnel shall comply with all of the following **minimum** requirements:

- i. Coordinate the execution of services with TSTC. If for any reason TSTC is not satisfied with the services, Proposer(s) must coordinate with TSTC to resolve the problem(s) with no additional charge, unless agreed upon in writing by TSTC.
- ii. Respond to notifications to plan and schedule services within two (2) business days of the initial request made by TSTC.
- iii. Perform all work between 7:00 AM – 7:00 PM, Monday – Friday, unless special arrangements have been made with TSTC Facilities.
- iv. Abide with all OSHA safety requirements and rules of conduct.
- v. All materials and services delivered by Proposer(s) to TSTC are subject to inspection and approval by TSTC. TSTC will not be responsible for any materials or services not specifically detailed on the quote and approved through a formalized TSTC Purchase Order.

If awarded the contract, Proposer and all proposed subcontractors and personnel shall comply with all of the following **mandatory** requirements:

- i. Provide proof of all required licenses and certifications.
- ii. Provide all necessary bonds and permits as required as defined in the TSTC's Uniform General Conditions ("UGC").
- iii. Provide written documentation to TSTC of each warranty within thirty (30) days after completion of services.
- iv. Provide an SDS sheet for all chemicals used on campus.
- v. Document green initiative for providing responsible environmental practices.
- vi. Perform all services in accordance with the latest edition of the UGC.
- vii. All employees and associated personnel of Proposer(s) performing services on TSTC properties must maintain proper professional work attire throughout the duration of the project and must wear identification badges with a visible photo I.D. on their outer wear at all times. In addition to the photograph of the individual, this I.D. shall state the individual's name and employing company's name. No employee of the Proposer will be permitted on TSTC properties without proper identification.

- viii. Harassment: Under no circumstance will TSTC tolerate any form of verbal or non-verbal harassment, abuse, jeering, whistling, etc. directed toward College staff or students. The Proposer will be informed of any complaints and will be expected to permanently remove the problem employee from the job.
- ix. Smoking: All tobacco products, including smokeless tobacco, are prohibited on TSTC property at all times. This must be fully enforced by the Proposer.
- x. Music: No publicly audible music will be allowed on campus during normal work/classroom hours.
- xi. Illegal Drugs and Alcohol: No alcoholic beverages or illegal drugs shall be brought on TSTC property at any time. Any workmen under the influence of either illegal drugs or alcohol or smelling of alcohol shall be permanently removed from the property by the Proposer.
- xii. Firearms/Weapons: Pursuant to Section 30.07 Penal Code, A person licensed under Subchapter H, Chapter 411, Government Code, may not enter any TSTC premises with a gun that is carried openly.

### **2.3 Contract Administration**

All questions shall be routed to the TSTC project/contract manager throughout duration of work:

Project/Contract Manager for this project is:

Ray Fried  
Office: 325.235.7302  
Email: [ray.fried@tstc.edu](mailto:ray.fried@tstc.edu)

### **2.4 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.

### **SECTION 3: PROPOSAL REQUIREMENTS**

The Proposal must be organized in sections and divided by tabs in the following format and contain the following information. Proposers should note that elaborate or unnecessary voluminous proposals are not desired. All forms must be completed, signed, and returned as part of the submitted Proposal.

#### **3.1 (TAB 1) - Execution of Offer**

The Execution of Offer (Form A, Section 5) should be the first page of your Proposal. This form must be signed by a person authorized to sign for the Proposer.

#### **3.2 Proposal Criteria (Each section should be in a separate tab)**

##### **(TAB 1) - Firm's Interest – Provide: Cover Letter**

- A. Provide Company's interest in the project
- B. Company Characteristics, Resources, Capabilities

##### **(TAB 2) - Firm's Overview and Stability**

- A. Provide the annual volume of work that your company has completed in the past four years
- B. Company's number of years in business
- C. Address and location of offices that will be assigned to the projects
- D. Contact information for the Primary Contact concerning Respondent's proposal.
- E. Describe firm's involvement, if any, in litigation with Owners, Consultants, or Architect/Engineer firms as the plaintiff, defendant and consultant.

**(TAB 3) - Quality and qualifications of the proposed Project Team, including demonstrated ability to function as a member of a high performance team and to successfully assist the team in delivering the project on time and within budget**

- A. Specifically check which of the following campuses your organization is capable of providing IDIQ services for. Exclude any campus locations that do not fit your Company's geographic area.

- Waco
- Red Oak
- Marshall
- Ft. Bend
- Harlingen
- Hutto
- Abilene
- Sweetwater
- Brownwood
- Breckenridge

- B. Provide office location(s) and identify which campus will be managed by which office location.
- C. Identify the key professionals that will be involved in indefinite quantity indefinite delivery for these services and their likely roles. Specifically name the person who will support the oversight efforts for each of the TSTC campus locations if applicable.
- D. Provide resumes of the CMA team who will likely be assigned to IDIQ projects.
- E. Provide at least three reference letters and current contact information.

**(TAB 4) - Firm's and individuals' experience at successfully delivering Construction Manager Agent services**

- A. List three (3) projects for which you have provided indefinite quantity indefinite delivery that are most closely related to the potential scope of work and duties listed.
- B. Include the following information:
  - a. Project name, location, and current contact information
  - b. Contract delivery method
  - c. Narrative of project scope
  - d. Construction costs
  - e. Design schedule and construction schedule. Was the design and construction schedule completed on time
  - f. List the CMA team member for each project and their role

**(TAB 5) – Firm's approach to designing IDIQ projects**

- A. Describe your companies approach to delivering IDIQ services
- B. List experience with TSTC or other institutions of higher education

**3.3 All Required Forms (Each form should be in a separate tab)**

- Form A: Execution of Offer [MUST BE SIGNED FOR RESPONSE TO BE ACCEPTED]
- Form B: Deviation/Compliance Signature Form
- Form C: Non-Collusion Statement
- Form D: References
- Form E: Inter-local Agreement
- Form F: Conflict of Interest
- Form G: Non Bid Response [Optional]

## SECTION 4: EVALUATION

Proposer is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) services to TSTC, (2) total overall cost to TSTC, and (3) expertise. Proposers 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 proposer will be based on the information provided by Proposer in submitted 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.

Threshold Criteria Not Scored:

- Ability of TSTC to comply with laws regarding Historically Underutilized Businesses; and
- Ability of TSTC to comply with laws regarding purchases from persons with disabilities

Criteria to be Evaluated		Points
Criteria One:	Firm's Interest	15
Criteria Two:	Firm's Overview and Stability	15
Criteria Three:	Quality and Qualifications – including demonstrated ability to function as a member of a high performance team and to successfully assist the team in delivering the project on time and within budget	30
Criteria Four:	Firm's and individuals experience at successfully delivering Construction Manager services	20
Criteria Five:	Firm's approach to designing IDIQ projects	10
Criteria Six:	Quality and comprehensiveness of the entire Proposal submission	10

Proposers shall carefully read the information contained in Section 4.1 and submit a complete statement of Proposals to all questions in Section 3.2. Incomplete Proposals will be considered non-responsive and subject to rejection.

#### **4.1 CRITERIA**

TSTC may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. TSTC may first attempt to negotiate a contract with the selected proposer. TSTC may discuss with the selected proposer 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 proposer, TSTC may formally end negotiations with that proposer and proceed to the next “best value” proposer in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTC is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to TSTC overall, as determined by TSTC.

##### **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 RFQ.
- 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.
- 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 photos of equipment, 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;
- 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 RFQ or request for proposals.

## **SECTION 6: FORMS AND ATTACHMENTS**

- FORM A: EXECUTION OF OFFER [MUST BE SIGNED FOR RESPONSE TO BE ACCEPTED]
- FORM B: DEVIATION/COMPLIANCE SIGNATURE FORM
- FORM C: NON-COLLUSION STATEMENT
- FORM D: REFERENCES
- FORM E: INTERLOCAL AGREEMENT
- FORM F: CONFLICT OF INTEREST
- FORM G: NON BID RESPONSE [OPTIONAL]
- ATTACHMENT A: HUB SUB-CONTRACTING PLAN
- ATTACHMENT B: SAMPLE CONTRACT
- ATTACHMENT C: STATE MAP

## FORMS

TSTC Requires that the Respondent complete and return the following forms as part of their proposal.

- FORM A: EXECUTION OF OFFER  
<https://drive.google.com/a/tstc.edu/file/d/1-UJkKtkYg9iq6nPcEqG2BehueicNtvku/view?usp=sharing>
- FORM B: DEVIATION/COMPLIANCE SIGNATURE FORM  
<https://drive.google.com/a/tstc.edu/file/d/1-WxAWWAgz4MwsPirEr5JNljQIrxaoQEh/view?usp=sharing>
- FORM C: NON-COLLUSION STATEMENT  
[https://drive.google.com/a/tstc.edu/file/d/1-YRfnE-io4fwGGc4uxuQGF\\_mlhkm\\_YKd/view?usp=sharing](https://drive.google.com/a/tstc.edu/file/d/1-YRfnE-io4fwGGc4uxuQGF_mlhkm_YKd/view?usp=sharing)
- FORM D: REFERENCES  
<https://drive.google.com/a/tstc.edu/file/d/1-hkkeFTrZnQ0VqTKzNXW1m2hU3anw1Ve/view?usp=sharing>
- FORM E: INTERLOCAL AGREEMENT CLAUSE  
<https://drive.google.com/a/tstc.edu/file/d/1-iSukTdfsLfBudN3bApB0W37JWmrN3rr/view?usp=sharing>
- FORM G: CONFLICT OF INTEREST  
<https://drive.google.com/a/tstc.edu/file/d/1gA4fLflw76O4jYgKRpT6vFzVwM-0PoB/view?usp=sharing>
- FORM H: NO BID RESPONSE (OPTIONAL)  
[https://drive.google.com/a/tstc.edu/file/d/1-ic7Duh8I2I8Danun\\_sQ6FQY5bix5mr3/view?usp=sharing](https://drive.google.com/a/tstc.edu/file/d/1-ic7Duh8I2I8Danun_sQ6FQY5bix5mr3/view?usp=sharing)

## ATTACHMENTS

- ATTACHMENT A: HUB SUBCONTRACTING PLAN

The HUB Subcontracting Plan is not required to be submitted for the RFQ process. If your firm is qualified and selected as a Construction Manager Agent for a project, a HUB Subcontracting Plan must then be submitted for that project.

[https://drive.google.com/a/tstc.edu/file/d/16PAaale7wTdYfoPq3987b7RHdizqh\\_z3/view?usp=sharing](https://drive.google.com/a/tstc.edu/file/d/16PAaale7wTdYfoPq3987b7RHdizqh_z3/view?usp=sharing)

- ATTACHMENT B: SAMPLE CONTRACT

<https://drive.google.com/a/tstc.edu/file/d/1-kaXSXtO3BVU9idpvpac7gG4AhPn1kiT/view?usp=sharing>

- ATTACHMENT C: STATE MAP

[https://drive.google.com/a/tstc.edu/file/d/1-DEI4sg8hbjdtBi-mYno\\_ARTBuQ6nhM-/view?usp=sharing](https://drive.google.com/a/tstc.edu/file/d/1-DEI4sg8hbjdtBi-mYno_ARTBuQ6nhM-/view?usp=sharing)