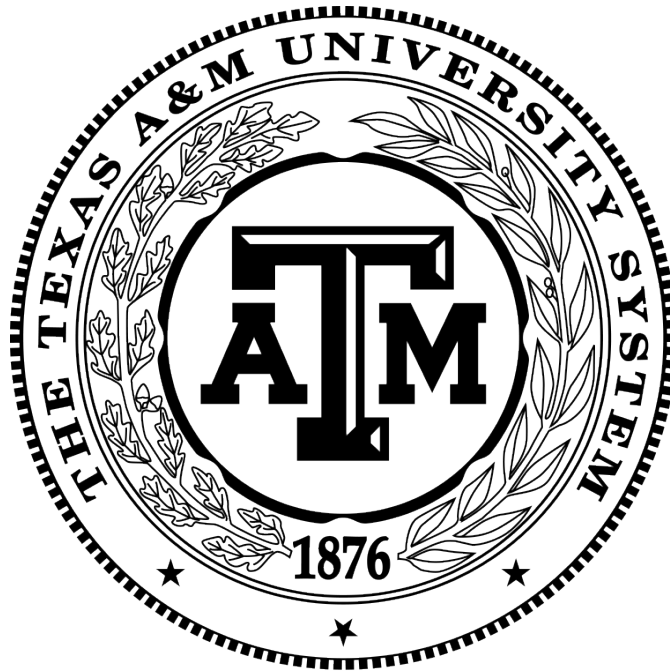


**REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGER AT RISK SERVICES**

AgriLife Vernon Campus Storm Repairs

Texas A&M AgriLife
Vernon, Texas
Project No. 06-3407



DEADLINE FOR SUBMITTAL:
2pm, Tuesday, January 10, 2023

OFFICE OF FACILITIES PLANNING & CONSTRUCTION
THE TEXAS A&M UNIVERSITY SYSTEM
COLLEGE STATION, TEXAS

TABLE OF CONTENTS

Section 1 Notice to Respondents

- 1.1 General Information
- 1.2 Public Information Statement
- 1.3 Type of Contract
- 1.4 Clarifications and Interpretations
- 1.5 Submittal Deadline
- 1.6 Contact
- 1.7 Respondent's Acceptance of Evaluation Methodology
- 1.8 Definitions
- 1.9 Direction and Management
- 1.10 Obligations of Parties
- 1.11 Completeness of Proposal
- 1.12 Withdrawal or Modification
- 1.13 Ownership of Proposals
- 1.14 Validity Period
- 1.15 General Conditions
- 1.16 HUB Subcontracting Plan (HSP) Submittal Requirements

Section 2 Executive Summary

- 2.1 Scope of Work
- 2.2 Project Delivery
- 2.3 Tentative Schedule of Actions
- 2.4 Preparation and Submittal Instructions

Section 3 Proposal Requirements

- 3.1 Respondent's Ability to Provide Construction Management Services
- 3.2 Qualifications of Construction Manager at Risk Team
- 3.3 Respondent's Past Performance on Representative CMAR Projects
- 3.4 Respondent's Ability to Establish and Control Costs
- 3.5 Respondent's Ability to Meet Schedules
- 3.6 Respondent's Ability to Manage Construction Safety and Quality
- 3.7 Respondent's Knowledge of Current Construction Technologies & Best Practices
- 3.8 Respondent's Pricing and Project Delivery Proposal
- 3.9 Respondent's Compliance Certification

Section 4 Proposal Format

- 4.1 Content
- 4.2 Additional Information
- 4.3 Table of Contents
- 4.4 Divider Tabs
- 4.5 Pagination

Section 5 Attachments

- A Construction Manager at Risk Agreement
- B Uniform General Conditions
- C Special Conditions/Wage Rates
- D Division 1 Specifications
- E Program of Requirements

NOTICE TO RESPONDENTS

1.1 General Information

The Texas A&M University System Office of Facilities Planning & Construction (FP&C) is accepting proposals for the selection process to enter into a contract with a Construction Manager at Risk (CMAR) firm to provide pre-construction services such as constructability guidance, cost estimates, and construction schedules; provide a Guaranteed Maximum Price (GMP); and perform complete construction services consistent with the CMAR construction delivery process as utilized by The Texas A&M System for the AgriLife Vernon Campus Storm Repairs at Texas A&M AgriLife, Vernon, Texas. This document provides information for interested parties to prepare and submit a response to the Request for Proposal (RFP) for consideration by FP&C and the A&M System.

This RFP is the one-step process for selecting a CMAR firm for the Project as provided by Texas Education Code 51.782(e). The RFP provides the information necessary to prepare and submit Proposals including fee proposals and general conditions prices. The Owner will rank the Respondents in the order that they provide the “best value” for the Owner based on the published selection criteria and on the ranking evaluations. Interviews of CMAR firms may follow at the Owner’s option.

1.2 Public Information Statement

The Owner considers all information, documentation and other material submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is executed. Respondents are hereby notified that the Owner adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

Information in any tangible form which is submitted by respondents will be treated as confidential until such time as a contract is executed. After that time, the information may be disclosed to requestors under the Texas Public Information Act, Chapter 552, Texas Government Code. If a respondent believes all or a portion of the information submitted is proprietary and confidential and should therefore be exempt from disclosure, they must clearly designate the specific item(s) as proprietary and confidential and the proper statutory citation must be provided in each instance.

Further, Respondents are hereby notified that the Owner will be required to post any resultant contract from this RFP on the Internet website of Owner pursuant to Texas Government Code, Section 2261.253 (a)(1).

1.3 Type of Contract

Any contract resulting from this solicitation will be in the form of the Owner's Standard CMAR Agreement (Attachment A – Construction Manager at Risk Agreement).

1.4 Clarifications and Interpretations

Respondents are required to restrict all contact and questions regarding this RFP to the named individual listed in Section 1.6 of this RFP.

Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by the Owner as an addendum. All such addenda issued by the Owner before the Proposals are due are part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Proposal.

Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied upon in preparing the Proposal.

1.5 Submittal Deadline

FP&C will accept proposals uploaded to e-Builder until 2pm, Tuesday, January 10, 2023.

Upload one (1) copy of the Proposal and one (1) copy of the HUB Participation and/or HUB Subcontracting Plan as separate files in "pdf" format. An original signature must appear on the Compliance Certification (ref. Section 3).

After evaluation of the HUB Achievement Plan and /or HUB Subcontracting Plan and Section 3.9 - Respondent's Compliance Certification, Section 3.8 - Respondent's Pricing and Project Delivery Proposal will be publicly opened and the names of the respondents and the monetary proposals read aloud at 3pm, Tuesday, January 10, 2023 in The Texas A&M University System Building, Room 122, 301 Tarrow Street, College Station, TX 77840.

It is the complete responsibility of the Respondent to ensure that submittals are received by the submittal deadline. E-Builder will not allow uploads after the deadline.

1.6 Contact

Any questions regarding this Request for Proposals shall be directed to:

David Wilkinson
The Texas A&M University System
Office of Facilities Planning & Construction
301 Tarrow Street, 2nd Floor
College Station, Texas 77840-7896
Phone: (979) 458-7043
e-mail: dwilkinson@tamus.edu

1.7 Respondent's Acceptance of Evaluation Methodology

Submission of a Proposal indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the Owner during the evaluation process.

1.8 Definitions

As used in this RFP, the terms have the meanings set forth below:

“Construction Manager at Risk (CMAR) Services” means a single contract with a construction firm to complete the construction of the facility.

“Contractor” means the individual, corporation, company, partnership, firm or other organization that has contracted to perform the Work under a CMAR Services with the Owner.

“Owner” shall mean The Board of Regents of The Texas A&M University System or its designated representative which is Facilities Planning & Construction (FP&C).

1.9 Direction and Management

The work of this project is under the direction and management of the Texas A&M University System Office of Facilities Planning & Construction with offices in College Station, Texas.

1.10 Obligations of Parties

Respondent understands and acknowledges by submitting a Proposal that the Proposal presented is based on assumed requirements for the proposed project; and, that the Owner has made no written or oral representations that any such assumed requirements are endorsed or accepted should a contract arise from the presented Proposal.

Furthermore, Respondent understands and acknowledges by submitting a Proposal that any and all costs incurred by the Respondent as a result of the Respondent's efforts to participate in this selection process shall be at the sole risk and obligation of the Respondent.

The Owner will not provide compensation to Respondents for any expenses incurred for proposal preparation or for any presentations made.

The Owner makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the Owner's best interest. Representations made within the Proposal response will be binding on responding firms.

1.11 Completeness of Proposal

Respondent should carefully read the information contained herein, and the Program of Requirements document. It is the responsibility of the Respondent to submit a complete response to all requirements and questions.

Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification at the option of the Owner.

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of the RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

Failure to comply with the requirements contained in this RFP may cause rejection of the Proposal.

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

1.12 Withdrawal or Modification

A Proposal may be withdrawn and resubmitted any time prior to the time set for receipt of Proposals. No Proposal may be changed, amended, or modified after the submittal deadline. No Proposal may be withdrawn after the submittal deadline without approval by the Owner which shall be based on Respondent's written request stating reasons for withdrawing the proposal that are acceptable, in the Owner's opinion.

1.13 Ownership of Proposals

Proposals and any other information submitted by Respondents shall become the property of The Texas A&M System (the Owner); however, the Owner may return all other Proposal information once a contract award is made.

1.14 Validity Period

Proposals are to be valid for the Owner's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation and selection. A Proposal, if accepted, shall remain valid for the life of the Contracts resulting from this selection process.

1.15 General Conditions

By signing and submitting a Proposal, Respondent certifies that any attached or referenced conditions or documents are applicable to this procurement only to the extent that they do not conflict with the statutes or Administrative Code of the State of Texas, or the advertised contract conditions, and that they do not impose additional requirements on the Owner. Respondent further certifies that the submission of a Proposal is Respondent's good faith intent to contract with the Owner as specified herein and that

such intent to contract is not contingent upon the Owner's acceptance or execution of any such attached or referenced conditions, or other documents.

1.16 Historically Underutilized Businesses' Submittal Requirements

It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in its prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in A&M System contracting and purchasing, and to support the development of meaningful relationships with State of Texas HUB vendors.

HUB Achievement (HUBA) Plan

All Respondents. Each Respondent is required to submit a HUB Achievement Plan ("HUBA Plan") with this proposal submission that details the bid package development strategy, solicitation procedures, communication measures, outreach methods, and relationship development practices which will be applied to achieve, at a minimum, the **26% HUB utilization goal** for this project.

Failure to submit a comprehensive, acceptable HUBA Plan will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the response.

The HUBA Plan shall include, at a minimum, the following:

- Whether the Respondent is a certified as a HUB in the State of Texas.
- Whether the Respondent commits to achieve, at a minimum, the stated A&M System goal of **26% HUB utilization for building construction**.
- The name and title/role for the primary point of contact during the project for all HUB-related inquiries.
- A detailed, project-specific plan to achieve, at a minimum, the **26% HUB utilization goal**, which shall include, at a minimum:
 - the proposed team's methodology to meet or exceed the utilization goal,
 - milestone tasks in chronological order,
 - the name of the individual responsible for each task (if different from point of contact listed above),
 - anticipated challenges towards exceeding the utilization goal, and
 - proposed solutions to each anticipated challenge listed.

Note: This will be a topic for discussion if selected for an interview.

- A detailed list of at least two recent (within the last five years) projects on which the Respondent met or exceeded the **HUB** utilization goal, and for which buyout has been completed, including, at a minimum, the following for each:
 - the HUB utilization goal,
 - the HUB utilization (%) achieved, and
 - the steps taken to achieve the utilization goal.

*Note: The A&M System is governed by the State of Texas HUB Program. Example projects completed for agencies and institutions which required the participation of **State of Texas HUB vendors** are preferred. Projects that do not demonstrate a HUB goal (i.e. MBE goals, Small business goals, etc.) differ, and may be included only if none with HUB utilization goals exist.*

- A sample solicitation notice which complies with the requirements as stated in State of Texas HUB Subcontracting Plan (HSP) form* Section B-3, and includes, at a minimum:
 - the scope(s) of work being solicited,
 - a location(s) to review plans and specifications,
 - bonding and insurance requirements, and
 - a contact person.
- An explanation of how existing relationships with HUB vendors, HUB-focused organizations, and companies doing business with HUB vendors will be activated to successfully achieve, at a minimum, the **26% HUB utilization goal**.
- A list of the trade organizations or development centers that will be contacted during pre-construction for this project and a point of contact, for reference. A recommended list can be found at the following site: <https://www.tamus.edu/business/hub-procurement/hub-programs/>.

**The A&M System HUB Subcontracting Plan (HSP) form includes the A&M System's goals (which differ from the State of Texas goals) and is available on the following website: <https://www.tamus.edu/business/hub-procurement/hub-programs/>.*

Pre-construction Services

If the Respondent will self-perform pre-construction services, the Respondent shall complete a signed State of Texas HSP form* by providing an explanation of how the entire scope of pre-construction services will be performed with its own employees, supplies, materials and/or equipment in Section 3 of the HSP form.

If the Respondent will subcontract any portion of the pre-construction scope, the Respondent shall complete a signed State of Texas HSP form* by providing verification of good faith effort in accordance with the requirements as stated in the State of Texas HSP form* Method B and shall endeavor to achieve, at a minimum, the stated HUB utilization goal for the applicable procurement category (**Building Construction – 26%**).

If the Respondent will subcontract any portion of the pre-construction scope and fails to submit a State of Texas HSP form* which meets the requirements, this will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the response.

If the Respondent will team with any company during the pre-construction phase, the Respondent shall explain the nature of the business relationship, including:

- the number of times the Respondent and the teamed firm have teamed prior to this project,
- the delegation of responsibilities between each firm on this project, and
- the plan of communication between the Respondent, the teamed firm, and A&M System HUB Program team throughout the pre-construction phase of the project.

**The A&M System HSP form, which includes the A&M System's goals (which differ from the State of Texas goals), is available on the following website: <https://www.tamus.edu/business/hub-procurement/hub-programs/>.*

Contractor Buyout Requirements

Awarded Respondent Only. Each contractor buyout (“CBO”) package **must** include a completed State of Texas HSP form* with Method B Attachment submitted in eBuilder for review prior to approval. **Note: Method B is required for all CBO packages.** The awarded Respondent must include approved supporting documentation (date-stamped email log) which verifies the information stated in all sections of the Method B Attachment. Additional information and direction will be provided to the awarded Respondent upon execution of an agreement.

**The A&M System HSP form, which includes the A&M System's goals (which differ from the State of Texas goals), is available on the following website: <https://www.tamus.edu/business/hub-procurement/hub-programs/>.*

HUB Program Office

For additional information regarding The Texas A&M University System HUB Program and requirements, please contact Ms. Porschia Tolbert, Director, HUB Program, soprocurement@tamus.edu, (979) 458-3265. All Respondents are encouraged to submit a draft HUBA Plan and questions to the email address listed herein for review **at least three business days prior** to the due date for the CMAR Request for Proposals.

EXECUTIVE SUMMARY

2.1 Scope of Work

Renovate or replace multiple structures on the campus including the AgriLife Research and Extension Main Headquarters Building, chemical storage building, multiple greenhouses, seed storage facility and other metal buildings.

The Planning Amount for this project is \$14,000,000. The Planning Amount includes an Amount Available for Construction Contract (AACC) of \$11,518,752. Fees, furnishings, other work, miscellaneous expenses, and contingencies make up the balance of the Planning Amount.

The approved Program of Requirements is attached to this proposal for reference (Attachment E – Program of Requirements).

2.2 Project Delivery

The completion date for construction is anticipated to be no later than 05.31.2024. Please see attached Program of Requirements or project schedule for anticipated deadlines.

2.3 Tentative Schedule of Actions

Proposal Submittal Deadline	01.10.2023
Announce Short Listed Firms	01.17.2023
Interviews for CMAR	01.24.2023
Announce Selected CMAR Firm	02.07.2023

2.4 Preparation and Submittal Instructions

Respondents must complete, sign and return Section 3 (3.1 through 3.9) as part of its Proposal response. Failure to sign and return these forms may cause the Proposal to be rejected.

PROPOSAL REQUIREMENTS

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

The Respondent selected to be the CMAR will be the firm whose experience, qualifications, and proposed fees, as presented in response to this RFP, establish it, in the opinion of the Owner, as offering the overall best value to the A&M System.

The criteria for evaluation of proposals, and selection of the successful respondent, will be based on the following criteria:

3.1 Criteria One: Respondent's Ability to Provide Construction Manager Services

- 3.1.1 Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- 3.1.2 Provide a statement of interest along with the respondent's unique qualifications as they pertain to the work of this project.
- 3.1.3 Provide the following information on your company:
 - Organization type: corporation, partnership, sole proprietorship or joint venture
 - If, corporation identify state of incorporation
 - Year the firm was established
 - Volume of work completed in Texas over last 5 years (through 12/31)
 - Volume of work completed nationally over last 5 years (through 12/31)
- 3.1.4 Identify the total number and dollar amount of contracts you currently have in progress.
- 3.1.5 Identify the percent of work and trades you normally perform with your own forces.
- 3.1.6 Identify if the company is currently for sale or involved in any transaction to expand or to be acquired by another business entity? If yes, please explain the impact to organization and management efforts.
- 3.1.7 Provide details of any past or pending litigation, or claims filed, against your company that may affect your performance under an Agreement with the Owner.
- 3.1.8 Identify if your company has ever defaulted, failed to complete any work or otherwise been discharged prior to completion of the project? If yes, stipulate when, where and why.

- 3.1.9 Identify if your company has ever paid liquidated damages or a penalty for failure to complete a contract on time. If yes, stipulate for which project, when and why.
- 3.1.10 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.

3.2 Criteria Two: Qualifications of Construction Manager at Risk Team

- 3.2.1 Describe your management philosophy for the Construction Manager at Risk construction delivery method
- 3.2.2 Describe your construction management and execution plan for providing Pre-Construction Services for this Project.
- 3.2.3 Attach your Project Organization Chart for your complete team and resumes of key individuals that will be assigned to this project for Pre-Construction Services and Construction Services for your firm. (See Attachment C - Special Conditions, for minimum on-site construction team). Include personal references with phone numbers for each. Confirm in graphic form the lines of authority and communication, and the estimated percent of time these individuals will be involved in this project for Pre-Construction Services.

3.3 Criteria Three: Respondent's Past Performance on Representative CMAR Projects

- 3.3.1 Identify and describe the proposed team's past experience for providing Construction Manager at Risk services that are most related to this project within the last five (5) years. List the projects in order of priority with the most relevant project listed first. Provide the following information for each project listed:
- Project name, location and description
 - Color image of project
 - Original and Final construction cost
 - Percentage or dollar amount of self-performed work
 - HUB Goal and actual percentage achieved
 - Final project gross square foot
 - Notice to Proceed and Substantial Completion dates
 - Name of your Project Manager and Project Superintendent
 - Names of Mechanical, Plumbing and Electrical Subcontractors
 - Name and contact information for Owner representative
 - Name and contact information for Architect/Engineer

3.4 Criteria Four: Respondent's Ability to Establish and Control Costs

- 3.4.1 Describe your fiduciary responsibility as a CMAR using GMP contracts for publicly funded projects.

- 3.4.2 Describe your cost estimating methods. From any of three (3) projects listed in response to this RFP, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.
- 3.4.3 The Owner intends to accept a Guaranteed Maximum Price prior to commencement of Construction Documents. Describe 1) Your process for ensuring that the Design Documents provide the information necessary to arrive at a complete GMP, including all Owner requirements with reasonable contingencies, and 2) Your process for subsequently ensuring that the 100% Construction Documents align with the project scope in the previously accepted GMP proposal documents.

3.5 Criteria Five: Respondent's Ability to Meet Schedules

- 3.5.1 Describe how you will develop, maintain and update the project schedule during design and construction.
- 3.5.2 Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to this RFP, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.
- 3.5.3 Provide a sample Work Progress Schedule (bar chart acceptable) for all phases of this project including pre-construction services and milestones as they may be understood at this time. Should no overall program or schedule be included in this RFP provide a sample from a similar project your firm has recently been involved with.
- 3.5.4 Describe your experience with CPM scheduling. From any of three (3) of the projects listed in response to this RFP, provide a sample of the monthly schedule reports, including identified milestones, assignment of float and schedule recovery plans.

3.6 Criteria Six: Respondent's Ability to Manage Construction Safety and Quality

- 3.6.1 Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's Safety program.
- 3.6.2 Identify the firm's Experience Modification Rate (EMR) for the five (5) most recent annual insurance-year ratings
- 3.6.3 Identify the firm's annual OSHA Recordable Incident Rate (RIR) for all work performed during the past five (5) calendar years.
- 3.6.4 Identify the firm's annual OSHA Days Away From Work Incident Rates (DAFW) for all work performed during the past five (5) calendar years.

- 3.6.5 List any OSHA reports/citations your firm has been issued during the last five (5) years and final outcome of each
- 3.6.6 Describe your quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from any three (3) projects listed in response to 3.3 above.

3.7 Criteria Seven: Respondent's Knowledge of Current Construction Technologies and Best Practices

- 3.7.1 Describe what you perceive are the critical pre-construction issues for this project. Identify any difficulties or unique challenges that you anticipate in the CMAR process for this project. How does this team intend to manage and resolve these issues? What assistance will you require from the Owner?
- 3.7.2 Describe your procedures, objectives, and personnel responsible for reviewing design and construction documents and for providing feedback regarding cost, schedule, and constructability to the A/E and the Owner on this project.
- 3.7.3 Describe your experience utilizing building information modeling processes and tools on other similar projects.
- 3.7.4 Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.
- 3.7.5 Describe your Bid/Proposal package strategy for completion of the Construction Documents and for procuring Cost of the Work subcontractors, vendors, suppliers, etc.
- 3.7.6 Describe your process for attracting qualified and experienced mechanical, electrical, and plumbing subcontractors to submit proposals for this project.

3.8 Criteria Eight: Respondent's Pricing and Project Delivery Proposal

This section must be completed utilizing the e-Builder Bid Portal along with uploading a proposal document and HUB Participation Plan. Failure to do so will result in the rejection of your proposal.

Proposal of: _____
(Company Name)

To: The Texas A&M University System

Ref.:
Texas A&M AgriLife
Vernon, Texas
Project No. 06-3407

Having carefully examined all of the requirements of this RFP and any attachments thereto, the undersigned proposes to furnish CMAR services as required at the terms stated herein.

Pricing Schedule and Costing Methodologies

Include all fees and costs of the Contractor associated with the Pre-Construction Phase and Construction Phase Services for this project. Identify fee and costs based upon the AACC as stated in the Program of Requirements or the Scope of Work listed in Section 2.1 of this RFP.

PART 1, PRE-CONSTRUCTION PHASE FEE

Contractor's fee for the Construction Contractor's Participation in the Pre-Construction Phase (Includes All Design Phases) **Enter your number online**

PART 2, CONSTRUCTION PHASE FEE

- A. For Construction Phase Services, based on the anticipated GMP established at the time of this Agreement, Owner shall pay Contractor a stipulated Construction Phase Fee. **Enter your number online**
- B. If the Owner agrees to an increase or decrease in the GMP, the Construction Phase Fee shall be equitably adjusted.

PART 3, PARTIAL GENERAL CONDITIONS COSTS

- A. **Enter your answers online.** No Exceptions.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date received. Enter "0" if none received.

No. 1 _____ Date _____

No. 3 _____ Date _____

No. 2 _____ Date _____

No. 4 _____ Date _____

3.9 Respondent's Compliance Certification

This section must be completed, signed, and returned with Respondent's proposal. Failure to sign and return this section will result in the rejection of your proposal.

- 3.9.1 By signature hereon, Respondent offers and agrees to furnish all services to construct the project at the prices quoted and comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- 3.9.2 By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal. Failure to sign hereon, or signing a false statement, may void the proposal or any resulting contracts at the Owner's option, and the Respondent may be removed from all proposal lists at this Agency.
- 3.9.3 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 corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the Owner's option, may result in cancellation of any resulting contract.
- 3.9.4 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution 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 proposal made to any competitor or any other person engaged in such line of business.
- 3.9.5 By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this RFP are current, complete and accurate.
- 3.9.6 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 contract which may result from the submission of this proposal.
- 3.9.7 By signature hereon, Respondent certifies as follows:
- “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in any resulting contract, is not ineligible to receive payment and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate.”

“The vendor or applicant certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate.”

“Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture was selected based on demonstrated competence and qualifications only.”

- 3.9.8 By signature hereon, Respondent and each person signing on behalf of Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this RFP, or in the services to which this RFP relates, or in any of the profits, real or potential, thereof.
- 3.9.9 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.
- 3.9.10 Respondent represents and warrants that all services to be provided in response to this RFP will 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 as of the date of this solicitation.
- 3.9.11 By signature hereon, Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.9.12 Respondent certifies it does not and will not, during the performance of any resulting contract from this RFP, boycott Israel.
- 3.9.13 Respondent certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges that any Agreement resulting from this RFP may be terminated if this certification is inaccurate.
- 3.9.14 Respondent certifies that it or the individual named below is not involved in human trafficking. Respondent acknowledges that any Agreement resulting from this RFP may be terminated & payment withheld if this certification is inaccurate.
- 3.9.15 Respondent certifies that In accordance with Section 552.372 of the Texas Government Code, Respondent agrees to (1) preserve all contracting information related to the contract that may result from this solicitation as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Respondent on request of

the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to a contract that may result from this solicitation and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

- 3.9.16 Respondent is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of any resultant agreement.
- 3.9.17 Under Chapter 2274, Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), Respondent verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any resulting contract against a firearm entity or firearm trade association. Respondent acknowledges any resulting contract may be terminated and payment withheld if this verification is inaccurate. Note: This provision does not apply to: (1) contracts below \$100,000; (2) contracts with a sole-source provider; and (3) contracts with a non-profit entity, sole proprietorship, or a for-profit entity that has less than 10 full time employees.
- 3.9.18 Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 3.9.19 Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Owner.

Compliance Certification Signature:

Submitted By:

(Company Name)

(Authorized Signature)

(Printed Name/Title)

(Date)

(Email)

(Street Address)

(Mailing Address)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

PROPOSAL FORMAT

4.1 Content

Proposals shall consist of Responses (certifications, answers to questions, and information) to requirements and questions identified in Section 3 of this RFP. It is not necessary to repeat the question in your Response; however, it is essential that you reference the question number with your corresponding response. In cases where a question does not apply or if you are unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response) as appropriate.

4.2 Additional Information

Additional attachments shall not be included in the Response. 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.

4.3 Table of Contents

Include a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the Proposal as well as any separate attachments which should also be listed in the Table of Contents.

4.4 Divider Tabs

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

4.5 Pagination

All pages of the Proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.).