



REQUEST FOR PROPOSALS # 232

Blinn College District invites qualified firms to submit Proposals for:

CONSTRUCTION MANAGER AT RISK SERVICES
Academic Building – Blinn-Waller/Harris County Campus

Proposals will close on:

February 27, 2025 @ 2:00 PM C.S.T.

Sealed Proposals must be submitted to the following location with the RFP # in the lower left corner of the envelope.

Vendors are encouraged to register and submit proposals through the Blinn College District E- procurement site: <https://blinn.ionwave.net/Login.aspx>

Faxed and e-mailed proposals will not be accepted.

Mail Proposals to:
Blinn College District Purchasing
902 College Avenue
Brenham, Texas 77833

Deliver Proposals to:
Blinn College District Purchasing
Old Main – 806 College Avenue, Room 207
Brenham, Texas 77833

RFP # 232

Construction Manager at Risk Services – Academic Building, Blinn–Waller/Harris County Campus

Proposals that arrive after the closing date and time will be rejected. Time/date stamp clock in the Purchasing Department shall be the official time of receipt. Responses received in the Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Mailing of a Proposal does not ensure that the RFP will be delivered on time or delivered at all. The proposer (not the college mail system) is solely responsible for ensuring the RFP is received prior to the closing date and time. **Delivery to any other campus location or any other department is unacceptable.**

Blinn College District reserves the right to reject any and/or all RFP's, to award contracts as may appear advantageous to the Blinn College District, and to waive all formalities in offering.

Ross Schroeder – Director of Purchasing

Blinn College District, a Junior College District of Washington County is receiving proposals for Construction Manager at Risk services for the construction of an Academic Building at the Blinn-Waller/Harris County Campus in Waller, Texas. The selection of the Construction Manager-at-Risk will be in compliance with the provisions of the Texas Educational Code Section 44.031 and consist of the one-step process set forth in Section 2269 of the Texas Government Code.

A Pre-proposal meeting is scheduled for February 13, 2025, at 1:30 PM. The meeting will be held in Multi-Purpose Room 105, Science, Technology, Engineering and Innovation building, 900 Prairie Lea St., Brenham, TX 77833.

1. Response to Request for Proposal

Respondents are required to provide detailed written responses to this RFP no later than **February 27, 2025 @ 2:00 PM C.S.T.** Responses must be delivered to the Blinn College District, Purchasing Department, located in Old Main, 806 College Avenue, Room 207, Brenham, TX 77833. Responses may also be submitted through Blinn College's E-procurement site at <https://blinn.ionwave.net/Login.aspx>. Responses received after this date will not be considered or accepted.

Written responses shall address each requirement identified in this RFP. Failure to provide all requested information may be considered an incomplete response. Blinn College District reserves the right to reject any or all proposals and to accept any proposal deemed as providing the best value to the Blinn College District. Blinn College District shall short list the respondents based on the information provided, and follow-up with an interviewing process prior to beginning contract negotiations with the respondent deemed to offer the best value.

Respondents are required to submit an electronic copy via USB flash drive or through the Blinn College E-procurement site. The electronic file shall be in one (1) pdf file. The pdf file shall be titled "RFP 232 Submission – *Firm Name*". The general format of this file should be: Cover Page; Letter of Interest; Table of Contents; Section 1 – Qualifications, Experience, and Reputation; Section 2 – Safety Record and Plan, Section 3 – Proposed Lead Personnel; Section 4 – Ability to Meet Project Completion Timeline; Section 5 – Required Forms; Section 6 – Fee Proposal Form. All pages within the pdf file shall be 8 ½" x 11", portrait format. The response shall be a maximum of 45 pages in length. Respondents may also submit (1) printed copy in a bound format (not a three-ring binder). Do not include preprinted materials or attachments.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed.

Proposals and any other information submitted by respondents in response to this RFP shall become the property of the Owner.

The Owner will not compensate respondents for any expenses incurred in the Proposal's preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Proposals at their own risk and expense.

Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner.

The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner 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 when deemed to be in the Owner's best interest.

Proposals shall consist of answers to questions identified in Section 3 of the RFP, required forms, and fee proposal form. It is not necessary to repeat the question in the Proposal; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposal.

Questions regarding the project and this Request for Proposals are to be directed to:

Ross Schroeder
Blinn College District
Director of Purchasing
902 College Ave.
Brenham, Texas 77833
Phone: 979-830-4118
Email: ross.schroeder@blinn.edu

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RFP #232 Calendar

Date/Time	Action
February 4, 2025	Advertisement
February 11, 2025	Advertisement
February 13, 2025, 1:30pm	Pre-Proposal Meeting: Blinn-Brenham Campus Science, Technology, Engineering, and Innovation Building 900 Prairie Lea St., Multi-Purpose Room 105 Brenham, TX 77833 CLICK HERE FOR CAMPUS MAP
February 18, 2025, 5:00 pm	Last day and time to submit email inquires Submit to: ross.schroeder@blinn.edu
February 21, 2025	Addenda issued, if any, communicated by e-mail and the Blinn College E-procurement site.
February 27, 2025, 2:00 pm	Deadline for Submission Blinn College District Purchasing Attn: Mr. Ross Schroeder, Director of Purchasing 902 College Ave. Brenham, Texas 77833 CLICK HERE FOR CAMPUS MAP
March 7, 2025	Notify shortlisted firms for presentation interview
March 20 th -21 st , 2025	Presentations from Selected Firms (Location and Time: T.B.D.)
March 28, 2025	Submit Agenda Item to Administration
April 8, 2025	Recommendation of selected firm to the Board of Trustees for approval

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2. Scope of Work

Project Name: Academic Building – Blinn-Waller/Harris County Campus

Proposed Delivery Method: Construction Manager at Risk (CMAR)

Type of Project: New Construction

Project Location: Blinn College District, Blinn-Waller/Harris County Campus,

29638 FM 2920, Waller, TX 77484 ([link to pinned google map](#))

Budget: Approximately \$51,000,000 (amount available for construction including contractor's and owner's contingencies)

The scope of work relative to this RFP submission includes the following:

1. Construction of the initial site development for the Blinn-Waller/Harris County Campus
 - a. The City of Waller will provide utilities to the South-West property line of the campus.
2. Construction of an approximately 87,000 sq. ft., 4-story academic building.
3. Construction of associated parking lots and private drives.
4. Construction of the necessary detention for the academic building

Project Schedule:

The anticipated project milestones are as follows:

- **November 2024:** Board Authorization to Seek RFQ's for Architectural Services and to Seek RFP's for CMAR services
- **February 2025:** Board Authorization to Negotiate and Execute a contract for Architectural Services.
- **April 2025:** Board Authorization to Negotiate and Execute a contract for CMAR Services.
- **November-December 2025:** Board Authorization to Execute a GMP
- **June 2027:** Substantial Completion
- **August 2027:** Blinn Occupancy

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3. Evaluation Criteria and Selection Process

Proposals Evaluation Criteria and Requirements

All proposals will be evaluated based on the criteria listed below by the evaluation committee. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFP; beneficiaries and /or users of the RFP's subject matter; and individuals who provide a diversity of experience within the Blinn College District. The top scoring firms will be selected to participate in the interview process.

Proposals Evaluation Criteria

Criteria	Max. Score
Qualifications, Experience and Reputation (Company Profile, Relevant Project Experience, Client References, Quality Control Program)	20
Safety Record and Plan	10
Proposed Lead Personnel	20
Ability to Meet Project Completion Timeline	20
Proposal Cost (Fees and General Conditions) see attached Exhibit A – Fee Proposal Form	25
Completeness and Thoroughness of Proposals	5
TOTAL MAXIMUM PROPOSAL SCORE	100

The following information is required to be included in the RFP responses. The descriptions below correspond with the scoring factors outlined above.

1. Qualifications, Experience, and Reputation

A. Provide your company profile:

- i. Company history
- ii. Company principals
- iii. Number of employees
- iv. Annual revenues
- v. Date the company was established
- vi. Any lawsuits/liens within the past five years in accordance with the format included in this RFP.

B. Provide a list of five (5) projects involving development, new construction or major renovation of athletic/intramural facilities and playing fields ranging in size from \$20,000,000-\$40,000,000 for which the respondent provided construction manager at risk services. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- i. Project name, location
- ii. Project size (building size and/or development area), cost, year completed
- iii. Project overview/description including any unique development/construction characteristics
- iv. Listing of all major subcontractors and services provided for the project (Concrete, Masonry, Steel, Roofing, Curtainwall/Windows, Doors, Finishes, Specialties, Fire Suppression, Plumbing, HVAC, Electrical, Data/Communications, Earthworks, Utilities, Landscaping, Academic/Lab Specialties)
- v. Name of Project Executive
- vi. Name of Project Estimator

- vii. Name of Project Manager
- viii. Name of Assistant Project Manager (if applicable)
- ix. Name of the Project Superintendent
- x. Name of QA/QC Manager
- xi. The Client's name and contact information as a reference. References shall be considered relevant based on specific project participation and experience with the Respondent. Blinn College District may contact references during any part of the process.

C. Relevant Client References – Provide three (3) references of completed projects within the last five (5) years which are similar/relevant to the project under this RFP in accordance with the format included in this RFP

D. Quality of Goods/Services:

- i. Provide your Quality Control Plan that will be implemented and utilized on this project to ensure the delivery of quality goods and services, the schedule/timeline and budget are met and that all issues will be handled in a prompt, professional manner.
- ii. Provide information on the project management software that the respondent proposes to use for the project; to include name/version of the software, functions available/used by the respondent (document organization, submittal tracking, as-builts, close-outs, etc...), access availability for design team and owner's representative.

2. Safety Record and Plan

- A. Provide your Experience Modification Rating (EMR) and annual construction man-hours.
- B. Specify the project portion that your firm proposes to self-perform.
- C. Provide a synopsis & table of contents of your company's Safety Plan.

3. Proposed Lead Personnel

- A. Provide a list of all your proposed personnel indicating the position they will hold within the project and their years of experience as it relates to this project.
- B. Provide an organization chart that depicts all your lead personnel. Include current domicile location for each person and employment duration with the firm.
- C. Provide resumes for all your lead personnel.
- D. Indicate where the office providing the services under this RFP is located.
- E. Indicate if any of the lead personnel are in a different office and the location of that office.

4. Ability to meet Project Completion Timeline

- A. Indicate in a brief paragraph whether your company can meet the project timeline as specified under this RFP.
- B. Provide an overview of the approach and methodology that will be followed to accomplish the project's timeline. Describe your process for preconstruction services to include constructability review and active cost estimating. Describe your process for project bidding/buyout and

assurance that all project scope is captured. Describe your process for project timeline management and the use of project management software. Describe your process for project completion and close-out.

C. Provide a detailed schedule of how the project will be accomplished.

5. Proposal Cost – see attached Exhibit A – Fee Proposal Form

A. Pre-Construction Fee

B. Construction Phase Fee, i.e., CM Fee

C. Partial General Conditions Fee

D. Contingencies and Savings Disposition

6. Completeness and Thoroughness of Proposal Package:

A. RFP submittal packet must be clear, concise and easy to follow.

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Presentation Evaluation and Selection Process

The top ranked firms from the proposal evaluation criteria will be asked to present their proposal. The evaluation criteria and weight factors listed below will be used in the interview. The cumulative scores from Proposal Evaluation Criteria and Presentation Evaluation will be used to select top ranked firm.

Presentation Evaluation Criteria

Criteria	Multiplier of Proposal Score	Max. Score
Presentation of Qualifications, Experience and Reputation (Company Profile, Relevant Project Experience, Client References, Quality Control Program)	1-5	100
Presentation of Safety Record	1-5	50
Presentation of Experience of Proposed Lead Personnel	1-5	100
Presentation of Ability to Meet Project Completion Timeline	1-5	100
Completeness and Thoroughness of Qualifications	1-5	25
TOTAL MAXIMUM PRESENTATION SCORE		375

The evaluation committee will utilize the information provided in qualification evaluation criteria. However, the following additional information is required to be provided along with the presentation evaluation criteria.

1. Financial Position

- a) Financial statements will be required from the companies selected for the interview process. These companies will be required to bring one (1) copy of their most recent audited financial statements to their interviews. (If a request for public information/Freedom of Information Act (FOIA) is made, firms will be contacted prior to release of information. Blinn College District's legal department reviews all FOIA requests to assure compliance, while also meeting any confidentiality requirements.)

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4. TERMS, CONDITIONS AND AGREEMENTS

1.000 ANNULMENTS AND RESERVATIONS:

- 1.001 Blinn College reserves the right to reject any and all bids and waive any and all formalities and conditions. The College reserves the right to retain all bids received for 30 days prior to taking any action and vendors shall not withdraw their bid at any time thereafter. Blinn College shall accept the bid determined by the College to be in its best interest. It is not the intent of any condition or specification in the RFB to prohibit any responsible vendor from submitting a bid.
- 1.002 This Request for Bid is not construed as a CONTRACT or a COMMITMENT of any kind. The request for bid does not commit Blinn College to pay for any costs incurred in the preparation and submission of specifications or for any costs incurred prior to the execution of a final offer.
- 1.003 Blinn is not obligated to purchase any item or service, if funds are not allocated by the Grant, legislative session or the Board of Trustees.

2.000 VENDOR'S OBLIGATIONS:

- 2.001 Substitutions will not be allowed after a bid has been submitted for review and will not be delivered instead of the item bid, unless the item is of a higher quality than the item specified and approved by the Director of Purchasing.
- 2.002 Any item that does not perform or meet the specifications or warranty, or as claimed by the vendor, will be replaced at no cost to the College.
- 2.003 Any specification a vendor may not agree with must be submitted in writing to the Purchasing Office four (4) days in advance of the bid closing date.
- 2.004 Prompt payment discounts shall be listed on the bid form.
- 2.005 In bidding, give complete information in spaces provided; otherwise, your bid offer may not be given consideration. All bid offers must be signed to be considered.

3.000 AWARD DETERMINATION / OBLIGATIONS BY THE COLLEGE:

- 3.001 Blinn College will award this service to the vendor providing the best value as it deems to be in the best interest of the college.
- 3.002 In determining to whom to award a contract, the district shall consider the cumulative score as outlined in the evaluation criteria and selection process.
- 3.003 The College may make such investigations, as it deems necessary, to determine the ability of the vendor to provide satisfactory performance in accordance with the specifications. The vendor shall furnish to the College all such information and data for this purpose as the College may request.

4.000 INTERPRETATIONS OF THE SPECIFICATIONS:

- 4.001 Only the interpretation or correction so given by the College, in writing, shall be binding and prospective vendors are advised that no other source, outside of the college, is authorized to give information concerning, explain or interpret, the bid document.

4.002 Every request for such interpretation or correction must be in writing to the Director of Purchasing. All such interpretation and supplemental instructions will be in the form of written addenda to the bidding documents prior to the bid opening. Your questions concerning the bid specifications must be submitted in writing. We will return a written answer to your company.

5.000 **DELIVERY:**

5.001 Delivery of equipment and services must be made by the successful vendor to:

Blinn College
902 College Avenue
Brenham, Texas 77833

5.002 No allowance for loss, breakage, damage or difficulties shall be made.

6.000 **BILLING AND PAYMENT/DISCOUNTING:**

6.001 All invoices are to be submitted and mailed or emailed to:

Blinn College
Attn: Accounts Payable – accounts.payable@blinn.edu
902 College Avenue
Brenham, Texas 77833

6.002 Unless otherwise stated on the purchase order, payment will be net thirty (30) days after receipt of a correct invoice. If a cash discount is allowed for prompt payment, please indicate on the invoice. Partial payments may be paid if partial shipments have been made. Any penalty for delayed payment must be stated on the invoice.

7.000 **TAX EXEMPTIONS:**

7.001 Prices Bid SHALL NOT INCLUDE FEDERAL EXCISE OR STATE SALES AND USE TAXES as the COLLEGE is exempt from the payment of these taxes. Exemption Certificates for the Federal Excise Tax and State of Texas Sales Tax will be furnished upon request.

8.000 **PRICE QUOTATIONS:**

8.001 Lump sum price. The unit price shall include all costs of labor, profit, insurance, FOB freight, etc. to make operational and cover all work outlined in the specifications of this project.

8.002 Bids must be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

9.000 **RIGHT OF VENDOR SELECTION:**

9.001 You are notified that although the College is required to submit purchases of all contracts of \$50,000 to competitive bidding, it is not required to accept the lowest bid. In such purchasing the lowest bid may be rejected if the College, in the exercise of its best judgment, feels that the bid of one other than the low bidder will best serve the interest of the College.

9.002 Blinn College reserves the right to accept or reject any or all bids in its entirety and/or waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer' silence imply any acceptance or rejection of any quotation offer.

10.000 **REFERENCES:**

10.001 Please provide educational references in addition to non-educational references.

11.000 CONFLICT OF INTEREST:

11.001 No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171 and Chapter 176.

12.000 ETHICS:

12.001 The vendor shall not accept or propose gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Blinn.

12.002 House Bill 1295

Effective January 1, 2016, Blinn College shall comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, contracts for goods or services which require an action vote by Blinn's governing body may not be executed by the college until the awarded vendor presents a signed and notarized form disclosing the interested parties to the contract. The awarded vendor will be required to complete the form prior to execution of the contract. If the awarded vendor does not comply, the award may be revoked. The filing application and information can be accessed at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

13.000 STATE LAW REQUIREMENTS:

13.001 This agreement will be governed and construed according to the laws of the State of Texas.

VENUE The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise shall be in "Washington County", Texas

13.002 All equipment and services furnished under this contract shall comply with applicable laws, ordinances and regulations. The bidder shall give all notices and comply with all laws, ordinances, rules and regulations, and without such notice to the authorized Owner's representative, the bidder shall bear all costs arising there from.

13.003 On May 30, 1995, Governor, George Bush, signed Senate Bill 1. It became effective on the day he signed it. The following is a requirement included in this law. It is mandatory that the College must include this in all Bids. Each vendor must respond to this section of the law.

Section 44.034 TEC. Notification of Criminal History of Contractor. (This section does not apply to a publicly held corporation).

(a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony.

The school district must have advance notice that a person, owner, or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

13.004 **State of Texas Government Code Chapter 176 –**

Vendors submitting a response to a Blinn College RFB/RFP are responsible for complying with all applicable laws, ordinances and regulations including the provisions of the State of Texas Government Code Chapter 176. As applicable, the person submitting a response to an RFB/RFP must complete and submit a Conflict-of-Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. This form is to be included with your bid. A copy of the CIQ form can be found at the Texas Ethics Commission Web site.

14.000 UNIFORM & COMMERCIAL CODE:

14.001 This writing and subsequent interview information given and forward to the College shall be a sole and final expression of the agreement between the College and the vendor and is intended also as a complete an exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.

14.002 This agreement shall be governed by the laws of the State of Texas. By submitting a signed bid, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, and certifies that the company complies with equal employment opportunity regulations.

15.000 ENTIRE AGREEMENT

15.001 This bid document, the authorized purchase order, and/or a signed contract constitute the entire agreement. No other document will prevail.

16.000 CANCELLATION

16.001 Blinn College shall have the right to cancel for default all or any part of the undelivered portion of this contract if the Awarded Vendor breaches any of the terms hereof including warranties as bid or if the Awarded Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Blinn College may have in law or equity.

Questions should be referred to:

Ross Schroeder, Director of Purchasing

Blinn College

902 College Ave

Brenham, TX 77833

(979) 830 4118

e-mail: ross.schroeder@blinn.edu

5. REQUIRED FORMS

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Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44,034, Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a College must give advance notice to the College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

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

COMPANY NAME: _____

AUTHORIZED PRINTED NAME: _____

Title: _____

Check the appropriate box and sign the form.

My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

AUTHORIZED SIGNATURE:

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

AUTHORIZED SIGNATURE:

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

Name of Felony: _____

Details of Conviction(s) _____

AUTHORIZED SIGNATURE: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

VENDOR CERTIFICATION FORM

1. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment or an offer of employment in connection with or arising from this RFP or subsequent contract.
2. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas "Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict-of-Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. A copy of the form can be found below or at the Texas Ethics Commission web site <http://www.ethics.state.tx.us/forms/CIQ.pdf>
3. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:
Address _____

Or Number of Employees that reside in Texas: _____

4. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:

No, Vendor is not currently debarred, suspended or otherwise ineligible.
 Yes, Vendor is currently debarred, suspended or otherwise ineligible.

5. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.
6. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

VENDOR CERTIFICATION. The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project, and is in all respects fair and without collusion, fraud or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the Company in whose name the proposal is entered.

Submitted this _____ day of _____, 2017 by and for the Company identified as follows:

Signature: _____

Printed Name: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity (Declarat)

Must file online at www.ethics.state.tx.us/File

**RFP 232 - CMAR SERVICES FOR:
SPORTS AND INTRAMURAL ZONE
BRENHAM CAMPUS
FEE PROPOSAL FORM**

1. PRECONSTRUCTION FEE:

For all preconstruction services outlined in Attachment A: AIA Document A133-2019, the lump sum amount of _____ Dollars (\$_____). Said fee shall include personnel expenses, project estimates, preliminary project schedule, phasing plans, value analysis and constructability reviews of plans and specifications, overhead and profit.

2. CONSTRUCTION PHASE FEE, i.e., CM FEE:

For overhead and profit, a sum equal to percent (_____ %) of the cost of the work. *Expenses related to the Office Project Manager, Home Office Personal Assigned to the Project, and Secretarial Support should be included as part of the Overhead and Profit Fee.*

3. PARTIAL GENERAL CONDITIONS FEE: (based on current project assumptions, general conditions fees shall be finalized in the GMP process)

For construction phase services, the lump sum amount of _____ Dollars (\$_____), itemized as follows:

- a) *Estimated On-site Personnel, including Employee Benefits and costs associated as labor burden components not specifically itemized hereafter, refer to articles 7.2.2 and 7.8.1 of AIA Documents A133-2019*

\$ _____ (itemized below)

CMaR shall provide an itemized list of on-site personnel by job title, monthly rate, estimate months on-site, total, and name of individual.

- i. Project Manager\$ _____ / Month x ___ months
= \$ _____ Name: _____
- ii. Assistant Project Manager ...\$ _____ / Month x ___ months
= \$ _____ Name: _____
- iii. Superintendent.\$ _____ / Month x ___ months
= \$ _____ Name: _____
- iv. Assistant Superintendent. ...\$ _____ / Month x ___ months
= \$ _____ Name: _____

- v. QA/QC Manager.....\$ _____ / Month x ___ months
= \$ _____ Name: _____
- vi. Project Engineer.\$ _____ / Month x ___ months
= \$ _____ Name: _____
- vii. Other (please specify below)
 - _____ ...\$ _____ / Month x ___ months
= \$ _____ Name: _____
 - _____ ...\$ _____ / Month x ___ months
= \$ _____ Name: _____
 - _____ ...\$ _____ / Month x ___ months
= \$ _____ Name: _____

b) Estimated Mobilization Costs *including Job Office Rental, Storage Trailer Rental, Haul and Set-up Trailers*

\$ _____

c) Estimated Costs Incidental to Operation & Maintenance of Jobsite Office *including Supplies, Postage & Shipping costs, Utilities, Machines & Equipment, Telephones, Two-way Radios, First Aid Supplies*

\$ _____

d) Estimated Other Incidental Project Cost not included as a part of contractor's overhead & profit, *including drug screens, fuel and maintenance for vehicles, progress schedules, data processing/accounting/audit fees, printing shop and record drawings, construction layout and associated survey fees, project sign, design fee for SWPP and NOI, dumpsters, portable toilets, final construction cleaning, temporary controls for construction security such as barricades and fencing, OSHA requirements, temporary utilities, building permits & inspection cost, and O&M manuals, warranties, and other project closeout requirements.*

\$ _____

e) Estimated Insurance Requirements \$ _____
- Refer to Attachment A: Exhibit B: AIA133-2017 Insurance and Bonds

f) Estimated Performance and Payment Bond \$ _____
- Refer to Attachment A: Exhibit B: AIA133-2017 Insurance and Bonds

4. CONTINGENCY AND SAVINGS DISPOSITION: (based on current project assumptions, contingencies shall be finalized in the GMP process)

i. Indicate the anticipated percentage of contractor's construction contingency based on the design document stage at the time of GMP:

a. GMP at Design Development Documents: _____

b. GMP at 50% Construction Documents: _____

c. GMP at 95% Construction Documents: _____

d. List any additional contractor contingency categories and anticipated percentages that may be customary for the firm.

ii. Savings: Describe your firm's concept for the disposition of savings realized during construction. Is the full amount returned to the owner?

iii. Contingencies: Describe your firm's concept for cost contingencies during the project. What is your firm's concept for the disposition of contingency funds after the completion of the project?

5. ACKNOWLEDGEMENT OF ADDENDA:

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid.

Addenda No. ____ Dated _____

Addenda No. ____ Dated _____

By submitting a proposal, the respondent acknowledges that they have reviewed Attachment A – Blinn College District Standard Contracting Documents and agree with these documents, allowing for the completion of project specific information.

Name of Proposer:

Address:

Telephone: _____

Email: _____

Title: _____

Authorized Signature: _____

Date: _____

**ATTACHMENT A – BLINN COLLEGE DISTRICT
STANDARD CONTRACTING DOCUMENTS**

1. AIA Document A133-2019 – Standard Form of Agreement Between Owner and Construction Manager as Constructor
2. AIA Document A133-2019 Exhibit A – Guaranteed Maximum Price Amendment
3. AIA Document A133-2019 Exhibit B – Insurance and Bond
4. Exhibit C – Blinn College District Addendum to AIA Contracts
5. AIA Document A201-2017 General Conditions of the Contract for Construction
6. Exhibit D – Blinn College District Supplementary Conditions

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