



## **Procurement Operations**

Request for Proposals  
(RFP)

Project Name: Bond Construction Manager at Risk Services

Project No. 14-04

Proposal Deadline: December 10, 2013 by 1:00 P.M. (local time)

# REQUEST FOR PROPOSALS

## TABLE OF CONTENTS

Cover Page	
Table of Contents	1
Request for Proposal Summary	2
Scope of Services	6
Instructions to Proposers	12
Proposal Evaluation Criteria	21
Additional Conditions	23
Exhibit 1 - HCC Construction Contract Insurance Requirements	28
Exhibit 2 – Sealed Price Proposal Form	30

**Forms to be completed and submitted with the Proposal, as appropriate.**

Attachment No. 1 Proposal/Contract Award Form
Attachment No. 2 Determination of Good Faith Effort Form
Attachment No. 3 Proposer's Certifications
Attachment No. 4 Conflict of Interest Questionnaire
Attachment No. 5 Financial Interests and Potential Conflicts of Interests
Attachment No. 6 Proposal Checklist

**Note: Attachments 1, 3, and 5 must be signed and notarized.**

**Sample Form Agreement and related exhibits (incorporated by reference)**

Construction Manager at Risk (CMR) Contract
Exhibit A – Uniform General Conditions
Exhibit B – Owner's Construction Project Division 1 Specifications
Exhibit C – Allowable General Conditions Line Items
Exhibit D – Guaranteed Maximum Price Proposal Form
Exhibit E – Payment and Performance Bond Forms
Exhibit F – Prevailing Wage Rate Schedule
Exhibit G – Constructability Implementation Program for Pre-Construction Services
Exhibit H – Schedule of Required Insurance Coverages
Exhibit I – Policy on Utilization of Small Business (SB) Program

**HOUSTON COMMUNITY COLLEGE**

**I. REQUEST FOR PROPOSALS - SUMMARY**

**Date: October 31, 2013**

**Project Title: Bond Construction Manager at Risk Services**

**Project No.: RFP 14-04**

**ISSUED BY:**

Houston Community College  
Procurement Operations Department  
3100 Main Street (11<sup>th</sup> Floor)  
Houston, Texas 77002

**SUBMIT INQUIRES TO:**

Name: Kerry Doucette  
Title: Procurement Supervisor  
Telephone: (713) 718-5014  
Fax: (713) 718-2113  
Email: [Kerry.Doucette@HCCS.edu](mailto:Kerry.Doucette@HCCS.edu) and  
[Severin.Zindler@HCCS.edu](mailto:Severin.Zindler@HCCS.edu)

**1. Project Overview:**

In connection with its CIP Bond Program, the Houston Community College and the Houston Community College System Public Facility Corporation, collectively, ("HCC") or ("College") is seeking proposals from qualified firms to provide Construction Manager-at-Risk ("CMR") Services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).

HCC intends to complete a one-step RFP in accordance with Section 2267 Subchapter E of the Texas Government Code. HCC shall recommend individual award(s) for each project, as illustrated in the Scope of Services, resulting from this Construction Manager-at-Risk Service RFP based on the best value for HCC, in accordance with the published evaluation criteria and as evidenced in the final ranking.

HCC will receive and publicly open all Sealed Proposals in accordance with the timelines set forth in this RFP. HCC reserves the right to adjust or amend the timelines as necessary.

The selected firms will be expected to perform the services in accordance with the Scope of Services and Specific Conditions set forth and in accordance with the requirements of this solicitation.

It is anticipated that HCC will recommend for award the best value proposer for each of the projects described in this RFP resulting from the evaluation process under this solicitation. Proposers shall submit a separate Sealed Price Proposal Form for each project for which Proposer wishes to be considered, and shall indicate on the space indicated on the Sealed Price Proposal Form whether Proposer (i) intends to compete for all projects with the goal of being awarded the project, if any, for which Proposer represents the best value to HCC, or (ii) intends to compete for multiple projects with the goal of being awarded multiple projects. Proposers who opt to compete for multiple projects with the goal of being awarded multiple projects are advised that HCC reserves the right, in its sole discretion, to decide whether a Proposer who competes for multiple projects has demonstrated that – if awarded multiple projects – the Proposer has the financial capability, available bonding capacity, available personnel, total insurance coverage and qualifications to adequately deliver multiple projects within the time and budget limitations of the CIP Bond Program, such that the award of multiple projects to a single Proposer would be in the overall best interest of HCC and its CIP Bond Program.

Information provided in response to the RFP is subject to the Texas Public Information Act and may be subject to public disclosure.

The anticipated schedule for this RFP and contract approval is as follows:

<u>RFP Issued:</u>	<u>October 31, 2013</u>
<u>Pre-Proposal Meeting:</u>	<u>November 18, 2013</u>
<u>Questions Submittal Due:</u>	<u>November 21, 2013</u>
<u>Answers Responded:</u>	<u>November 27, 2013</u>
<u>Proposal Due Date:</u>	<u>December 10, 2013</u>
<u>Projected Board Approval:</u>	<u>February 2014</u>

NOTE: The noted schedule is subject to change as deemed in the best interest of HCC.

**PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

**2. Award / Contract Approval:**

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by HCC Board of Trustees. Subsequent to Board approval, the only person authorized to commit HCC contractually is the Chancellor or designee. This solicitation is a request for sealed proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind HCC until such time as both HCC and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by HCC as set forth in the Scope of Work/Services and this RFP.

**3. Pre-Proposal Meeting:**     \_\_\_ Mandatory X Not mandatory \_\_\_ Not Applicable A pre-proposal meeting will be held in the **Procurement Operations Department, 3100 Main Street (2<sup>nd</sup> Floor Auditorium) Houston, Texas 77002 on November 18, 2013 at 10:00 AM (local time).**

**4. Proposal Due Date/Time:**

HCC will accept sealed proposals in original form to provide the required Construction Manager at Risk Services **until 1:00 PM (local time) on December 10, 2013.** Proposals will be received in the Procurement Operations Department, 3100 Main Street (11th Floor, Room 11A06), and Houston, Texas 77002.

**5. Document Submission:**

Interested firms shall submit to the address note below, **one (1) original printed** and **one (1) original electronic** copy of their RFP response documents. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copy should be in non-editable .PDF format and should include the entire submission. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances. Telephone, facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

Houston Community College  
Procurement Operations  
Attn: Kerry Doucette - Procurement Supervisor  
3100 Main Street (11th Floor, Room No. 11A06)  
Houston, Texas 77002  
Project Title: Bond Construction Manager at Risk Services  
Project Number: RFP 14-04

**Please complete and return the following documents in your RFP response package:**

Response to "Proposer Response" noted in Section IV
Attachment No. 1 Proposal/Contract Award Form
Attachment No. 2 Determination of Good Faith Effort Form
Attachment No. 3 Proposer's Certifications
Attachment No. 4 Conflict of Interest Questionnaire
Attachment No. 5 Financial Interests and Potential Conflicts of Interests
Attachment No. 6 Proposal Checklist

**Note: Attachments 1, 3, and 5 must be signed and notarized.**

**6. Contract Term:**

It is anticipated that the contract term will be through the successful completion of all requirements of the resulting contract and the governing terms and conditions of the contract.

**7. HCC Contact:**

Any questions or concerns regarding this Request for Proposal shall be directed to the above named HCC individuals. HCC specifically requests that Proposers restrict all contact and questions regarding this RFP to the above named individuals. **The above named individual must receive all questions or concerns no later than November 21, 2013 by 2:00 PM.**

**8. Inquiries and Interpretations:**

Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment) and all parties recorded by HCC as having received a copy of the RFP will be notified of the addendum; and all addenda will be posted on the HCC Website. www.hccs.edu. All such addenda issued by HCC prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such in the Sealed Price Proposal Form. Firms receiving this proposal other than directly from HCC are responsible for notifying HCC that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an amendment is issued.

Only those HCC replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Attachment No. 1 of this RFP (Proposal/Contract Award Form).

**9. Commitment:**

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for CMR Services and that HCC has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement.

**10. Acquisition from Other Sources:**

HCC reserves the right and may, from time to time as required by HCCs operational needs, acquire materials and services of equal type and kind from other sources during the term of the agreement without invalidating in whole or in part, the agreement or any rights or remedies HCC may have hereunder.

**11. Vendor Registration:**

The Houston Community College Procurement Operations Department has developed an online vendor application. This is designed to allow firms or individuals that are interested in doing business with HCC to register online and become part of our vendor database. Once registered, you will receive a password and personal login information that will allow you to modify your vendor information anytime a change

occurs with your company. You will have the flexibility to add or delete commodity lines, update phone numbers, and contact information, etc. This database will allow HCC to notify, via email, all companies that match the desired commodity criteria for procurement opportunities within Houston Community College. What a great way to never miss out on an HCC bid or proposal opportunity again.

Please take a moment to go to the Houston Community College Procurement Operations Department website and register as a vendor. The website address to access the vendor registration form is <https://hccs.sbcompliance.com/FrontEnd/VendorsIntroduction.asp>

If you do not have internet access, you are welcome to use a computer at any HCC library to access the website and register.

**A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITON OF CONTRACT AWARD.**

**12. Obligation and Waivers:**

**THIS RFP IS A SOLICITATION FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.**

**THIS REQUEST FOR PROPOSAL DOES NOT OBLIGATE HCC TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE PROPOSER IN THE PREPARATION AND SUBMITTAL OF A PROPOSAL.**

**HCC, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

**HCC RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL. HCC RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES AND/OR TECHNICALITIES IN THIS SOLICITATION, THE PROPOSAL DOCUMENTS AND /OR PROPOSALS RECEIVED OR SUBMITTED.**

**BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST HOUSTON COMMUNITY COLLEGE SYSTEM AND ITS TRUSTEES OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

**HCC RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.**

**HCC RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS INCLUDING SCOPE, STAFFING LEVELS, AND FEES WITH THE HIGHEST RANKED RESPONDER. IF AGREEMENT CANNOT BE REACHED WITH THE HIGHEST RANKED RESPONDER, HCC RESERVES THE RIGHT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED RESPONDER AND SO ON UNTIL AGREEMENT IS REACHED. WHEN AGREEMENT IS REACHED, HCC WILL SUBMIT ITS RECOMMENDATIONS TO THE BOARD OF TRUSTEES FOR APPROVAL AND AWARD OF THE CONTRACT.**

**HCC IS AN EQUAL OPPORTUNITY/EDUCATIONAL INSTITUTION, WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, DISABILITY, SEXUAL ORIENTATION, DISABILITY OR VETERAN STATUS.**

## II. SCOPE OF SERVICES

### Bond Construction Manager at Risk Services

#### Project No.: 14-04

#### A. General Overview

Houston Community College is one of the largest institutions of higher education in the country with more than 70,000 students each semester, including more international students (8%) than any community college in the country. With an inspiring vision, HCC will become an opportunity institution for every student we serve – essential to our community's success. To learn more about HCC visit our website at [hccs.edu](http://hccs.edu).

The Houston Community College 2013 Capital Improvement Program consists of fourteen (14) projects spread over 14 campuses in six (6) different colleges: Northwest (NW), Southwest (SW), Northeast (NE), Southeast (SE), Central, and Coleman. The \$425 million approved funds include approximately \$262 million in total construction costs (land acquisition, design fees, furniture, fixtures and equipment, and other costs make up the balance). It is expected that approximately 1,025,000 gross square feet (GSF) will be built with these funds.

While most projects are for new buildings, some campuses will have renovations to existing facilities. Most campuses own all property that is needed for construction; however, two new buildings are dependent on land acquisition before commencement (four campus budgets include land purchases for future use). Demolition of existing facilities is required on three campuses. New parking garages are included in two projects. If funds permit, one campus desires a garage above new instruction space in the program, and one would like additional floors built onto a relatively new parking structure.

A variety of instruction space will be constructed. Workforce programs are typically large, open laboratories for plumbing, HVAC, welding, machining, and other similar courses. Other specialty spaces included film and art studios, theaters and supporting spaces, cooking and mock restaurant areas for culinary courses, and high tech medical rooms for health career education. Science laboratories and standard classrooms will support the Science, Technology, Engineering, and Math (STEM) curriculum. Most buildings will include amenities such as a bookstore, student lounge, café, and student service offices, as well as, administrative offices and facility support.

Respondents are requested to review the brief description of the projects listed below and provide proposal responses in accordance with Section III.D, for all or any project(s) listed below that proposer is responding to. Respondent must use same Project identification label as shown when submitting qualifications for selected projects. Houston Community College reserves the right to award one or multiple contracts from the list below.

#### B. General Project Description

##### 1. Project A: NW Alief Campus

- **Description:** Partial renovation to an active instruction facility for film programs and Center for Entrepreneurship located at 2811 Hayes Rd., Houston, TX 77082 on approximately 22.16 acres. Finish-out portions of the 3rd and 4th floors (equaling 46,667 GSF) of the old existing Chevron building at Westheimer and Hayes Roads to create a new Center for Entrepreneurship and Film Program curriculum center. The project includes classrooms, art studios, a sound stage, dressing rooms, labs, post-production / foley stage, faculty and administrative offices and conference rooms.

- **Construction Budget:** \$7,011,376
- **Project Duration:**
  - Design Start: December 2013
  - Construction Start: October 2014
  - Construction End: September 2015

## 2. **Project B:** NW Eldridge (Westside) Campus

- **Description:** This is a completely new campus to the system and the focus of its 144,200 GSF facility is STEM classes located at Westheimer Rd. and Eldridge Pkway., Houston, TX 77082 on approximately 21.9 acres. The new Eldridge Campus is intended to be a state of the art science, technology and engineering showcase, using 21st Century School philosophies and interactive learning environments. The project includes group learning rooms, labs, 'maker space', computer rooms, IT support, K-12 and community engagement areas, allied health space, and a conference center.
- **Construction Budget:** \$36,108,588
- **Project Duration:**
  - Design Start: December 2013
  - Construction Start: May 2015
  - Construction End: August 2016

## 3. **Project C:** SW West Loop project

- **Description:** Construct a new parking garage with first floor student service spaces on an existing campus located at 5601 West Loop South, Houston, TX 77801 on approximately 16.2 acres. The structure includes storefront office space, classrooms, a multi-use classroom, and building support spaces. The roof shall house an outdoor sports deck and recreation space.
- **Construction Budget:** \$12,620,477
- **Project Duration:**
  - Design Start: December 2013
  - Construction Start: June 2014
  - Construction End: June 2015

## 4. **Project D:** SW Brays Oaks Campus

- **Description:** New campus to the system with 33,600 GSF of workforce and other courses located at West Belfort and Riceville Road, Houston TX 77031 on approximately 3.9 acres. Construct a new workforce center for continuing education to support a curriculum of short term training in GED, ESL and Allied Health programs. The new workforce facility will include labs, classrooms, administrative, student and faculty offices, testing, counseling, an electronic resource library, conference rooms, lounges and a server room.
- **Construction Budget:** \$8,413,652
- **Project Duration:**
  - Design Start: May 2014
  - Construction Start: May 2015
  - Construction End: May 2016

## 5. **Project E:** SW Stafford Campus

- **Description:** Existing campus, approximately 41.47 acres, that will receive a new workforce facility of 75,600 GSF. Construct a new Workforce facility on existing HCC property located at 10041 Cash Rd., Stafford, TX 77477. The project includes a Center for Manufacturing, Advanced Manufacturing, Drafting and Design Engineering, Cyber Security, and logistics; a lab space, lounges, administrative and faculty offices, conference rooms, storage and server rooms.
- **Construction Budget:** \$18,930,716



- **Project Duration:**
    - Design Start: January 2014
    - Construction Start: December 2014
    - Construction End: December 2015
- 6. Project F: SW Missouri City**
- **Description:** Existing campus, approximately 49.22 acres, that will receive a facility for health curriculum of 60,200 GSF located at 5855 Sienna Spring Way, Missouri City, TX 77459. Construct a new Center for Entrepreneurship, Technology and Health north of the existing Academy Center. The facility includes classrooms, labs, Healthcare Career Academy spaces (including mock patient exam rooms), exhibition space, a student lounge, a welcome center, faculty and administrative spaces, conference rooms (including a video teleconferencing room), server room, multipurpose rooms, security and facilities maintenance areas.
  - **Construction Budget:** \$15,074,459
  - **Project Duration:**
    - Design Start: December 2013
    - Construction Start: October 2014
    - Construction End: September 2015
- 7. Project G: SE Eastside (Southeast) Campus**
- **Description:** This project, located at 6815 Rustic Drive, Houston, TX 77087 on approximately 5.7 acres, will require demolition of a facility adjacent to its existing campus before construction of a 49,000 GSF workforce facility can commence. It is desired to add two levels to an existing parking garage, if the budget allows. The project includes acquisition of land adjacent to the existing campus and construction of a new instructional building. The new facility will include labs, professional offices, food service, a bookstore, classrooms, make-up rooms and a black box theater. The project may also include a bell tower and vertical expansion of an existing parking garage.
  - **Construction Budget:** \$12,269,909
  - **Project Duration:**
    - Design Start: June 2014
    - Construction Start: June 2015
    - Construction End: June 2016
- 8. Project H: SE Felix Fraga Campus**
- **Description:** Fraga Campus, located at 301 N. Drennan St., Houston, TX 77003 on 10.6 acres, will receive a 39,200 GSF new classroom building for STEM curriculum. Construct a new Science, Technology, Engineering and Math (STEM) Facility at the Felix Fraga site. The new STEM facility will include lab spaces, classroom spaces, a lecture hall, a bookstore, a library, faculty spaces, administrative spaces, and campus security.
  - **Construction Budget:** \$9,815,927
  - **Project Duration:**
    - Design Start: December 2013
    - Construction Start: October 2014
    - Construction End: September 2015
- 9. Project I: NE Northline Campus**
- **Description:** Northline Campus will have a 30,000 GSF new classroom building and parking garage on an existing campus located at 8001 Fulton Street, Houston, TX on approximately 16.4 acres. Construction of a new Instructional building and a parking garage that also houses a multi-use space. The new facilities will include classrooms, labs, an art studio, a

kinesiology/fitness & training center for Workforce programs, an auditorium/lecture hall, a food court, a child care center, administrative spaces, faculty spaces, and building support.

- **Construction Budget:** \$14,022,753
- **Project Duration:**
  - Design Start: December 2013
  - Construction Start: March 2015
  - Construction End: March 2016

#### **10. Project J: NE North Forest Workforce and Early College**

- **Description:** The North Forest project located at Little York Road and Homestead Road, Houston, TX 77016 on approximately 16 acres, will require demolition of existing buildings before a new workforce facility of 89,000 GSF is constructed. Construct both a new Workforce Facility Center of Excellence (COE) in Automotive Technology on a 22-25 acre site. The buildings include a center for manufacturing, technology, small business, development/incubator, center of engineering certification, an auditorium/ conference center, labs, classrooms, a childcare center, administrative offices, fitness facilities, a café, lounges, and faculty spaces.
- **Construction Budget:** \$20,611,797
- **Project Duration:**
  - Design Start: November 2013
  - Construction Start: January 2015
  - Construction End: January 2016

#### **11. Project K: NE Acres Homes campus**

- **Description:** New campus located at Little York Road and N. Shepherd Dr., Houston, TX 77091 on approximately 11.31 acres, that will require demolition of an existing facility before construction of a 30,100 GSF academic facility is started. Construct a Northeast College facility to serve as a CISCO Networking Academy, a Computer Science Networking and Healthcare training center. The building will contain a combination of classrooms, labs, administrative spaces, a construction trades lab, testing facilities, building support spaces, a coffee service area and a multimedia/performing arts space.
- **Construction Budget:** \$7,537,230
- **Project Duration:**
  - Design Start: November 2013
  - Construction Start: January 2015
  - Construction End: December 2015

#### **12. Project L: Central College Main Campus**

- **Description:** The Central Main Campus project located at Alabama Street and LaBranch, Houston, TX 77004 on approximately 0.8 acres, will include a new culinary facility and potential for a new parking garage and minor interior renovations to an existing building. Spaces include a cooking/baking lab, a dining room/bar, a dish room, storage/receiving, a rooftop herb garden, computer labs, classrooms, student lounge, locker rooms, faculty offices, conference rooms, and reception.
- **Construction Budget:** \$5,653,856
- **Project Duration:**
  - Design Start: January 2014
  - Construction Start: December 2014
  - Construction End: December 2015

**13. Project M: Central South Campus**

- **Description:** The Central South Campus located at 1990 Airport Boulevard, Houston, TX 77051 on approximately 15.5 acres will receive a new workforce facility of 68,600 GSF on the existing campus. The project includes labs, classrooms, bookstore, offices, consultation spaces, and instructional shop spaces. An additional HCC project to build a driving range and an HISD project to build athletic fields and facilities on the property will take place in 2014 by others.
- **Construction Budget:** \$17,177,872
- **Project Duration:**
  - Design Start: November 2013
  - Construction Start: October 2014
  - Construction End: October 2015

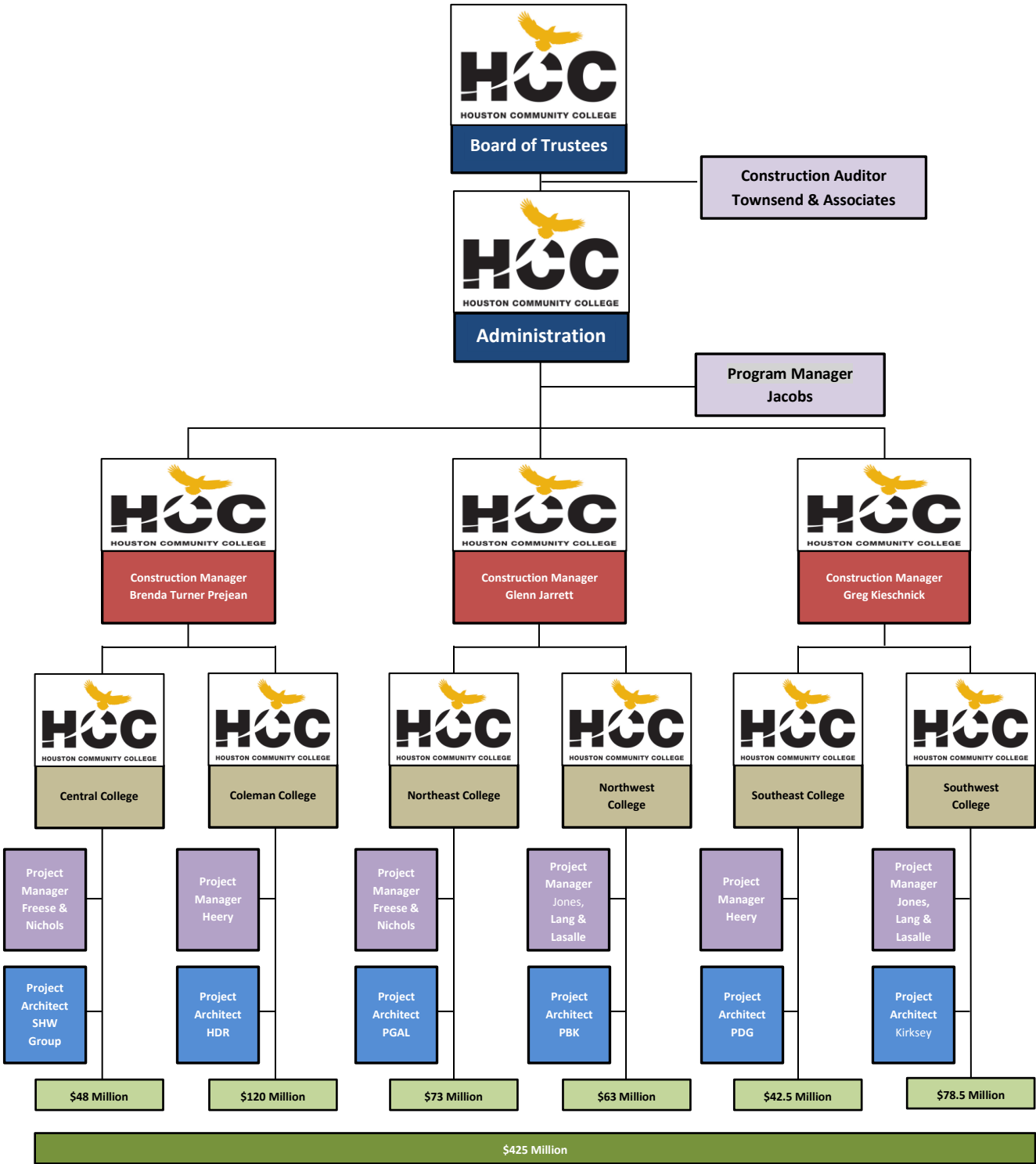
**14. Project N: Coleman Campus**

- **Description:** The Coleman Campus at the Texas Medical Center will construct a new facility with larger areas for current programs on approximately 1.25 acres, across the street from the existing building located in 1900 Pressler Street, Houston, TX 77030. There will be approximately 297,920 GSF of new classroom and clinical instruction space built. Construct a new building for a state of the art healthcare education facility. The facility will include lab spaces, classroom spaces, an auditorium/multipurpose room, student areas, faculty areas, reception, administrative offices, a bookstore, a food court, and a student services center.
- **Construction Budget:** \$74,601,044
- **Project Duration:**
  - Design Start: December 2013
  - Construction Start: May 2015
  - Construction End: October 2016

*Balance of page intentionally left blank.*

# HCC 2013 Capital Improvements Program Bond

## Organization Chart



## **IV. INSTRUCTIONS TO PROPOSERS**

### **A. General Instructions:**

1. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
2. Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of HCC.
3. HCC will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
4. 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 by HCC, at its option.
5. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of HCCs needs.
6. HCC 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 Agreement when deemed to be in HCCs best interest. Representations made within the proposal will be binding on responding firms. HCC will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
7. Firms wishing to submit a "No-Response" are requested to return the first page of the Proposal/Contact Award Form (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
8. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

### **B. Preparation and Submittal Instructions:**

Respondents must complete, sign, and return the attached **documents in your request for proposal package:**

Response to "Proposer Response" noted in Section III(D) below
Attachment No. 1 Proposal/Contract Award Form
Attachment No. 2 Determination of Good Faith Effort Form
Attachment No. 3 Proposer's Certifications
Attachment No. 4 Conflict of Interest Questionnaire
Attachment No. 5 Financial Interests and Potential Conflicts of Interests
Attachment No. 6 Proposal Checklist

**Note: Attachments 1, 3, and 5 must be signed and notarized.**

### **C. Document Format and Content:**

- 1) Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.

2) Responses to this RFP must include a response to the proposal requirements set forth below.

3) Page Size, Binders, Dividers, and Electronic Copy

Proposals must be on letter-size (8-1/2" x 11") paper, neatly typed on one side only with normal margins using no smaller than a 10 point font. HCC requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. An electronic copy of the proposal must be provided in an Adobe Acrobat (.pdf) format.

- 1) Table of Contents: Include with the proposal 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 separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- 2) Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc. through 50) Attachments should be numbered or referenced separately.
- 3) Proposal Responses: Proposals are **limited to 50 pages**; not including the Cover Letter, Resumes of Key Personnel, Attachments, copy of Safety Plan, copy of Hurricane Plan, copy of Firm's Financial Status documentation or Sealed Price Proposal Form(s).
- 4) Number of Copies: Interested firms shall submit **one (1) original printed** and **one (1) original electronic** copy of their RFP response documents listed in Section III above. Note: only one proposal submittal is required in response to this RFP, with the exception of the Sealed Price Proposal Form which requires a separate sealed proposal for each project being proposed. Separate Sealed Price Proposal Form packets are required for each project for which Proposer wishes to be considered. Proposer shall submit **one (1) original and one (1) original electronic** copy of each Sealed Price Proposal Form (including attachments) and one (1) copy of the Firms Financial Status in separate sealed envelopes. An original (manual) signature must appear on the original printed copy and must be reflected in the original electronic copy. The electronic copy should be in non-editable .PDF format and should include the entire submission. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances. Telephone, facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

Houston Community College  
Procurement Operations Department  
Attn: Kerry Doucette - Procurement Supervisor  
3100 Main Street (11th Floor) Houston, Texas 77002  
Project Title: Bond Construction Manager at Risk Services  
Project Number: RFP 14-04

a. The envelope containing a proposal shall be addressed as follows:

Name, Address and Telephone Number of Proposer;  
Project Description/Title;  
Project Number; and  
Proposal Due Date/Time.

- b. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- c. Telephone, facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

**D. Proposer Response**

General: Your RFP Response documents should clearly define (i) your Company's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Work/Services, (iv) your understanding of HCC, and (v) what differentiates you from your competitors. At a minimum, your RFP Response documents shall include the following:

**1.0 Completed Checklist:** As noted in Attachment No. 6 Proposal Checklist.

**1.1. Cover letter:** The cover letter shall not exceed 2 pages in length, summarizing key points in the proposal.

**1.2. Tab 1 – Firm's Profile and Overview** - Provide details as to the following:

Provide a brief description of your firm, the philosophy of the organization, include the total number of supervisory and supporting personnel qualified to provide the services described in this solicitation, and the number of years the firm has been engaged in providing similar services. Explain how your firm is organized and how its resources will be applied to HCC's work.

Provide a statement of interest for the project(s) including a narrative describing the Construction Manager firm's unique qualifications to provide the scope of services requested for each project for which Proposer is competing.

Provide a description and important statistics about the CMR's firm including:

- a. Background information about your firm and evidence that the firm is legally permitted or licensed to conduct business in the State of Texas for services offered.
- b. Size, history, years in business including date founded.
- c. Legal form of Business under which Proposer operates (i.e., corporation, partnership, sole proprietor) number and location of offices, location of company headquarters/main office, total number of employees company wide and total number of employees in the State of Texas, and principal lines of business.
- d. Key Contacts: List the names(s), telephone number, email addresses of the representative(s) who are to be contacted regarding your proposal
- e. Ownership: List the names of all officers and persons in the organizations having a ten percent (10%) or greater ownership interest in the company. Indicate which persons are in day-to-day management of the company. Also, indicate if the business is a subsidiary of another entity or conglomerate.
- f. Project Volume: Provide project/construction volume data for the past three (3) years.
- g. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- h. Provide any details of all past or pending litigation or claims filed against your company or its officers, including claims submitted to your surety on payment or performance bonds;
- i. Provide a list of all work that you have been involved with for HCC.

- j. Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability of the Proposer's employees.
- k. Provide a list of primary services provided by your firm any other information you deem necessary to describe your firm. Please note any services requested in the RFP, that your firm does not routinely provide.

**1.3. Tab 2 – Firm's Demonstrated Qualifications and Project Experience:**

This section should establish the ability of the firm to satisfactorily perform the required work. Provide examples of CMR experience working with community colleges, universities, healthcare industry, educational entities or other public institutions. HCC may verify all information furnished.

List at least three and not more than five projects or contracts for Construction Manager-at-Risk Services, within the last 3 to 5 years, for which your firm has successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most relevant project listed first.

Provide the following information for each project listed:

- a. Owner Name, contact person, including telephone number, email addresses
- b. Project name and location
- c. Project Architect and design subconsultants
- d. Final project construction cost including starting GMP and cost savings to Owner
- e. Project size in gross square feet
- f. Names of major subcontractors used
- g. Description of how the project for which you are competing are similar and why the services provided are relevant to this project(s).
- h. Describe the processes/outcomes that made this project successful

The List must also be broken down in the following categories:

- Community Colleges & Universities;
- K-12 & Independent School Districts;
- Teaching Healthcare Facilities; and
- Federal Government
- Local Governments;
- Commercial/Industry

**1.4. Tab 3 – Demonstrated Qualifications of Personnel and Team:**

This section should discuss the staff of the firm who would provide the Construction Manager-at-Risk Services. Provide the names, functions, and vita of the individuals within your organization who will be assigned to Houston Community College projects.

Provide an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this RFP, along with any proposed consultant firm or individual.

Identify the Key personnel that would be assigned to HCC and will provide the Work described in the Scope of Services. Please include the following:

- a. a brief description of their unique qualifications as it pertains to this Work,



- b. availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the project,
- c. Respondent's job functions and office location.
- d. Provide a description of the role and responsibilities to be undertaken by these proposed key and support team members.
- e. Designate the individual who is authorized to sign and enter into any resulting contract.
- f. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years of experience in providing Construction Manager at Risk Services or related services.
- g. If Proposer is submitting multiple Sealed Price Proposal Forms with the goal of being awarded multiple projects, Proposer must submit information and resumes for each proposed project team that would be dedicated to each project, and may not propose the same personnel for multiple projects.

Specify the name and qualifications of the "Relationship Manager," who will serve as your firm's primary point of contact for Houston Community College on this contract(s). Provide detailed resumes for each of the support members of the team who will be responsible for the execution of the services at Houston Community College.

**1.5. Tab 4 – Construction Management Expertise:**

a. Proposer's Ability To Identify and Resolve Problems:

- 1) Describe your understanding of the administrative challenges and opportunities associated with providing Construction Manager-at-Risk Services, and your strategy for resolving any issues.
- 2) Please identify any challenges and/or difficulties you anticipate in providing services to HCC and how you plan to manage them; what assistance will you require from HCC.
- 3) Describe your plan for communicating constructability, phasing, value engineering, and other budget options in a form that will quickly facilitate the HCCs decision-making and design process.
- 4) Describe any conflicts with Clients, Consultants, Program Managers, Project Managers, Architects/Engineers, or subcontractors and describe the methods used by the Proposer to resolve those conflicts.
- 5) Describe your over overall approach and methodology for the CMR delivery method.

b. Proposer's Ability to Establish Budgets and Control costs on Projects:

- 1) Describe your budget management responsibility as a Construction Manager using contracts for publicly funded projects.
- 2) Describe your capabilities and method for adhering to project budgets.
- 3) Describe your cost control methods during construction including examples of techniques used and the degree of accuracy achieved.
- 4) Describe your firm's approach to preconstruction services, including your role in reviewing and developing construction documents and preventing change orders on the project.

c. Proposer's Ability to Meet Schedules on Past Projects:

- 1) Describe how you will develop, maintain, and update the project schedule during each phase of the project and construction.

- 2) Describe your approach to assuring timely completion of projects, including methods for corrective actions/schedule recovery, if necessary. Provide examples of how these techniques may be used, including specific scheduling challenges/requirements and actual solutions.
  - 3) Describe how you develop and maintain work schedules during all phases of the program; provide examples of how these techniques were used.
- d. Respondent's Knowledge of Current Construction Methodologies, Technologies, and Best Practices:
- 1) Describe your quality assurance program. Explain the methods used to ensure quality control during all phases of the program and projects. Provide specific examples of how these techniques or procedures are used.
  - 2) Describe your procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations for:
    - a. Establishing and tracking program and project objectives
    - b. Using project scope definition resources (i.e. Project Definitions Rating Index (PDRI)) in order to obtain complete and accurate design and construction documents from the A/E
    - c. Partnering
    - d. Cost tracking
    - e. Change (order) management systems
    - f. Total quality management for each phase, including close-out
    - g. Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.
- e. Miscellaneous:
- 1) Student Intern Participation: This section shall include a clear statement of the firm's commitment and plan to utilize HCC student in an internship capacity.
  - 2) Please describe any special benefits or advantages in selecting your company and describe your company's specific knowledge, experience, and expertise in providing Construction Manager at Risk Services of the type and kind described in this RFP.
  - 3) Describe your warranty management plan. Explain the methods used to manage and address warranty issues under contract. Provide specific examples of how these techniques or procedures are used.
  - 4) Describe how your firm manages and monitors wage compliance.
  - 5) Describe your firm's commitment to workforce training and development.

**1.6. Tab 5 – Past Performance References**

This section should establish references and a reference list of all customers for whom you have performed work similar to the type of work described in this RFP during the last (3) three to five (5) years. The list should include the company name, contact person and the representative who served as the day-to-day project liaison, telephone number and email address.

The list should be broken down in the following categories:

- Community Colleges & Universities;
- K-12 & Independent School Districts;
- Teaching Healthcare Facilities; and

- Federal Government
- Local Governments;
- Commercial/Industry

Provide information related to quality and cost containment, demonstrate proven history of recognizing and adhering to clients approved standards for building and infrastructure and demonstrated ability to bring projects in on time and within the budget. Proposers competing for multiple projects with the goal of being awarded multiple projects shall describe, in this section, any CIP or Bond programs where Proposer was awarded, and delivered, multiple projects, providing the name and contact information for the program Owner, the dollar amounts of the projects, and the scheduled and actual start and completion dates of the projects.

Provide a list of any work that your firm may have completed for Houston Community College during the past 3 to 5 years, including a detailed description of the work effort, performance and define if the work was completed as a contractor directly with HCC or as a subcontractor under a project.

Provide references for any three of the projects or contracts for Construction Manager-at-Risk Services listed in Tab 3. The references shall include:

- a. Owner's name, Owners representative who served as the day-to-day liaison during planning, design, and construction of the project, and the Owner representative's telephone number and email address.
- b. Construction firm name, contractor's representative who served as the day to-day project liaison, and the contractor representative's telephone number and email address.
- c. Design firm name, design firms representative who served as the day-to-day project liaison, and the representative's telephone number and email address.
- d. Contact information demonstrating where you have successfully included Student Intern and Small Business participation of the like and kind noted in Proposer's response.

**1.7. Tab-6 – Safety Plan:**

Provide a comprehensive overview of the Respondent's approach to Construction Safety. The Respondent should indicate whether or not they have a written Safety Plan and a Hurricane Preparedness Plan, and whether or not they have a safety orientation program for new employees, if so provide. The Respondent must also identify their Safety Coordinator.

The Respondent should list the organization's Workers Compensation Experience Modification Rate (EMR) for the previous five years as obtained from the Respondent's insurance carrier. Provide a matrix for the previous five years as obtained from OSHA No. 200 Log that include the following categories:

1. Number of injuries and illnesses;
2. Number of lost time accidents;
3. Number of recordable cases;
4. Number of fatalities; and
5. Number of employee direct hire fixed hours worked (round to 1,000's).

**1.8. Tab- 7 – Small Business Practices:**

Describe your previous experience, involvement and approach in working with certified Small Business firms; including level of effort, division of duties and providing opinions. Provide a statement detailing small business participation commitment.

For this Project HCC has a small business participation goal of **Thirty-Five Percent (35%)**.

At a minimum, your response must include: (a) Firm's commitment to meeting the small business participation goal for the projects (b) a description of previous projects where your firm has successfully subcontracted work to small businesses including the percentage (%) of work subcontracted to these firms under each project; (c) a narrative outlining your overall approach to subcontracting and how you will solicit small businesses for participation as part of this Project; and (d) indicate what challenges you anticipate in attaining HCC's goal.

Describe your company's process for the selection of subcontractors in accordance with the statutory procedures required for the solicitation of subcontractors under a Construction Manager-at-Risk delivery method, including your process for evaluating subcontractors' performance while also incorporating a Small Business Development Program.

Provide a reference list of all customers noted in Section 1.6 Tab 5 – Past Performance References (noted above) that included a Small Business or similar program where you have performed work similar to the type of work described in this RFP. Provide the contact person and the representative who served as the Small Business Development liaison, telephone number and email address.

**1.9. Tab-8 – Business Relationship Strength:**

Describe your firm's approach. For the purpose of this RFP, "Business Relationship Strength" shall mean the definition and commitment of the Proposer towards a mutually successful "relationship" between the selected contractor and HCC for the duration of the Project. Proposals must include their definition and commitment to forge, foster and maintain a mutually successful "relationship" with HCC. At a minimum, your response must include: (a) your definition of a mutually successful "relationship" between your firm and HCC in a multi-layer model such as that illustrated in the Organization Chart noted in Section II.; and (b) your firm's commitment to a mutually successful "relationship" in the form of at least three, and not more than five, specific, obtainable criteria, activities, agreements or requirements that shall, subject to negotiation and mutual consent, become features of the awarded contract and shall guide the HCC-Contractor relationship for the duration of the Project

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

Proposers competing for multiple projects with the goal of being awarded multiple projects shall disclose, in this section, any fee or cost discounts or other financial or non-financial benefits offered if Proposer were to be awarded multiple projects. HCC reserves the right to consider such discounts or benefits in its final determination of best value.

**1.10. Tab 9 – Firm’s Financial Status:**

- a. Provide evidence of the firm’s financial stability including but not limited to, any one or more of the following: the firm’s audited financial statement for the last two (2) years; a statement from at least one financial institution with validation of at least six (6) months working capital; recent annual reports or equivalent information and your short and long-term credit rating; a letter from the company’s CPA attesting to the company’s financial stability.
- b. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- c. A certification statement from your Surety showing your firm’s total bonding capacity for public works payment and performance bonds, and the amount of your firm’s available bonding capacity as of the date of the proposal deadline. Your Surety’s name and contact information must be provided.
- d. A current Accord certificate showing your firm’s current insurance coverages for Commercial General Liability, Automobile, and Worker’s Compensation.

*Balance of page intentionally left blank.*

## **IV. PROPOSAL EVALUATIONS**

### **1. Evaluation Criteria:**

An Evaluation Committee ("Committee") will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee's evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Proposals will be evaluated using the following criteria:

<b>Evaluation Criteria</b>	<b>Available Points</b>
Firm's Demonstrated Qualifications and Project Experience (Tab 2)	10
Demonstrated Qualifications of Personnel and Team (Tab 3)	10
Construction Management Expertise (Tab 4)	20
Past Performance Reference (Tab 5)	10
Safety Plan (Tab 6)	5
Small Business Practices (Tab 7)	10
Business Relationship Strength (Tab 8)	5
Firm's Financial Status (Tab 9)	5
Sealed Price Proposal Form (Exhibit 2)	25
<b>Total</b>	<b>100</b>

### **2. Eligibility for Award:**

- a. In order for a proposer to be eligible to be awarded a contract, the proposal must be responsive to the solicitation and HCC must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.
- b. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, may be rejected as non-responsive.
- c. Responsible proposers, at a minimum, must meet the following requirements:
  - 1) Have adequate financial resources, bonding capacity required for performance of any resulting contract(s);
  - 2) Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
  - 3) Have a satisfactory record of past performance;
  - 4) Have necessary personnel and management capability to perform any resulting contract;
  - 5) Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;

- 6) Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the Houston Community College System; signing and submitting the proposal is so certifying to such non-delinquency; and
  - 7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- d. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.
  - e. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other bidders.
  - f. A person or proposer shall not be eligible to be considered for this solicitation if the person or proposer engaged in or attempted to engage in prohibited communications as described in Section VI Additional Conditions, Section 6 of this solicitation.
  - g. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or consultants.) HCC will contract only with the individual firm or formal organization that submits a response to this RFP.

*Balance of page intentionally left blank.*

## **V. ADDITIONAL CONDITIONS**

### **1. Contract Award:**

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to HCC, price and other factors considered. A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. HCC may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to HCC. Except as otherwise may be set forth in this solicitation, HCC reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

### **2. Postponement of Proposals Due Date/Time:**

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at HCC's discretion.

### **3. Oral Presentations:**

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to HCC. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

### **4. Small Business Development Program (SBDP):**

The Houston Community College System's Small Business Development Program ("SBDP" or the "Program") was created to provide business opportunities for local small businesses to participate in contracting and procurement at Houston Community College (HCC).

The SBDP is a goal-oriented program, requiring Contractors who receive Contracts from HCC to use Good Faith Efforts to utilize certified small businesses. The Program applies to all Contracts over \$50,000, except Contracts for sole-source items, federally funded Contracts, Contracts with other governmental entities, and those Contracts that are otherwise prohibited by applicable law or expressly exempted by HCC. The SBDP is a race and gender-neutral program, however HCC actively encourages the participation of minority and women-owned small businesses in the SBDP.

To participate, small businesses must be certified by an agency or organization whose certification is recognized by HCC. Certification is based on the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and 13 C.F.R. § 121.201.

HCC recognizes certification by the following governmental and private agencies: Port of Houston Authority SBE Certification, Metropolitan Transit Authority of Harris County (METRO) SBE Certification, City of Houston SBE Certification, Texas Department of Transportation SBE Certification, City of Austin SBE Certification, South Central Texas Regional Certification Agency SBE Certification, Small Business Administration 8(a). HCC has the right to revoke acceptance of a business as a certified or qualifying small business and to conduct certification reviews.

For this solicitation, HCC has established **Thirty-Five Percent (35%)** as its goal for Small Business participation.

Good Faith Efforts: HCC will make a good faith effort to utilize small businesses in all contracts.

The annual program goals may be met by contracting directly with small businesses or indirectly



through subcontracting opportunities. Therefore, any business that contracts with HCC will be required to make a good faith effort to award subcontracts to small businesses. The subcontracting goal applies to all vendors regardless of their status. By implementing the following procedures, a contractor shall be presumed to have made a good faith effort:

- To the extent consistent with industry practices, divide the contract work into reasonable lots.
- Give notice to SBDP eligible firms of subcontract opportunities or post notices of such opportunities in newspapers and other circulars.
- Document reasons for rejecting a firm that bids on subcontracting opportunities.

Proposed SBE Subcontracting	Available Points
Less than 5%	0
5% - 12%	2
13% - 20%	4
21% - 28%	6
29% - 34%	8
35% & Higher	10

**5. Prime Contractor Self-Performed Work:**

If the prime contractor intends to self-perform any portion of the work, the Construction Manager-at-Risk must comply with the statutory requirements for self-performance and will be required to compete for such work in the same manner as all subcontractors.

**6. Prohibited Communications and Political Contributions:**

Except as provided in exceptions below, political contributions and the following communications regarding this solicitation or any other invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- [1] Between a potential vendor, subcontractor to vendor, service provider, proposer, offeror, lobbyist or consultant and any Trustee;
- [2] Between any Trustee and any member of a selection or evaluation committee; and
- [3] Between any Trustee and administrator or employee.

The communications prohibition shall be imposed from the day the solicitation is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee or when a determination is made that the contract will not be awarded. During this period, no HCC Trustee and no Vendor Shall communicate in any way concerning any pending Solicitation involving that Vendor, subject to the penalties stated herein.

In the event the Board refers the recommendation back to staff for reconsideration, the communication prohibition shall be re-imposed.

The communications prohibition shall not apply to the following:

- [1] Duly noted pre-bid or pre-proposal conferences.
- [2] Communications with the HCC General Counsel.
- [3] Emergency contracts.
- [4] Presentations made to the Board during any duly noticed public meeting.

- [5] Unless otherwise prohibited in the solicitation documents, any written communications between any parties, provided that the originator shall immediately file a copy of any written communication with the Board Services Office. The Board Services Office shall make copies available to any person upon request.
- [6] Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

Any potential vendor, subcontractor vendor, service provider, bidder, offeror, lobbyist, or consultant who engages or attempts to engage in prohibited communications shall not be eligible for the award of any resulting contract under this solicitation. Any other 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 bidders, vendors, service providers, lobbyist, consultants, and contractors from both this current and any future consideration for participation in HCC orders and contracts.

Except as provided for in RFP Summary Section seven (7), respondents are not to interact with System Staff or Board Members regarding the RFP until the Contractor has been selected and approved by the Board.

**7. Drug Policy:**

HCC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, possession or use of illegal drugs (except legally prescribed medications under physician's prescription and in the original container) or alcohol by vendors or contractors while on HCC's Premises are strictly prohibited.

**8. Taxes:**

HCC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code. Limited Sales Tax Number: 1-74-1709152-1. No proposal shall include any costs for taxes to be assessed against HCC. The contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for Contractor Employees. The contract shall hold HCC harmless for all claims arising from payment of such taxes and fees.

**9. Texas Public Information Act:**

HCC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) ("The Act") after a contract if any, is awarded. If the proposer considers any information submitted in response to this request for proposal to be confidential under law or constitute trade secrets or other protected information, the proposer must identify such materials in the proposal response. Notwithstanding the foregoing, the identification of such materials would not be construed or require HCC to act in contravention of its obligation to comply with the Act and the proposer releases HCC from any liability or responsibility for maintaining the confidentiality of such documents.

**10. Appropriated Funds:**

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. HCC shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the HCC Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, HCC reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of HCC or the contractor. Upon termination of the contract HCC shall not be responsible for any payment of any service or product received that occurs

after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. HCCs fiscal year begins on September 1 and ends on August 31<sup>st</sup>.

**11. Conflict of Interest:**

If a firm, proposer, contractor, or other person responding to this solicitation knows of any material personal interest, direct or indirect, that any member, official, or employee of HCC would have in any contract resulting from this solicitation, the firm must disclose this information to HCC. Persons submitting a proposal or response to this solicitation must comply with all applicable laws, ordinances, and regulations of the State of Texas Government Code, including, without limitation, Chapter 171 and 176 of the Local Government Code. The person /proposer submitting a response to this solicitation must complete (as applicable), sign and submit **Attachment No. 4, Conflict of Interest Questionnaire Form, and Attachment No. 5, Financial Interest and Potential Conflict of Interests** with the proposal package. HCC expects the selected contractor to comply with Chapter 176 of the Local Government Code and that failure to comply will be grounds for termination of the contract.

**Note: Attachment No. 4 and Attachment No. 5 shall be completed signed and returned to HCC. Enter N/A in those areas on the Attachments that are not applicable to your company. Failure to complete, sign and notarize (if applicable) these Attachments shall render your proposal non-responsive.**

**12. 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 HCC orders and contracts.

**13. No Third Party Rights:**

This Contract is made for the sole benefit of the HCC and the Contractor and their respective successors and permitted assigns. Nothing in this Contract shall create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

**14. Withdrawal or Modification:**

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by HCC, which shall be based on Respondent's submittal, in writing, of a reason acceptable to HCC.

**15. Validity Period:**

Proposals are to be valid for HCCs acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Agreement.

**16. Terms and Conditions:**

The HCC Sample Construction Manager at Risk Agreement and related exhibits (incorporated by reference) shall govern any Purchase Order/Contract issued as a result of this solicitation (RFP).

**17. Indemnification:**

Consultant shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligence, recklessness, or willful acts and/or omission in rendering any services

hereunder. Consultant shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

**18. Delegation:**

Unless delegated, HCC Board of Trustees must approve all contracts valued at over \$50,000. The Board has granted the Chancellor authority to initiate and execute contracts valued up to \$50,000. The procurement of construction services shall be completed in accordance with Section 2267 of the Texas Government Code for the purchase of construction services. The Board delegates its authority to the administration and the designated evaluation committee, to evaluate, score and rank the proposals. The Board of Trustees shall approve the final award of contracts to the firms offering the best value based on the published selection criteria and as evidenced in the final evaluation, scoring and ranking.

*Balance of page intentionally left blank.*

**EXHIBIT 1**

**HCC CONSTRUCTION CONTRACT INSURANCE REQUIREMENTS**

Contractor shall not commence work until all required insurance coverages have been obtained and such insurance has been reviewed and accepted by HCC. Certificates of Insurance on the current ACORD form shall be issued to the HCC showing all required insurance coverages.

<u><b>Insurance Required</b></u>	<u><b>Limit Required</b></u>
<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit
<b>Comprehensive (Commercial) General Liability</b> insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.	\$1,000,000 Occurrence \$2,000,000 Aggregate \$2,000,000 Completed Operations \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments Per Project Aggregate Evidence of coverage must be shown on certificates of insurance.
<b>Workers Compensation</b> insurance with limits to comply with the requirements of the Texas Workers' Compensation Act  Employers Liability insurance	Statutory Limits  \$1,000,000
<b>Umbrella or Excess Liability</b> insurance (excess of primary General Liability, Automobile Liability and WC Coverage B)	\$2,000,000 for all projects estimated to cost up to \$25,000,000. \$5,000,000 for all projects estimated to cost over \$25,000,000.
<b>All Risk Builders Risk Property Insurance.</b> All Property insurance shall include coverage against the perils of Flood and Earthquake.	Contract Limit or Replacement Cost Value of Scope of Work whichever is greater Permission to Occupy granted Deductible: 2% of contract up to \$500,000 maximum, unless otherwise approved by HCC.

## **Insurance Conditions**

All insurance coverages shall be issued on an Occurrence basis by companies acceptable to HCC and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The project location or description and the RFP number and Owner's name.
2. A 60 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies
3. "Additional Insured" endorsements on all policies naming HCC, Jacobs Project Management Co., the Project Manager assigned to the Project and the Architect assigned to the Project.
4. All policies must contain a "Waiver of Subrogation" clause/endorsement in favor of HCC, Jacobs Project Management Co., the Project Manager assigned to the Project and the Architect assigned to the Project.
5. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the required Additional Insured's named above, and (b) showing Waivers of Subrogation as required above on forms CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.

All insurance, except for Builder's Risk, must be maintained for three years following substantial completion with Certificates of Insurance provided. Builder's Risk insurance policies must be maintained up to through the date of written and certified substantial completion of all work of the Project.

Contractor shall be responsible for payment of all deductibles for insurance policies provided by Contractor, except that any deductibles required to be paid under a Builder's Risk policy shall be reimbursed by HCC as a Cost of the Work, but only to the extent the loss does not result from the acts or omissions of the Contractor or subcontractors; HCC must approve the deductibles selected prior to commencement of the work, and Builder's Risk deductibles may not be changed during the project without HCC's express written consent.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

HCC reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by HCC based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

*Balance of page intentionally left blank.*

**EXHIBIT 2**

**SEALED PRICE PROPOSAL FORM**

Proposer must complete a separate Sealed Proposal Form for **each** project (noted in the Scope of Services) for which Proposer wishes to be considered.

Proposer estimates the following general conditions, fixed unit pricing and percentage of cost for the CMR services for:

<b>Project Name:</b>	
<b>Project Number:</b>	
<b>Estimated Construction Budget:</b>	
<b>Estimated Construction duration (months):</b>	

**Proposer Name**

<b>Preconstruction Services Fee</b>	<b>Proposed Total Fee</b>
The Pre-construction fee shall be based on a lump sum amount paid by the Owner paid out incrementally during the pre-construction phase.	\$ total

<b>CM At-Risk Fee</b>	<b>Proposed CMR Fee</b>
CM-at-Risk Fee shall be the percentage paid to the Construction Manager-at-Risk based on the Guaranteed Maximum Price, excluding the CM-at-Risk Fee itself.	%

<b>General Conditions</b>	<b>Proposed General Conditions</b>
General Conditions shall be a <b>not to exceed</b> percentage of the Cost of the Work (excluding any General Conditions/General Requirements) and shall be inclusive of all General Conditions and General Requirements items listed in Exhibit C to the Agreement between Owner and Construction Manager-at-Risk	%

**General Conditions Breakdown must be provided on Next Page.**

*Balance of page intentionally left blank.*

**BREAKDOWN OF GENERAL CONDITIONS/GENERAL REQUIREMENTS**

**Part I. – BONDS AND INSURANCE**

<b>Items</b>	<b>Proposed Total Cost</b>
<b>Bonds</b>	
Performance and Payment Bond for CMR as Principal (based on Project Budget)	\$ total
Not to Exceed percentage for Subguard, Subcontractor Default Insurance and/or Second-Tier Bond Premiums/Costs (this costs <b>must</b> be disclosed in order to be an allowable General Conditions cost in the GMP)	% (per enrolled subcontract)
<b>Insurance</b>	
Comprehensive General Liability, including: <ul style="list-style-type: none"> <li>- \$1,000,000 Each occurrence</li> <li>- \$2,000,000 General Aggregate</li> <li>- \$2,000,000 Products / Completed Operations Aggregate</li> <li>- \$1,000,000.00 Bodily Injury and Property Damage (each)</li> <li>- \$1,000,000.00 Personal and Advertising Injury</li> </ul>	\$ total
Automobile Liability (any, hired and non-owned autos), including: <ul style="list-style-type: none"> <li>- \$1,000,000 Combined Single Limit</li> </ul>	\$ total
Workers' Compensation and Employer's Liability – Statutory Limits	\$ total
Builder's All Risk, including: <ul style="list-style-type: none"> <li>- Flood coverage</li> <li>- 2% Deductible Amount (maximum deductible of \$500,000)</li> </ul>	\$ total

**Part II. - MONTHLY LABOR COSTS**

<b>Items</b>	<b>Proposed Monthly Cost</b>
Project Manager - Full time – On Site (labor burden included)	\$ per month
Superintendent - Full time – On Site (labor burden included)	\$ per month
Project/Field Engineer - Full time – On Site (labor burden included)	\$ per month
Project Safety Manager – Full time - On Site (labor burden included)	\$ per month
Assistant Superintendent - Full time - On Site (labor burden included)	\$ per month
Project Executive/Director - Full time - On Site (labor burden included)	\$ per month
Project Support Staff - Full time - On Site (labor burden included)	\$ per month

*Balance of page intentionally left blank.*



**Part III. – General Requirements**

**General Requirements** - The following are typical General Requirements but not necessarily limited to: Project Electricity, Temporary Project Utilities, Monthly Telephone/Internet Services, Temporary Water Distribution and Meters, Temporary Electrical Distribution and Meters, Field Offices and Office Supplies, Partnering Costs, Job Photography/Videos/DVD, Project Specific Signage, Postage/Shipping, Project As-Builts (Record) Drawings, Project Milestone Events, Move-In/Out and Office Set-up, Employee Identification System (Badging), Small Tools, Project Water, Temporary Toilet Facilities, Temporary Fire Protection, Telephone/Internet System Installation, First Aid Supplies, Reproduction Services, Monthly Office Supplies, Remote Parking Expenses, Project Reference Manuals, Drinking Water and Accessories, Safety Manual/Safety Plan, Safety Training and Safety Materials, Safety Protection Equipment, Office Clean-up/Janitorial Services, Mobilization and Demobilization. **Refer to Exhibit C to Agreement between Owner and Construction Manager-at-Risk**

	<b>Proposed Total Cost</b>
<b>Not to Exceed Amount for all General Requirements for the Cost of the Work</b>	\$ total

*Balance of page intentionally left blank.*

**Part IV. – PROPOSALS FOR MULTIPLE PROJECTS:**

Proposers shall submit a separate Sealed Proposal form for each project for which Proposer wishes to be considered.

**Check here if Proposer has submitted Sealed Proposal forms for projects other than the project listed on this form**

\_\_\_\_\_

**If Proposer has submitted Sealed Proposal forms for more than one project, please check the following applicable category:**

\_\_\_\_\_ Proposer intends to compete for multiple projects with the goal of being awarded the project, if any, for which Proposer represents the best value to HCC.

\_\_\_\_\_ Proposer intends to compete for multiple projects with the goal of being awarded multiple projects. Proposers selecting this option are advised that HCC reserves the right, in its sole discretion, to decide whether a Proposer who competes for multiple projects has demonstrated that – if awarded multiple projects – the Proposer has the financial capability, available bonding capacity, available personnel, total insurance coverage and qualifications to adequately deliver multiple projects within the time and budget limitations of the CIP Bond Program, such that the award of multiple projects to a single Proposer would be in the overall best interest of HCC and its CIP Bond Program. Proposers selecting this option, if not eligible for multiple projects, will still be considered for the project, if any, for which Proposer represents the best value to HCC

Authorized Signature:	
Name:	
Title:	
Name of Contracting Firm:	
Street Address:	
City, State Zip Code	
Telephone Number:	
Fax Number:	
Email Address:	
Date:	

*Balance of page intentionally left blank.*

**ATTACHMENT NO. 1  
HOUSTON COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS  
PROPOSAL/CONTRACT AWARD FORM**

**PROJECT TITLE: BOND PROGRAM CONSTRUCTION MANAGER-AT-RISK  
SERVICES PROJECT NO.: 14-04**

**Name of Proposer/Contractor:** \_\_\_\_\_

**Federal Employer Identification Number** \_\_\_\_\_  
**(Note: please refer to RFP- Summary, Section 10: Vendor Registration)**

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

In compliance with the requirements of this Request for Proposals, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with our RFP Response Documents and Sealed Proposal package(s) dated \_\_\_\_\_ and as mutually agreed upon by subsequent negotiations, if any.

The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements, terms and conditions and all amendments issued by HCC and made a part of this solicitation as set forth or referenced in this RFP. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this RFP and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating proposals and making an award decision, HCC relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, HCC has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if HCC determines that any statements or representations made were not true and accurate.

Signed By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

State of \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_

Notary Public for the State of: \_\_\_\_\_

**ACCEPTANCE AND CONTRACT AWARD FORM**

(Note: This page will be completed by HCC.)



Purchase Order No. \_\_\_\_\_(for payment purposes only)

Project No. \_\_\_\_\_



Contractor to perform the work required herein in accordance with Purchase Order(s) issued by HCC and the Terms and Conditions incorporated herein by reference, and the prices, scope of services and general terms and conditions attached hereto and made a part hereof.

In the event of an inconsistency between this Contract, the RFP, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then the RFP and finally, the Contractor's Proposal.

HOUSTON COMMUNITY COLLEGE

Executed for and on behalf of the Houston Community College pursuant to approval by the Board of Trustees  
on \_\_\_\_\_, 2013.

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

*Balance of page intentionally left blank.*

**ATTACHMENT NO. 2  
DETERMINATION OF GOOD FAITH EFFORT  
HCC PROJECT NO. 14-04  
BOND CONSTRUCTION MANAGER AT RISK SERVICES**

Proposer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form as directed below:

Section 1.

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the Proposer must determine what portion(s) of work, including goods or services, will be subcontracted. Check the appropriate box that identifies your subcontracting intentions:

\_\_\_\_\_ Yes, I will be subcontracting portion(s) of the contract.  
(If Yes, please complete Section 2, below and Attachments No. 5 and No. 6)

\_\_\_\_\_ No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.  
(If No, complete Section 3, below.)

Section 2.

In making a determination that a good faith effort has been made, HCC requires the Proposer to complete this form Section and submit supporting documentation explaining in what ways the Proposer has made a good faith effort to attain the goal. The Proposer will respond by answering "yes" or "no" to the following and provide supporting documentation.

\_\_\_\_\_ (1) Whether the Proposer will provide written notices and/or advertising to at least five (5) certified small businesses or advertised in general circulation, trade association and/or small businesses focus media concerning subcontracting opportunities.

\_\_\_\_\_ (2) Whether the Proposer will divide the work into the reasonable portions in accordance with standard industry practices.

\_\_\_\_\_ (3) Whether the Proposer will document reasons for rejection or met with the rejected small business to discuss the rejection.

\_\_\_\_\_ (4) Whether the Proposer will negotiate in good faith with small businesses, not reject qualified subcontractors who were also the best value proposer.

NOTE: If the Proposer is subcontracting a portion of the work and is unable to meet the solicitation goal or if any of the above items, (1-4) are answered "no", the Proposer must submit a letter of justification.

Section 3.

SELF-PERFORMANCE JUSTIFICATION

If you responded "No" in SECTION 1, please explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

---

---

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Balance of page intentionally left blank.*

**ATTACHMENT NO 3  
PROPOSERS CERTIFICATIONS HCC PROJECT NO. 14-04  
BOND CONSTRUCTION MANAGER AT RISK SERVICES**

**1. NON-DISCRIMINATION STATEMENT:**

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, age, religion, gender, national origin or disability. The undersigned shall also take action to ensure that applicants are employed, and treated during employment, without regard to their race, color, religion, gender, age, national origin or disability. Such action shall include, but shall not be limited to, the following: non-discriminatory employment practices: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

**2. BLACKOUT PERIOD & POLITICAL CONTRIBUTION COMPLIANCE:**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the Prohibited Communications/Political Contributions provision set forth in the solicitation. Potential vendors, subcontractors, service providers, bidders, brokers, officers, lobbyists or consultants shall not make a political contribution to a Trustee or candidate during the prohibited communication period as set forth below. The undersigned further understands that the Bidder shall not communicate with a HCC Trustee, employee, or any member of the selection/evaluation committee in any way concerning this Solicitation from the day it is first advertised through thirty (30) days after the contract is executed by the Chancellor or his/her designee, or when a determination is made that the contract will not be awarded.

This period is known as the "Blackout Period", as further defined in Section 1.7.10 and 3.3 of the Procurement Operations Manual. Violation of the Blackout Period is considered unethical conduct and will be handled as such with regard to a Trustee and all applicable federal and state laws and regulations, local ordinances, board policies, and procurement procedures with respect to their conduct as public officials involved in the procurement process.

With regard to a Bidder, violation of the Blackout Period may result in the cancellation of the referenced transaction, disbarment, disqualification from future procurement solicitations and prosecution in accordance with the Laws of the State of Texas.

**3. ASSURANCE OF SBDP GOAL:**

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized to make the statements and representations in the Solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned will enter into formal agreement(s) for work identified on the CONTRACTOR AND SUBCONTRACTOR PARTICIPATION form conditioned upon execution of a contract with HCC. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business Participation Goal = \_\_\_\_\_

The undersigned certifies that the firm shown below has not discriminated against any small business or other potential subcontractor because of race, color, religion, gender, age, veteran's status, disability or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, gender, age, disability, national origin or veteran status.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated commitments set forth herein without prior approval of HCC's Chancellor or the duly authorized representative, the Proposer may be subject to the loss of the contract or the termination thereof.

**4. CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract with HCC is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business entity has been convicted of a

felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individual:

Have you been convicted of a felony? YES or NO

If a business entity: YES or NO

Has any owner of your business entity been convicted of a felony? \_\_\_\_\_

Has any operator of your business entity been convicted of a felony? \_\_\_\_\_

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

**5. DISCLOSURE OF OWNERSHIP INTERESTS:**

The undersigned certifies that he/she has accurately completed the attached Exhibit 1 "Ownership Interest Disclosure List." For the purposes of this section, in accordance with Board Bylaws, the term "Contractors" shall include any member of the potential vendor's board of directors, its chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest of 10% or more. This requirement shall also apply to any Subcontractor listed on the "Contractor and Subcontractor Participation Form."

**6. PROHIBITED CONTRACTS/PURCHASES:**

The undersigned certifies that he/she has read, understands, and is eligible to receive a contract in accordance with HCC Board of Trustees Bylaw regarding Prohibited Contracts/Purchases as further defined in the attached Exhibit 2.

I attest that I have answered the questions truthfully and to the best of my knowledge.

Signed: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

State of \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, \_\_\_\_\_,  
(City) (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for the State of: \_\_\_\_\_





**EXHIBIT 2 - TO ATTACHMENT NO 3  
PROHIBITED CONTRACTS/PURCHASES  
PROJECT NO 14-04  
BOND CONSTRUCTION MANAGER AT RISK SERVICES**

The College shall not contract with a business entity in which a Board Member, Senior Staff Member, or a relative of a Board member or Senior Staff Member within the first degree of consanguinity or affinity, has any pecuniary interest. All such contracts executed prior to June 21, 2012 shall continue to be in full force and effect.

Further, the College shall not contract with a business entity that employs, hires, or contracts with, in any capacity, including but not limited to, a subcontractor, employee, consultant, advisor or independent contractor, a Board Member or a Senior Staff Member.

Further, the College shall not contract with a business entity that employs an officer or director who is a relative of a Board member or a Senior Staff Member within the first degree of consanguinity or affinity.

Definitions:

"Business entity" shall not include a corporation or a subsidiary or division of a corporation whose shares are listed on a national or regional stock exchange or traded in the over-the-counter market. "Business entity" shall not include non-profit corporations or religious, educational, and governmental institutions, except that private, for-profit educational institutions are included in the definition of Business entity.

"Director" is defined as an appointed or elected member of the board of directors of a company who, with other directors, has the responsibility for determining and implementing the company's policy, and as the company's agent, can bind the company with valid contracts.

"Officer" is defined as a person appointed by the board of directors of a company to manage the day-to-day business of the company and carry out the policies set by the board. An officer includes, but is not limited to, a chief executive officer (CEO), president, chief operating officer (COO), chief financial officer (CFO), vice-president, or other senior company official, as determined by the Board.

"Senior Staff Member" shall have the meaning as defined in Article A, Section 3 of the Board Bylaws which includes:

- a. Any member of the Chancellor's Advisory Council;
- b. HCC employees classified as E-10 and above;
- c. All procurement and purchasing personnel;
- d. Any employee who participates on an evaluation or selection committee for any HCC solicitation for goods or services; and
- e. Any employee who participates in the evaluation of goods or services provided by a vendor or contractor.

Absent other legal requirements, all contracts entered into by the College in violation of this policy shall be voided within 30 days of notice of the violation.

I attest that I have answered the questions truthfully and to the best of my knowledge.

*Balance of page intentionally left blank.*

**ATTACHMENT NO. 4 - HCC PROJECT NO.14-04, BOND CONSTRUCTION MANAGER AT RISK**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p><b>2</b> <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><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; 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 style="text-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 style="text-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 style="text-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><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 06/29/2007

**Note: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate.**

**ATTACHMENT NO 5  
 FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS  
 HCC PROJECT NO. 14-04  
 BOND CONSTRUCTION MANAGER AT RISK SERVICES**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer. **This form must be received by HCC Office of Systemwide Compliance before the vendor's bid, proposal, or offer will be considered received or evaluated.** Completed forms must be **NOTARIZED** and delivered to:

**Houston Community College System  
 Attn: Office of Systemwide Compliance, Compliance Officers  
 3100 Main St, 12<sup>th</sup> Floor  
 Houston, TX 77002**

This requirement applies to contracts with a value exceeding \$50,000.

**Section 1 - Disclosure of Financial Interest in the Vendor**

**a.** If any officers or employees of HCC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**b.** For each individual named above, show the type of ownership/distributable income share:

- Ownership interest of at least 10% ( \_\_\_\_\_ )
- Ownership interest of at least \$15,000 or more of the fair market value of vendor ( \_\_\_\_\_ )
- Distributive Income Share from Vendor exceeding 10% of individual's gross income ( \_\_\_\_\_ )
- Real property interest with fair market value of at least \$2,500 ( \_\_\_\_\_ )
- Person related within the first degree of affinity to individual has the following ownership or real property interest in Vendor ( \_\_\_\_\_ )
  - 1. Ownership interest of at least 10%
  - 2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
  - 3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income
  - 4. Real property interest with fair market value of at least \$2,500 ( \_\_\_\_\_ )
- No individuals have any of the above financial interests (If none go to Section 4) ( \_\_\_\_\_ )

sole proprietorship \_\_\_ stock \_\_\_ partnership \_\_\_  
 other (explain): \_\_\_\_\_

**c.** For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or

subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here (\_\_\_).

HCC Office of Systemwide Compliance Conflict of Interest Disclosure Page 2

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

the percent of ownership \_\_\_\_\_ %, or  
the value of ownership interest \$ \_\_\_\_\_ .

**Section 2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes \_\_\_\_\_ No \_\_\_\_\_

---

---

---

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes \_\_\_\_\_ No \_\_\_\_\_

---

---

---

**Section 3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other HCC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

---

---

---

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

---

---

---

**Section 4- Other Contract and Procurement Related Information**

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your bid, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

---

---

---

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

---

---

---

This disclosure is submitted on behalf of:

---

(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my bid, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by HCC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

*Balance of page intentionally left blank.*

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: BIDDER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

For assistance with completing this form, please contact the **Office of Systemwide Compliance** at (713) 718-2099

State of \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public for the State of: \_\_\_\_\_

**ATTACHMENT NO. 6  
PROPOSAL CHECKLIST**

**Project Title: Bond Construction Manager at Risk Services**  
**Project No.: RFP 14-04**

	<b>1.</b> One (1) complete original printed signed and notarized (where applicable) proposal in accordance with Section I.5 and Section IV
	<b>2.</b> One (1) complete electronic copy of original proposal in accordance with Section I.5 and Section IV
	<b>2.1.</b> Cover
	<b>2.2.</b> Tab 1 – Firm’s Profile and Overview
	<b>2.3.</b> Tab 2 – Firm’s Demonstrated Qualifications and Project Experience
	<b>2.4.</b> Tab 3 – Demonstrated Qualifications of Personnel and Team
	<b>2.5.</b> Tab 4 – Construction Management Experience
	<b>2.6.</b> Tab 5 – Past Performance References
	<b>2.7.</b> Tab 6 – Safety Plan
	<b>2.8.</b> Tab 7 – Small Business Practices
	<b>2.9.</b> Tab 8 – Business Relationship Strength
	<b>2.10.</b> Tab 9 – Firm’s Financial Status
	<b>2.11.</b> Attachment No 1 – Proposal/Contract Award Form (signed and notarized)
	<b>2.12.</b> Attachment No 2 – Determination of Good Faith Effort Form (signed)
	<b>2.13.</b> Attachment No 3 – Proposer’s Certifications (signed and notarized)
	<b>2.14.</b> Attachment No 4 – Conflict of Interest Questionnaire (signed)
	<b>2.15.</b> Attachment No 5 – Financial Interests and Potential Conflicts of Interests (signed and notarized)
	<b>2.16.</b> Sealed Price Proposal Form – <u>separate and sealed</u> in accordance with Exhibit 2 for each of the projects as noted in Section II.B – Scope of Services (signed)
	<b>2.17.</b> Indicate number of Sealed Price Proposal Form(s) submitted as part of your response to this RFP

**NOTE:** This Checklist is intended to serve as an aide and general reminder of the requirements of this RFP for the benefit of the Proposer. It is the complete responsibility of the Proposer to review this RFP, be familiar with the requirements of the RFP and include all required response sections, supporting attachments, forms and other information in support of your proposal in accordance with this RFP in its entirety.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title