



THE TEXAS A&M UNIVERSITY SYSTEM

THE TEXAS A&M UNIVERSITY SYSTEM OFFICE of PROCUREMENT & HUB PROGRAMS

REQUEST FOR PROPOSAL

Cain Hall Site Redevelopment
Ground Lease Opportunity

RFP NUMBER RFP01 RLES-15-005

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on November 13, 2014

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL PROPOSAL TO:**

**The Texas A&M University System
The Texas A&M University System Building
System Office of HUB & Procurement Programs
301 Tarrow, Suite 361
College Station, TX 77840
Attn: Jeff Zimmermann**

Show RFP Number, Opening Date and Time on Response Envelope

NOTE: PROPOSAL must be time stamped at **The Texas A&M University System
Office of Procurement & HUB Programs** before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

REFER INQUIRIES TO:

Jeff Zimmermann, Director
The Texas A&M University System
Procurement & HUB Programs
email: zimmermann@tamus.edu

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been awarded. VENDORS responding to this proposal are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and the SYSTEM accepts, in writing, the information as proprietary. Notwithstanding the foregoing, the SYSTEM is subject to the Texas Public Information Act.

Table of Contents

SECTION 1.	INTRODUCTION	3
SECTION 2.	INSTRUCTION FOR RESPONDENTS	5
SECTION 3.	SCOPE	10
SECTION 4.	GENERAL TERMS AND CONDITIONS	12
EXHIBIT A:	EXECUTION OF OFFER	17
EXHIBIT B:	NON-COLLUSION AFFIDAVIT	19

Attachment A – Property Offered

SECTION 1 – INTRODUCTION

1.1 Introduction

The Texas A&M University System is one of the largest systems of higher education in the nation, with a statewide network of eleven (11) universities, seven (7) state agencies and a comprehensive health science center.

The Texas A&M University System educates more than 131,000 students and reaches another 22 million people through service each year. With nearly 24,000 faculty and staff, The Texas A&M University System has a physical presence in 250 of the State's 254 counties and a programmatic presence in every Texas county.

Texas A&M University (TAMU), with its main campus located in College Station, Texas, is the flagship member of The Texas A&M University System.

1.2 Background

Established in 1876, Texas A&M University has since grown to become a world leader in teaching, research, and service with an international reputation for excellence. Texas A&M ranks as the nation's sixth largest university in enrollment, with more than 58,000 students on the main campus. The University conducts research valued at more than \$820 million annually, placing it among the top 20 universities nationally and ranking only behind MIT and the University of California at Berkeley for universities without medical schools. As a state/public institution of higher education, Texas A&M is governed by the Texas State Constitution, state legislation and statutes, Texas A&M University System Policies and Regulations and University Rules. More than \$800 million in new construction or renovations to existing facilities on the 5,000-acre campus is either under way or in the planning stages. Texas A&M also is home to the George Bush Presidential Library and Museum.

1.3 Scope

The Texas A&M University System (Owner), is soliciting proposals for selection of a real estate developer to redevelop an approximately 10.88 acre site that currently includes Cain Hall, and enter into a property ground lease on the Texas A&M University campus in College Station, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP). The project will include demolishing the current Cain Hall and replacing it on the site with a larger, more efficient building, a parking structure of approximately 1,000 spaces, a full service hotel and conference center of approximately 150 beds that will be connected to the Kyle Field site via a pedestrian bridge that will span Joe Routt Boulevard.

By submitting responses, each RESPONDENT certifies that it understands this RFP and has full knowledge of the scope and nature of the opportunity described herein. Each RESPONDENT also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the RESPONDENT.

The developer is to independently acquire, investigate and verify, at its own discretion, all information acquired from Texas A&M University or from any other source which is relied on by the developer in the preparation of its proposal.

1.4 Pre-Proposal Conference

A pre-proposal conference will be held at 2:00 p.m. Central Time on October 16, 2014. Location to be: Texas A&M University, Rudder Tower – 7th Floor (Room #701), Joe Routh Blvd, College Station, Texas. Attendance at this conference is not mandatory. Paid parking is available in the University Center Garage (UCG). For location of the UCG garage see the following link: (<http://transportmap.tamu.edu/parkingmap/tsmap.htm?map=vis&cit=20300>)

1.5 Calendar Of Events

Issue RFP	October 1, 2014
Pre-Proposal Conference	October 16, 2014 at 2:00 PM CDT
Deadline to Submit Questions	October 24, 2014
Final Addendum Issued (if applicable).....	October 29, 2014
Deadline for Receiving Proposals.....	November 13, 2014 by 2:00 PM CST
Interview Top Proposal Teams (Owner’s Option).....	week of December 1, 2014
Announce Developer Selected for Negotiations	TBD

TAMUS will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of TAMUS and/or in the event TAMUS requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.6 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of TAMUS establishing a contractual relationship with any RESPONDENT:

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to TAMUS in a timely, cost effective manner. TAMUS is seeking a RESPONDENT that will ensure the provision of such quality in its delivery of service through proven techniques and established metrics.
- (b) *Level of Experience and Expertise.* RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful project as determined by TAMUS.
- (c) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required services. At a minimum, the RESPONDENT shall provide the two most current audited financial statements.

SECTION 2- INSTRUCTION FOR RESPONDENTS

This RFP outlines requirements as specified in Section 3. Proposals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the RESPONDENT's cover letter.

This RFP contains specific requests for information. RESPONDENTS are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is critical. In responding to this RFP, vendors are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope of intent of the respective clauses. Whenever the terms "must", "shall", "will", "is required", or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the RESPONDENT's response. Any deviation or exception from RFP specifications must be clearly identified by the RESPONDENT in its submittal.

Expenses for developing and presenting proposals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to TAMUS. All supporting documentation and manuals submitted with this submittal will become the property of TAMUS unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by TAMUS.

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann at jjzimmermann@tamus.edu. RESPONDENT may not contact other individuals at TAMUS to discuss any aspect of this RFP, unless expressly authorized by the TAMUS Procurement Office to do so. Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and attachment, should be presented in writing. **Deadline for submission of questions is October 24, 2014.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

2.1 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined the TAMUS requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the RESPONDENT has full knowledge of all the existing and/or revised conditions and accepts them "as is."

2.2 Proposal Submission Instructions and Delivery of RFPs

All proposals must be received by TAMUS, no later than **2:00 p.m. Central Time, November 13, 2014**, in a sealed envelope or box marked "**RFP01 RLES-15-005**"

Proposals are to be submitted to:

**MAIL, HAND DELIVER, AND /OR
EXPRESS MAIL PROPOSAL TO:**

**The Texas A&M University System
Office of Procurement & HUB Programs
301 Tarrow, Suite 361
College Station, TX 77840
Attn: Jeff Zimmermann**

Late proposals will not be considered under any circumstances. Late proposals properly identified will be returned to RESPONDENT unopened.

Telephone, facsimile (Fax), and/or electronic mail (email) proposals are not acceptable under any circumstances.

2.4 Proposal Components

The following documents are to be returned as part of your proposal response. Failure to include these documents will be basis for response disqualification.

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B)
- ✓ Technical Proposal (Section 3.1)
- ✓ Company References (Section 3.5)
- ✓ HUB Participation Plan (Section 2.7)
- ✓ Audited Financial Statements (attached separately)

RESPONDENT shall provide one (1) original copy, five (5) additional hard copies, and one (1) electronic copy of the complete RFP response as specified above. Note: The electronic copy shall be combined in a single file. Two copies of the prime firm's audited financial statement shall be submitted as a separate attachment to the proposals.

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response. Electronic proposals shall indicate the RESPONDENT's company name, the RFP number and opening date.

NOTE: The original signature on the ONE (1) hard copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the firm under a contract.

Proposals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT's service, approach and ability to meet TAMUS' needs as stated in this RFP. Schedules and Exhibits must be clearly identified and defined.

2.5 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 posted to the Electronic State Business Daily (ESBD) website, <http://esbd.cpa.state.tx.us/> . All such addenda/amendments issued by TAMUS prior to the time that proposals are received shall be considered part of the RFP, and the RESPONDENT shall consider and acknowledge receipt of such in their proposal.

Only those TAMUS replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 Selection Process

The evaluation of the proposals shall be based on a commercial development that TAMUS deems to represent the Best Value to TAMUS. The RFP provides the information necessary to prepare and submit proposals for consideration by the Owner. All properly submitted proposals will be reviewed, evaluated, and ranked by the Owner. The Owner will rank the respondents in the order that they provide the overall “best value” to the Owner based on an evaluation of the responses to the RFP. The Owner may interview one or more of the top ranked respondents as part of the evaluation process.

After proposal tabulation and such investigation of vendors as TAMUS deems appropriate, an award may be made to the vendor whose proposal it judges to represent the Best Value to TAMUS. Final determination for award of the contract will be made on the overall Best Value to the Texas A&M University System. Owner reserves the right to reject any or all proposals.

No award will be made until TAMUS is fully satisfied that the developer is professionally, financially and otherwise competent and capable of entering into a long-term ground lease and comply with the conditions specified in the lease.

The intent of this RFP is to allow all interested / prospective developers to provide a sufficient amount of data that will enable TAMUS to determine which developer is in fact best able to meet the criteria which are to be considered in the award of the ground lease (preferably not-to-exceed 30 years for an initial term). To this end, each developer shall furnish, as a part of the proposal, a complete general description of experience in their respective fields.

By submitting its proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” firm(s) will require subjective judgments by the Owner.

The selection of the successful proposal may be made by TAMUS on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS shall not disclose any information derived from the proposals submitted by competing RESPONDENTS in conducting such discussions.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, TAMUS alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

TAMUS reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

The Owner reserves the right to reject any or all proposals and re-solicit for new proposals, or to reject any or all proposals and temporarily or permanently abandon the project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

2.7 HUB Participation Plan

It is the policy of the State of Texas and The Texas A&M University System(TAMUS) to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in TAMUS contracting and purchasing.

Subcontracting opportunities are defined as those opportunities contracted with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Respondents are required to submit a HUB Participation Plan describing in detail how they will commit to a “Good Faith Effort” to attract and use State of Texas certified HUB vendors.

A HUB Participation Plan is required to be submitted by each respondent. Failure to submit a comprehensive, acceptable HUB Participation Plan will be considered a material failure to comply with the requirements of RFP Main #14-0025 and will result in rejection of the response.

Respondents shall address the following eight (8) items while developing your HUB Participation Plan.

1. Identify and list each subcontracting opportunity.
2. State in your HUB Participation Plan that the “Good Faith Effort” solicitation of HUB vendors is for each subcontracting opportunity.
3. Provide a solicitation letter that will be sent to HUB vendors for each of the subcontracting opportunities.
4. State in your HUB Participation Plan that the “Good Faith Effort” written solicitation to minority or women trade organizations or development centers is for each subcontracting opportunity.
5. Provide a solicitation letter that will be sent to minority or women trade organizations or development centers for each of the subcontracting opportunities.
6. Provide contact information regarding the minority / women trade organizations or development centers that you intend to work with for solicitations.
7. Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in minority or trade organization newsletters or newspapers? Etc.
8. Submit the HUB Participation Plan with your proposal response separately in a sealed envelope and labeled “HUB Participation Plan.” The respondent shall include the proposal number and respondent’s name on the envelope. The HUB Participation Plan is due at the same time respondent submits the proposal.

Keep in mind as you develop your HUB Participation Plan that this is a very detailed plan outlining your methodology of HUB Participation – a blue print that accurately represents your company’s strategy for evaluation of intent.

The awarded firm(s) will be required to complete a HUB Subcontracting Plan (HSP). After the

firm(s) have been selected for award, a meeting will be scheduled to go over the HSP documentation and instructions.

Respondents may obtain a list of State of Texas certified HUB vendors that may be capable of performing subcontracting opportunities from the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List (CMBL) at the website:

<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

Please contact Jeff Zimmermann, at jzimmermann@tamus.edu for assistance with completion of requirements as stated.

SECTION 3 - SCOPE

3.1 Technical Proposal

Respondent shall provide a complete general description of experience in their respective fields and shall also include the following:

- a. A list of similar properties you have developed or are developing, including locations, and give length of time to develop the property from commencement to end. Explain in detail.
- b. A list of the names and addresses of all the owners, executives, managers, partners, shareholders, or principals of the developer.
- c. A detailed description of how the hotel and conference center will be managed and operated. If the intent is to use a flagged brand, respondent shall state who that will be.

Each developer is required to submit with the proposal either a bid bond or a refundable certified check made payable to the Texas A&M University System in the amount of \$5,000. This amount will be refunded to all but the successful developer. If a bid bond is to be submitted the respondent shall use the TAMUS Bid/Proposal Bond Form C-2 available at the following site: <http://www.tamus.edu/offices/fpc/forms/>

3.2 Property Offered For Consideration

The site is approximately 10.88 acres, bounded on the south by Joe Routt Boulevard, on the west by Wellborn Road, on the north by Old Main Drive and Lamar Street, and on the east by Gene Stallings Boulevard.

Currently, Cain Hall is situated roughly in the middle of the site. Cain Hall is 92,821 SF, and is configured primarily as office and meeting space for various TAMU entities. The plan would be to demolish this building, and rebuild it closer to the northern end of the site. Adding 15% to 20% to the amount of existing office space will be part of the new Cain Hall scope.

In addition to relocating and enlarging Cain Hall, a full service hotel and conference center of approximately 150 beds will be sited along Joe Routt Boulevard. It can be either a flagged or boutique property. Approximately 20,000 sf of conference space would be desirable. The project team will need to demonstrate expertise in developing hotel properties of this type, and outline a plan to operate it. A pedestrian bridge is envisioned that spans Joe Routt Blvd and connects the hotel site with Kyle Field.

To service both of these properties, as well as meet the growing demands of TAMU, a parking deck of approximately 1,000 spaces will be part of the project. Efforts should be made to keep the structure under four stories.

Other site considerations should focus on utilizing the site in such a way as to maximize green space and maintain functional as well as aesthetic continuity between the structures. Pedestrian traffic through the site will be heavy year round, so pedestrian and bicycle pathways will need to be incorporated.

3.3 Site Development

Subject to review and approval of Owner, the developer must make all arrangements to secure private financing for all costs of development, construction, operation and maintenance of the project. Owner's interest in the property cannot be subordinated to any financing arrangements for the project. Owner will incur no financial obligation with respect to the construction and management of this project nor participate in the collection of amounts due to the operator of the private facility.

Owner will lease the land "as is" to the developer through a long term ground lease, preferably not-to-exceed 30 years for an initial term, for a specified annual amount.

Upon termination of the ground lease, all improvements will revert to Owner. Owner will retain the option to purchase the improvements at any time during the term of the lease agreement.

3.4 Type of Contract

Contracts resulting from this solicitation will be in the form of a long term ground lease agreement to be negotiated with the Texas A&M University System; and approved by the System Board of Regents. The ground lease will be a net lease, and will contain, among other terms, (i) the obligation of the developer to pay all ad valorem property taxes accruing as a result of the development, (ii) covenants and restrictions on the use of the property, and (iii) a requirement to submit site plans for approval and construction plans for compliance with applicable codes, and payment of a fee for Owner's review and approval of the plans.

3.5 Company References

RESPONDENTS shall provide four references, two of which should be for institutions of higher education with a similar development opportunity. Each reference shall include at least the following:

- Company name
- Contact person name and title
- Contact phone number and email address
- General description of the completed scope

SECTION 4 - GENERAL TERMS AND CONDITIONS

4.1 Terms and Conditions

TAMUS reserves the right to accept, reject, modify, and/or negotiate any and all proposals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the proposals on the basis of what it considers to be in its best interests. Any submittal which TAMUS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. TAMUS reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates TAMUS to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by TAMUS without penalty or obligation at any time prior to the signing of a contract agreement.

The RESPONDENT must include a formal copy of any RESPONDENT terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by the TAMUS Office of General Counsel are essential prior to the award of the contract. In the event the RESPONDENT does not supply terms and conditions with their submittal, the TAMUS terms and conditions will govern this transaction.

4.2 Governing Law

RESPONDENT agrees that, in the event of a dispute, laws of the State of Texas will prevail.

4.3 Non-Discrimination

The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, RESPONDENTS certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.

4.4 Immigration Reform and Control Act of 1986

By submitting a state of qualification, the RESPONDENTS certify they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

4.5 Debarment Status

By submitting a statement of qualification, RESPONDENTS certify they are not currently debarred from submitting proposals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.

4.6 Indemnification and Hold Harmless

The RESPONDENT shall defend, indemnify and hold harmless TAMUS, its officers, employees

and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the RESPONDENT's performance under the contract agreement.

4.7 RESPONDENT Liability

The RESPONDENT will be liable for any associated costs of repairs for damage to buildings or other TAMUS property caused by the negligence of the RESPONDENT's employees.

4.8 Civil Rights Requirements

All RESPONDENTs must comply with applicable civil rights laws.

4.9 Non-Collusion Clause

The Non-Collusion Affidavit found in **EXHIBIT B** must be executed as a part of the RESPONDENT's submittal.

4.10 Entire Agreement

A contract agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of the contract agreement. Any amendment or modification to the contract agreement must be in writing and signed by the parties hereto.

4.11 Severability

It is understood and agreed that if any part, term, or provision of the contract agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract agreement did not contain the particular part, term, or provision held to be invalid.

4.12 Modification of Service

TAMUS reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by TAMUS in writing.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.

4.13 Publicity

RESPONDENTs must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from TAMUS.

Information provided to RESPONDENT by TAMUS, including but not limited to information from the members, officers, agents, or employees of TAMUS or any of its members, and information provided to RESPONDENT by members of the public or any other third party shall belong to TAMUS.

4.14 Independent Contractor

The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of the A&M System or incur any obligation on the part of TAMUS without written authority of TAMUS. As an independent contractor, RESPONDENT will be solely responsible for determining the means and methods for performing the services described. RESPONDENT shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of TAMUS relative to conduct on its premises.

4.15 Confidentiality

In accordance with the Texas Public Information Act, Proposals could be subject to public review after the contracts have been executed. RESPONDENTS responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing, and TAMUS accepts, in writing, the information as proprietary.

Information created, derived, or otherwise produced by RESPONDENT shall remain the exclusive property of RESPONDENT. RESPONDENT acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which RESPONDENT believes is confidential under Texas law will be clearly designated as such by RESPONDENT. In the event the A&M System receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS will provide notice to RESPONDENT and RESPONDENT may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

4.16 Ownership of Documents

Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to the System Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS shall have a recognized proprietary interest in the work product of the RESPONDENT.

4.17 INSURANCE

The RESPONDENT shall obtain and maintain, for the duration of this project or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the RESPONDENT under this Agreement. The RESPONDENT shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The RESPONDENT is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Insurance must be carried to at least the following minimum amounts:

<u>Coverages</u>	<u>Limit</u>
A. Worker’s Compensation*	
Statutory Benefits (Coverage A)	Statutory
Employer’s Liability (Coverage B)	\$500,000 Each Accident \$500,000 Disease/Employee \$500,000 Disease/Policy Limit
<p><i>* If this coverage is no any reason waived, the contractor, employees thereof, and sub contractors must sign a hold harmless and indemnification agreement.</i></p>	
B. Automobile Liability	
Owned Vehicles \$1,000,000	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000
C. Commercial General Liability	
Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Products / Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to Premises	\$100,000
Medical Payments	\$5,000
D. Professional Liability	\$1,000,000

Additional Endorsements

Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured.

RESPONDENT will provide certificates indicating such insurance is in force and effect within ten (10) working days after full execution of this Agreement, and such certificates must state that TAMUS will be notified in the event of cancellation of coverage. Failure to maintain insurance coverage as described above will be considered a default under this Agreement.

4.18 **DISPUTE RESOLUTION**

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Chief Financial Officer for TAMUS, who shall examine RESPONDENT’s claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.

4.19 VENUE

Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located. At the date of this RFP, such county is Brazos County, Texas.

4.20 STATE AUDITOR'S OFFICE

RESPONDENT understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. RESPONDENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. RESPONDENT will include this provision in all contracts with permitted subcontractors.

4.21 RESPONDENT shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.

EXHIBIT A

EXECUTION OF OFFER

RFP01 RLES-15-005

DATE:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

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

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at TAMUS' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of TAMUS;
- (v) Respondent has not been an employee of TAMUS within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;

- (x) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xii) under Section 231.006, 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; and,
- (xiii) under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid 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.

RESPONDENT should give Payee Identification Number (PIN) (Formally Vendor ID), full firm name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFQ, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

EXHIBIT B
RFP01 RLES-15-005
NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TAMUS.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this
_____ day of _____, 2014.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____