

REQUEST FOR PROPOSALS

**Construction Manager-at-Risk
(One Step Process)**

Project:

**Panola College
New Technology Building**

Due: May 23, 2022 by 2:00 P.M. (CST)

**Panola College
Magnolia Room, Miller Administration Bldg.
1109 West Panola
Carthage, Texas 75633**

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1109 West Panola
Carthage, Texas 75633**

NOTICE

Panola College (the College) is soliciting proposals for a Construction Manager-at-Risk (One-Step Process) as defined in Texas Government Code 2269 for its NEW TECHNOLOGY BUILDING. Proposals shall be submitted in an envelope labeled with the vendor's name and address and sent to the offices of the College at:

Panola College
1109 West Panola
Carthage, Texas 75633
Attn: Alan Howard

Proposals will be received on a continual basis at the above address until 2:00 PM (CST) May 23, 2022. Proposals received by hand delivery or mailed after the stated due date and time will remain unopened and deemed unacceptable.

Specific proposal instructions, anticipated project scope and general terms and conditions may be accessed starting on Wednesday, May 4, 2022, at <https://www.panola.edu/about/fiscal-services>. Specific obligatory contract terms and conditions will be negotiated with the selected offeror.

**PANOLA COLLEGE
NEW TECHNOLOGY BUILDING
RFP - Construction Manager at Risk**

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I. GENERAL INFORMATION

Construction Manager at-Risk

Pursuant to the applicable provisions of Chapter 2269 of the Texas Government Code, Panola College (the College) is requesting proposals in order to select a Construction Manager-at-Risk (CMAR) using the One Step Process, as defined, for construction of a New Technology Building to be located on its main campus. The selected CMAR will serve as the general contractor to assist the College and its Architects with cost estimating, value engineering, constructability reviews and scheduling during the design and construction documentation phases. The CMAR will further assume the risk for construction, rehabilitation, alteration or repair for the Project at a Guaranteed Maximum Price.

Architect – Corgan Associates

Project Summary – The project consists of construction of a New Technology Building (the Project) of approximately 28,000 Gross Square Feet (GSF) in one story of metal and/or masonry construction. The Project consists of classrooms, shop spaces and supporting spaces. Additionally, the Project includes site elements such as parking, driveways, utilities, drainages and other scope items needed to integrate the Project into the campus infrastructure. Preconstruction services are anticipated to begin in June, 2022, with preliminary substantial completion anticipated in October, 2023, subject to review and finalization during preconstruction.

The College anticipates using AIA document A133-2009 as the core construction contract document with the CMAR. The College anticipates the general form of the General Conditions document will be AIA A201 General Conditions-2007 Edition. These forms may be modified and/or amended as negotiated by the eventual CMAR and the College. The College has an expectation that the eventual CMAR will negotiate in good faith with the College toward the execution of these contracts.

II. PROPOSAL INSTRUCTIONS

1.1 RECEIPT AND OPENING OF PROPOSALS

A. SUBMISSION OF PROPOSALS:

Each offeror must submit complete RFP Documents to:

Panola College
Attn: Alan Howard
1109 West Panola
Carthage, Texas 75633

Proposals shall be received no later than Monday, May 23, 2022 at 2:00 PM (CST) (the Deadline).

All envelopes containing proposals shall be marked with: "Construction Manager-at-Risk – Panola College Offices." Proposals arriving after the deadline will be returned unopened to offeror. The College reserves the right to accept or reject any proposal and to waive any informality for any reason it deems appropriate.

B. OFFEROR'S INFORMATION:

1. Include the name and address of the offeror.
2. Provide the duration of time and extent of experience as a CMAR.
3. Provide a list of similar operations and locations where your company has provided similar services.
4. Provide financial statements to facilitate assessment of capabilities relative to the Project's financial requirements.
5. Provide offeror's record of job safety and environmental law conformity.
6. Provide a list of company references for whom you have performed CMAR functions.
7. Confirm that your organization is legally qualified to conduct business and indicate registration or license numbers in the jurisdiction of the Project.
8. Provide any judgements, claims, arbitration or pending litigation cases in which your company is named.
9. Please provide the name and address of your surety bonding company.

1.2 PROPOSAL REQUIREMENTS

A. DOCUMENTS:

Offeror should include the fee structure it intends to charge for any of the items listed on Attachment 1 contained herein. ***Offeror should initial and date each page of this packet and submit the entire packet to the College, including the completed Attachment 1.***

B. ETHICS:

The offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the College.

C. INDEMNIFICATION:

Offeror shall defend, indemnify and hold harmless the College and Architect and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property arising out of the award of the contract or on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from this RFP.

D. COMPLIANCE:

Proposal(s) must comply with all Federal, State, County and local laws.

1.3 PREPARATION OF PROPOSAL

- A. Make Proposal in name of principal and if co-partnership, list names of all parties.
- B. Give offeror's complete address.
- C. If proposal(s) are submitted by an agent, provide satisfactory evidence of agency authority.
- D. Complete all price data using the numerical and language form for the numbers.
- E. Submit Proposal in sealed envelope complete with name and address of offeror.
- F. If forwarded by mail, enclose sealed envelope containing proposal in another envelope addressed as indicated.
- G. Proposal(s) must be received by the Deadline.

1.4 BOND CAPACITY

- A. Offeror must demonstrate to the College that it can secure required bonds issued by a corporate surety company authorized and licensed in the State of Texas. Bonds must contain wording acceptable to the College.

1.5 WITHDRAWAL OR REVISION OF PROPOSAL

- A. Proposal may be withdrawn or revised prior to the Deadline under the following terms:
 - 1. Offeror may, without prejudice to himself, withdraw Proposal after it has been deposited, provided request for such withdrawal is received in writing before the Deadline.
 - 2. No Proposal may be withdrawn after the Deadline.

3. Any interlineation, alteration, or erasure made before the Deadline must be initialed and dated by the signer of the proposal, attesting to its authenticity.

1.6 NON-RESPONSIVE PROPOSAL

- A. Proposal(s) are considered NON-RESPONSIVE and may be rejected for the following reasons unless otherwise provided by law:
 1. If there are unauthorized additions, conditional proposals, or irregularities of any kind which may tend to make Proposal incomplete, indefinite, or ambiguous.
 2. If offeror adds any provisions reserving right to accept or reject any award, or to enter into Contract pursuant to an award.
- B. The College reserves right to reject any or all Proposals and to waive irregularities or informalities as may be deemed in the College's interest.

1.7 INSURANCE REQUIREMENTS

The successful offeror will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. The College requires that offeror's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The College reserves the right to require higher limits of coverage depending on the size, scope and nature of the contract. The College must be named as an additional insured.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employer's Liability	\$1,000,000 each accident \$1,000,000 disease each employee
3. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Products-completed operations	\$2,000,000 aggregate
Personal and advertising injury	\$1,000,000 per occurrence
Medical payments	\$5,000
4. Business Automobile Liability	\$1,000,000 combined single limit
5. Contractual Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate

6. Umbrella/Excess Liability \$10,000,000 minimum amount

(Property damage deductible not to exceed \$10,000 per occurrence).

1.8 METHOD OF AWARD

A. CRITERIA AND WEIGHTING OF CRITERIA:

Evaluative criteria will have the following weights assigned to rank proposals:

- | | |
|-----|---|
| 40% | Offeror's previous relationship with the College, including Offeror's demonstrated competence and qualifications to perform |
| 30% | Responses from references provided by Offeror |
| 20% | Offeror's proposed fee structure |
| 10% | The College's assessment of the Project Team, Project Manager, and Field Superintendent assigned to the Project. |

Using these criteria and weights, the College will evaluate and rank proposals to determine the offeror that represents the best value to the College. The College reserves the right to accept or reject any proposal and to waive technicalities and informalities, and to be the sole judge of quality.

B. MINIMUM STANDARDS FOR RESPONSIBLE OFFERORS:

Offerors are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:

1. Have adequate financial resources;
2. Be able to comply with the required or proposed schedules;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

The College may require other information sufficient to determine offeror's ability to meet these minimum standards listed above.

- C. In addition to requirements of the Proposal Documents, the College may require additional information to establish responsibility of offeror. The College may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Project and substantial data to determine their qualifications and experience. If requested, offeror must submit all data to the College. The College may also consider and use as part of the evaluation, the operating

costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted in the Proposal Documents or prior to the award of Contract.

- D. The College may conduct such investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of offeror, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Project in accordance with the Proposal Documents to the College's satisfaction within the prescribed time.
- E. The College anticipates selecting an offeror within approximately thirty (30) days after the Deadline.

1.9 CONFIDENTIAL DATA

Any data that is to be considered as confidential in nature must be clearly marked as such by offeror and will be treated as confidential by the College subject to statutory state and federal public disclosure requirements.

1.10 ASSIGNMENT

A successful proposer shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the College.

1.11 VENUE

This agreement will be governed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

1.12 CONTRACT

The selected offeror will be expected to execute the standard AIA Document A133-2009 with Supplementary Conditions to the Standard Form of Agreement between the College and CMAR.

The selected offeror will be expected to execute the standard AIA Document 201-2007 with Supplementary Conditions to the Standard Form of General Conditions of the Contract for Construction.

III. SCOPE OF SERVICES/CONTRACT

Project Summary – Project Summary – The project consists of construction of a New Technology Building (the Project) of approximately 28,000 Gross Square Feet (GSF) in one story of metal and/or masonry construction. The Project consists of classrooms, shop spaces and supporting spaces. Additionally, the Project includes site elements such as parking, driveways, utilities, drainages and other scope items needed to integrate the Project into the campus infrastructure.

Preconstruction services are anticipated to begin in June, 2022, with preliminary substantial completion anticipated in October, 2023, subject to review and finalization during preconstruction.

Architect: Corgan Associates

Preconstruction Services: The CMAR will provide the following:

- a. Key project personnel shall attend regular meetings with the College and Architect to review project status and review and update the construction cost estimate.
- b. Consult with the College and Architect regarding site use and improvements, phasing of the various project issues, selection of materials, building systems and equipment.
- c. Provide recommendations on construction feasibility including estimates of alternative designs or materials, preliminary budgets and possible economies. CMAR will be required to submit written, detailed constructability reviews with each review set issued by the Architect.
- d. Prepare and routinely update a preliminary project schedule for the Architect's review and the College's approval.
- e. The CMAR shall coordinate and integrate the preliminary project schedule with the services and activities of the College and Architect. As design proceeds, the preliminary project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price (GMP) proposal.
- f. During the preparation of the Construction Documents, the CMAR shall update and refine the initial cost estimate a minimum of three (3) times. Written, formal constructability reviews are also needed with the estimate submission.
- g. The College will not proceed with projects until the cost estimate is within the pre-determined budget.
- h. If any estimate submitted to the College exceeds previously approved estimates, the CMAR shall make recommendations to the College and Architect to reduce the cost of the project.
- i. The CMAR shall recommend to the College and Architect a schedule for procurement of long-lead time items that will constitute part of the work as required to meet the project schedule.
- j. When the construction drawings and specifications are 90% complete, the CMAR shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the CMAR's Fee and General Conditions.
- k. This GMP will be generated prior to securing proposals from subcontractors. It is imperative that the CMAR issue carefully prepared, detailed and accurate cost estimates (minimum 3) as referenced in paragraphs "f" and "g" above.
- l. The CMAR will have full budgetary responsibility from the initial design phase through the establishment of the GMP. At the conclusion

of the preconstruction phase, the College and Architect shall evaluate the CMAR's Project estimates. If the CMAR raises the cost estimate beyond levels justified by scope changes and verifiable market conditions, the College may terminate the Construction Manager's services at the conclusion of the preconstruction services phase.

- m. Provide a GMP for the project.
- n. The CMAR shall publicly advertise for bids or proposals and in all material respects comply with Sections 2269.255 through 2269.257 Texas Gov't Code and College policies CF Local and CM local related to performance of the work.
- o. Questions may be submitted to Alan Moon via email at amoon@panola.edu by Friday, May 13, 2022. Email responses will be made the week of May 16, 2022.

IV. CONSTRUCTION PHASE SERVICES

A. Manage the GMP DOCUMENTATION, including:

- a. Detailed quantity surveys and pricing
- b. Procurement strategy and implementation
- c. Detailed bid package scope inclusions

B. Establish the BUDGET BY BID PACKAGE

C. Prepare detailed schedules derived from detailed quantities for each bid package to satisfy milestones.

D. SITE UTILIZATION STUDY:

- a. Coordinate mobilization and plan logistical requirements
- b. Determine project office and material staging locations.
- c. Establish ingress and egress rules
- d. Comply with security requirements of the College

E. CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:

- a. Conduct pre-award meetings
- b. Review schedule of values
- c. Review subcontractors' general conditions
- d. Review scope of work
- e. Identify shop drawing requirements
- f. Perform document review and specifications review
- g. Review contractors' personnel:
 - i. Project Managers
 - ii. Superintendents
 - iii. Foremen
- h. Implement Partnering Program if the College elects to do so
- i. Establish quality requirements and standards
- j. Review sequence and schedule
- k. Identify accounting requirements
- l. Review insurance and requirements

- m. Review safety and security requirements
- n. Recommend award of contracts

F. PREPARE AND ISSUE AS CMAR (or for the College):

- a. Contracts
- b. Rental agreements
- c. Budget adjustments for all transactions
- d. Computerized accounting for tracking and projections

G. PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS:

- a. Establish site organization, including work and storage areas
- b. Establish jobsite management organization and jobsite procedures
- c. Maintain daily log for jobsite record
- d. Provide general conditions work to meet project requirements
- e. Prepare and issue change orders and contracts
- f. Prepare subcontractor change orders and contracts
- g. Monitor construction cost and projections
- h. Prepare and maintain cash flow projection for the College
- i. Monitor and maintain quality control
- j. Shop drawing control
- k. Equipment and material control
- l. Provide and monitor overall progress and short interval scheduling
- m. Prepare billings and progress payments
- n. Conduct subcontractor coordination meetings
- o. Provide coordination between subcontractors
- p. Prepare and receive requests for information
- q. Prepare agendas and conduct weekly safety and progress meeting
- r. Prepare and distribute weekly safety and progress meeting minutes
- s. Establish subcontractors progress payment procedure for processing and payment
- t. Monitor subcontractor pay applications

H. MONTHLY REPORT:

- a. Summarize project financial status
- b. Review and summarize past month's construction performance
- c. Project the coming month's construction activities
- d. Present status report on change orders – delays and time extensions
- e. Identify problems that threaten construction quality, cost and schedule

I. PROVIDE CHANGE ORDER CONTROL:

- a. Implement system for change orders
- b. Allocate change order responsibilities
- c. Review change order requests from subcontractors
- d. Negotiate change orders with subcontractors
- e. Submit recommendations to the College

J. ESTABLISH A QUALITY MANAGEMENT PROGRAM:

- a. All members of the team participate in the quality control effort
- b. Project Scope Review:

- i. Intended purpose
 - 1. Are the project needs met?
 - 2. Existing conditions reviewed
 - 3. Future needs
 - c. Incorporate Restrictive Conditions in documentation to include:
 - i. Social environment, influence of neighbors, environmental impact
 - ii. Natural conditions, grounds and peripherals
 - iii. Research on legal requirements
 - iv. Research on existing structures, facilities
 - d. Review of Design Development for:
 - i. Complete construction documents in the order they are to be purchased and constructed
 - ii. Complete documents for pre-purchased equipment
 - iii. Design compatibility with future operation and maintenance
 - iv. Constructability
 - e. Coordinate schedule and assist independent testing and inspection agencies selected by the College, involving the following work:
 - i. Underground piping
 - ii. Soils
 - iii. Concrete
 - iv. Rebar
 - v. Miscellaneous steel
 - vi. Structural steel
 - vii. Mechanical systems
 - viii. Electrical
 - ix. Life safety systems
 - x. Energy management systems
 - xi. Others as required
 - f. Work with area superintendents of subcontractors
 - i. Prepare operations to minimize quality control problems
 - g. Require formalized quality management program from subcontractors:
 - i. Ensure conformance to project's quality standards previously established
 - h. Follow-up to assure correction of deficiencies on test reports

K. ACCOUNTING FUNCTIONS:

- a. Insurance requirements
- b. Schedule of values review
- c. Labor cost reports
- d. Material cost reports
- e. Unity cost reports
- f. Monthly detail cost sheet
- g. Monthly job costs
- h. Accounts payable
- i. Monthly project billing

L. JOB SAFETY OBJECTIVES:

- a. Conduct weekly safety meeting:
 - i. Implement project safety requirements

- ii. Review subcontractor safety programs
- b. Subcontractor conformance, initiate knowledge of OSHA requirements:
 - i. Subcontractor responsible for costs and damages
 - ii. Submission of accident and injury reports
 - iii. Subcontractor safety programs
 - iv. Require subcontractor safety representative
 - v. Require forty-eight-hour reports
 - vi. Require weekly tool box safety meeting
- c. Maintain safety meeting minutes:
 - i. Inform subcontractors of procedures
- d. Enforce alcohol and drug programs by subcontractors
- e. Implement and maintain clean-up

M. JOBSITE SECURITY

- a. Functions:
 - i. Monitor and control employee, vendor and public access to the jobsite
 - ii. Monitor and control material and equipment deliveries to the jobsite
 - iii. Monitor and control material and equipment being removed from jobsite through a material release form
 - iv. Monitor and control site traffic
 - v. Monitor and perform periodic checks for alcohol and drugs
 - vi. Monitor and control tools
 - vii. Monitor material storage
 - viii. Monitor trailers and all equipment within
 - ix. Maintain proficiency first-aid and CPR program
 - x. Monitor compliance with College's No Smoking policy
 - xi. Monitor compliance with College's weapon-free zones
 - xii. Monitor and control employee, vendor access or interaction with students and staff
 - xiii. Monitor and control compliance with College's harassment – free environment for students and staff
 - xiv. Monitor and control employee, vendor theft

N. HUMAN RESOURCES:

- a. As CMAR, monitor policies on Equal Employment Opportunity, minority and women-owned business enterprises, sexual harassment or discrimination, drug abuse program, labor relations, employment transfers or reassignments to assure proper personnel for project requirements.

O. PROJECT POST CONSTRUCTION SERVICES:

- a. Provide operating and maintenance manuals
- b. Secure and assemble warranties or guarantees
- c. Provide check-out of equipment
- d. Instruct operating personnel in equipment operating and maintenance procedures
- e. Assist in actual start-up of equipment
- f. Implement close-out procedures and ensure requirements are met:
 - i. Subcontractors' and vendors' final payment
 - ii. Resolution of claims
 - iii. Final change orders

- iv. Lien releases
- v. Final lien waivers
- vi. Consent of sureties
- g. Assist the College in enforcement of warranties or guaranties. Conduct walk through with the College one year after project completion.

P. INQUIRIES

Questions may be submitted to Alan Moon via email at amoon@panola.edu by Friday, May 13, 2022. Email responses will be made the week of May 16, 2022.

V. STATE OF TEXAS REQUIRED CONTRACT CLAUSES

Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that: (1) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, as amended; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Child Support Obligation Affirmation

Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate

Dealings with Public Servants Affirmation

Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.

Debts and Delinquencies Affirmation

Respondent agrees that any payments due under the contract shall first be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan

Upon request of the College, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

Disclosure of Prior State Employment

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

Entities that Boycott Israel

Respondent represents and warrants that, pursuant to Section 2271.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of the contract unless Respondent is exempt under the statute. Section 2271.002, as amended, exempts sole proprietorships or companies (as defined in the statute) with less than 10 full-time employees when the contract amount is less than \$100,000. Respondent, if subject to Section 2271.002 (as amended), agrees to sign a separate affidavit attesting that respondent does not boycott Israel and will not boycott Israel during the term of this contract under the penalty of perjury.

E-Verify Program

Respondent certifies that for contracts for services, Respondent shall utilize the U. S. Department of Homeland Security's E-Verify system during the term of the contract to determine eligibility of: (1.) all persons employed by Respondent to perform duties within Texas; and (2.) all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.

Excess Obligations Prohibited

The contract is subject to termination or cancellation, without penalty to the College, either in whole or in part, subject to the availability of state funds.

Excluded Parties

Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of a Texas State Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of a Texas State Agency, or (3) a person who employs a current or former executive head of a Texas State Agency.

False Statements

Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and

may void the submitted Response and any resulting contract.

Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

Foreign Terrorist Organizations

Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Former Agency Employees

Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

Governing Law and Venue

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Panola County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

Indemnification

RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND PANOLA COLLEGE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

No Conflicts of Interest

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. If circumstances change during the course of the contract, Respondent shall promptly notify the College.

Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified

contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Public Information Act

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Signature Authority

By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Suspension and Debarment

Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Television Equipment Recycling Program

Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

Terms and Conditions Attached to Response (This Clause does not apply to contracts but is an Essential Clause for solicitations.)

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

Texas Bidder Affirmation (This Clause does not apply to contracts but is an Essential Clause for solicitations.)

Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Prohibition on the Boycott of Energy Companies

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government

Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000
3. Term "company" does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)."

Prohibition on the Boycott of Firearm Entities or Firearm Trade Associations

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

ATTACHMENT 1

Acknowledgement that the Certificate of Insurance will be provided with the **Fee Proposal Form for PANOLA COLLEGE NEW TECHNOLOGY BUILDING**

Under a "Construction Manager-at-Risk" Contract

Proposal from _____ organized and existing under laws
of the State of _____:

The undersigned agrees to provide pre-construction services as described in herein necessary to prepare an Initial Guaranteed Maximum Price (IGMP) based upon design documents and a Final Guaranteed Maximum Price (FGMP) based upon completion of construction documents. Upon approval of the IGMP, the Agreement shall be executed with the FGMP establishing the Final Contract Amount.

This offeror agrees that this Proposal will remain good and in effect for a period of 45 days after receipt.

Warranty

All work will be warranted for **one year** from Substantial Completion or longer if specifically required for certain components in the final technical specifications **at no additional cost to the College** for either subcontractor or CMAR in order to maintain and supervise the warranty item repairs, replacements or investigations.

**FEE PROPOSAL FORM
PANOLA COLLEGE
NEW TECHNOLOGY BUILDING**

General Conditions as used herein mean the General Conditions as described in AIA Document A133-2009, as modified, AIA Document A201-2007, as modified, and Section 2267.001(4) Texas Gov't Code.

***FEE PROPOSED
FOR PRECONSTRUCTION SERVICES***

**Total contractor fee for developing cost estimates based on
Preconstruction Services, Budgeting/Cost Estimating,
as described herein**

\$ _____

***FEE PROPOSED
FOR OFFICE OVERHEAD AND PROFIT***

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

_____ %

The primary fee on the project.

FEE PROPOSED FOR CHANGE ORDERS

Subcontractor markup fee (10% maximum allowed for overhead & profit)

_____ %

General Contractor Markup fee

_____ %

GENERAL CONDITIONS
COSTS PROPOSED

Percentages proposed below will be fixed in the contract. Actual correlating dollar amounts should additionally be shown in the attached schedule of General Conditions Costs based on offeror's projected estimation of Total Project Cost of \$_____.

Final General Conditions Costs for items with fixed percentages will be based on percentage times actual cost of construction.

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

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

What is your Insurance Rate Modifier? _____

Amount of Commercial General Liability (Limit) which can be furnished by CMAR without increase in insurance rate proposed. \$ _____ M

Can you add the College, Architect and Engineers on your policies as additional insured without additional cost to the College? (Circle one) Yes No

Amount of Labor to be performed by the CMAR or related companies (**List of trades or Labor without specific % is acceptable**) _____ %

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

_____	_____
_____	_____
_____	_____

General Conditions for PANOLA COLLEGE – NEW TECHNOLOGY BUILDING

Provide an anticipated cost for General Conditions based upon the schedule furnished expressed as dollar amounts. Complete the enclosed form, including specific project reimbursable field staff cost data.

Please indicate N/A (**not applicable**) the items above that, in your opinion, do not apply to this project.

Please indicate with “0” (**zero**) the items above that are included in your fee and will not be billed as General Conditions.

The following items are to be included in the primary fee percentage rather than as General Conditions:

Safety Supervisor inspections
Personal computers/Computer charges
Vehicle rental/repair/insurance/ maintenance of main office and field office staff
Project scheduling services (except for time of field office staff)
Project accounting services (except for time of field office staff)
Mobile telephone or two-way communication devices
Fuel (except for onsite equipment)
Bonuses or profit-sharing plans
Insurance risk reserve funds and management of insurance risk funds
Vehicle mileage charges and other travel expenses to and from the project
Employee truck allowances
AGC fees

**List of General Conditions for
PANOLA COLLEGE NEW TECHNOLOGY BUILDING**

Onsite, Field and Office Staff

Position	weekly rate	time on x project	x	weeks on project
	\$	x	%	x
	\$	x	%	x
	\$	x	%	x
	\$	x	%	x
	\$	x	%	x
	\$	x	%	x
	\$	x	%	x
	\$	x	%	x

Total Staff Cost Anticipated =\$ _____

Weekly rates are to be fully burdened as complete rate that will be charged to the project, without additional multipliers, factors or supplemental costs. Note: Any bonuses paid as a part of this rate schedule are not allowed and not to be included as a part of the General Conditions costs.

Indicate above the percentage of time your personnel will be dedicated solely to this project.

Field Engineering	=\$ _____
Labor	=\$ _____
Field Engineering Equipment and Supplies	=\$ _____
Field Project Office	=\$ _____
Temporary Fire Extinguishers and Safety Equipment and Labor	=\$ _____
Office Furniture	=\$ _____
Office Supplies	=\$ _____
Postage/ Federal Express/Courier Services	=\$ _____
Miscellaneous Document Printing	=\$ _____
Copy Machine and Paper	=\$ _____
Office Equipment	=\$ _____
Telephone and Fax Services	=\$ _____
Janitorial Services	=\$ _____
Miscellaneous Small Tools and Consumables	=\$ _____
All Risk Builder's Insurance	=\$ _____
General Commercial Liability Insurances	=\$ _____
All other Insurances in addition to CGL required	=\$ _____

Initial _____
Date _____

Contractor's Bond	= \$ _____
Building Permit Fees	= by the College
Construction, Equipment Freight and Insurance Charges	= \$ _____
Independent Testing and Inspection	= by the College
Construction Clean-Up	= \$ _____
Final Clean-Up	= \$ _____
Other: _____	= \$ _____
Other: _____	= \$ _____
Other: _____	= \$ _____
Other: _____	= \$ _____
Other: _____	= \$ _____

Total Estimated General Conditions including Field Office Staff = \$ _____

Date: _____

Signed _____

Title _____

Name of _____

Organized as a: (Mark One)

Proprietorship _____

Partnership _____

Corporation _____

Under the law of the State Of: _____

Legal Address:

Telephone No. _____

Fax No. _____

Email _____

If Response is by a corporation, affix seal in space above legal address.

Initial _____

Date _____

This Page Shall Remain Blank.