

**REQUEST FOR PROPOSALS
FOR
GENERAL CONTRACTOR
COMPETITIVE SEALED PROPOSALS**

**FOR
SUL ROSS STATE UNIVERSITY
ALPINE, TEXAS**

**CAMPUS ACCESS
PROJECTS II AND III**

RFQ No.:

758-21-07016

Submission Date:

December 15, 2020 – 4:00 p.m. (C.S.T.)

(see Schedule in Section 2.4)

Prepared By:

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RFQ No.: 758-21-07016**

SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner”) on behalf of **Sul Ross State University**, (“Component”) is soliciting Competitive Sealed Proposals (“Proposals”) for selection of a General Contractor firm for the **Campus Access Projects II and III** project (“Project”), on the Sul Ross State University, Alpine, Texas campus. This solicitation sets forth the terms, conditions, and requirements for prospective General Contractor entities to be considered for the work. (Prospective General Contractor entities are hereinafter referred to as “Respondents”.) **The Owner requires that the Qualifications and Execution of Offer, and Pricing and Delivery Proposal be submitted at the same time, but in two (2) separate, sealed packages. The HUB Subcontracting Plan shall be submitted in a separate sealed package.**
- 1.1.1 This Request for Competitive Sealed Proposals (“RFP”) is the only step for selecting a General Contractor for the Project as provided by *Texas Education Code* Section 51.783. The RFP provides the information necessary to prepare and submit Competitive Sealed Proposals for consideration and ranking by the Owner.
- 1.1.2 The Owner will select the Proposal that offers the “best value” for the Component institution based on the published selection criteria and on its ranking evaluation. The Owner may discuss with the highest ranked Respondent options for a scope or time modification and any price change associated with the modification including solicitation of a best and final offer. If the Owner is unable to reach a contract with the selected Respondent, the Owner may formally end negotiations with that Respondent in writing and proceed to the next “best value” Respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. **The Owner reserves the right to make a best value determination and award a contract without further discussions or negotiations. Should the contractor fail, neglect, or refuse to begin performance of the contract after receiving the award, the bid security will be forfeited to Owner. Performance shall be considered begun upon acknowledgement of the contract award, the furnishing of all required performance and payment bonds, insurance coverage, and execution of the Agreement.**
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. The Owner complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information. Additionally, pursuant to the provisions of *Texas Government Code* Section 2261.253, the contract resulting from this solicitation will be posted on the Owner’s website.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Standard General Contractor Agreement, a copy of which can be viewed on the Texas State University System website at: <https://www.tsus.edu/offices/finance/capital-projects.html>

1.3.1 The work will be awarded under as a Lump-Sum contract to the Respondent offering the “best value” to the Owner.

1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Discrepancies, omissions or doubts as to the meaning of RFP documents shall be communicated in writing to the Owner for interpretation. Any responses to inquiries, clarifications or interpretations of this RFP that materially affect or change its requirements will be formally issued by the Owner as a written addendum. All such addenda issued by the Owner before the Proposals are due are considered to be part of the RFP. Respondents shall acknowledge receipt of each addendum in its Proposal. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied upon in preparing the Proposal. It is the responsibility of all Respondents to check the status of formal addenda five (5) days before the submission deadline (see Section 2.4 for submission date).

1.4.1 ADDENDA AND AWARD INFORMATION, WILL BE ISSUED BY THE OWNER FOR THIS RFP VIA THE ELECTRONIC BUSINESS DAILY WEBSITE AT THE FOLLOWING LINK: <http://www.txsmartbuy.com/sp> REFERENCE THE “BOARD OF REGENTS/TEXAS STATE UNIVERSITY SYSTEM–758” AND THE RFP NUMBER PROVIDED IN THIS RFP.

1.5 **SUBMISSION OF PROPOSALS:**

1.5.1 The Respondent’s Qualifications/Execution of Offer, and Pricing Delivery Proposal must be received **at the address specified in Section 1.5.2** prior to the deadline. Please note that overnight deliveries such as FedEx and UPS arrive at a central campus location but are not usually delivered to the specified location until after the time deadline. Respondents are advised to use other methods of delivery or, if using an overnight delivery service, to send the responses a day earlier than usual. The Owner will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received by the Component.

1.5.2 **PROPOSAL DEADLINE, AND LOCATION:** The Owner will receive Proposals at the time and location described below. **The Proposal must be packaged in two (2) separate sealed packages, 1) the Qualifications with signed Execution of Offer; and, 2) the Pricing and Delivery Proposal, addressed to the Point-of-Contact identified in Section 1.6. Clearly mark the exterior of all envelopes to identify the documents contained therein. INCLUDE THE NAME AND EMAIL ADDRESS OF THE RESPONDENT’S CONTACT PERSON ON ALL ENVELOPES.**

December 15, 2020 – 4:00 p.m. (C.S.T.)

Bob Jacob, Director of Facilities Planning
Sul Ross State University
400 N. Harrison
Central Receiving / Box C111
Alpine, Texas 79832

1.5.3 The names of Respondents who properly submitted Proposals will be opened publicly and read aloud pursuant to Section 51.783(f) of the *Texas Education Code*. These readings will be conducted at Sul Ross State University, Physical Plant Building located at:

Sul Ross State University
Physical Plant Building
400 North Harrison Street
Alpine, Texas 79832

- 1.5.4 HUB SUBCONTRACTING PLAN DEADLINE AND LOCATION: The Respondent shall submit a Historically Underutilized Businesses (“HUB”) Subcontracting Plan at the time and location described below. **The HUB Subcontracting Plan (“HSP”) shall be submitted in a sealed envelope, addressed to the Point-of-Contact identified in Section 1.6. Clearly mark the exterior of the envelope to identify the documents contained therein. INCLUDE THE NAME AND EMAIL ADDRESS OF THE RESPONDENT’S CONTACT PERSON.**

December 16, 2020 – 2:00 p.m. (C.S.T.)

Bob Chapa, Asst. Director for Contract Management
Sam Houston State University
Procurement & Business Services
1901 Avenue I — CHSS Bldg. Suite 452
Huntsville, TX. 77340

- 1.5.5 The Pricing and Delivery Proposal packages will be opened publicly, and the names of Respondents and all prices stated in each Proposal will be read aloud pursuant to Section 51.783(f) of the *Texas Education Code* on the date indicated in the Project Planning Schedule (see Section 2.4). These readings will be conducted at The Texas State University System Administration office conference room. The System Administration office is located at:

The Texas State University System
O. Henry Hall
601 Colorado Street
Austin, Texas 78701
Time: 2:00 p.m.

- 1.5.6 Submit **one (1)** original and **eight (8)** identical hard copies of the Qualifications with Execution of Offer. An original signature must be included on the “Respondent’s Execution of Offer” document submitted with each copy. Submit two (2) electronic copies of the Qualifications with signed Execution of Offer, in Adobe PDF format by flash drive or CD. ***Do not include the Pricing and Delivery Proposal information with the electronic Qualifications/Execution of Offer.***
- 1.5.7 Submit **one (1)** original and **four (4)** identical hard copies of the Pricing and Delivery Proposal. An original signature must be included on the “Respondent’s Pricing and Delivery Proposal” document submitted with each copy. ***Do not submit electronic copies of the Pricing and Delivery Proposal.***
- 1.5.8 Submit **one (1)** original and **one (1)** copy of the HSP as a **separate submittal** as described in Section 1.13. Submit two (2) electronic copies of the HSP in Adobe PDF format by flash drive or CD. ***Do not include the Pricing and Delivery Proposal information with the electronic HSP files.***

- 1.5.9 Proposals or HSPs received after the stated official submittal deadline will be returned to the Respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the RFP submittal location identified above.
- 1.5.10 The Owner will not acknowledge or consider Proposals or HSPs that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.11 Properly submitted Proposals and HSPs will not be returned to the Respondents.
- 1.6 **POINT-OF-CONTACT:** The Owner designates the following person as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, in writing, to the Point-of-Contact person, **via email only**.
- Robert Jacob, Director of Facilities Planning
Sul Ross State University
Email: robert.jacob@sulross.edu
- 1.7 **EVALUATION OF PROPOSALS:** The evaluation of the Proposals shall be based on the requirements described in this RFP. **Fifty percent (50%)** of the evaluation will be based on the Respondent's Pricing and Delivery Proposal. The remaining evaluation will be based on the Respondent's Qualifications. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.
- 1.8 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals to the current solicitation and reissue a completely new solicitation involving the same Project, or to simply reject any and 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 for any project with any Respondent to this RFP and no such representation is intended or should be construed by the issuance of this RFP. The Owner reserves the right to waive the failure of any response to comply with requirements set forth in this RFP where the failure is not, in the Owner's opinion, substantial in nature.
- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting a Proposal in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" Respondent will require subjective judgments by the Owner. The results of the most qualified determination will be combined with the Pricing and Delivery evaluation results to determine the best value proposition for the Owner. Determinations by the Selection Committee will be subjected to routine administrative review by the Owner's executive officers but, once a selection is announced, it will not be subjected to further review.
- 1.9.1 The Owner reserves the right to consider any Proposal "non-responsive" if the Base Proposal Cost is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the Owner's estimate of the construction cost.
- 1.10 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent.
- 1.11 **MANDATORY PRE-PROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held via Zoom Meeting.

December 3, 2020 – 2:00 p.m. (C.S.T.)

Topic: Campus Access Projects Phase II & III

Join Zoom Meeting:

<https://us02web.zoom.us/j/88549570828?pwd=alVON3RDaWRxNVY4MjdZN1NtUUVzZz09>

Meeting ID: 885 4957 0828

Passcode: 948416

One tap mobile

+13462487799,,88549570828#,,,,,0#,,948416# US (Houston)

+12532158782,,88549570828#,,,,,0#,,948416# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 9128 US (San Jose)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 885 4957 0828

Passcode: 948416

Find your local number: <https://us02web.zoom.us/j/88549570828?pwd=alVON3RDaWRxNVY4MjdZN1NtUUVzZz09>

A guided tour of the Project site will not be included as a part of the conference agenda.

- 1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a Respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Proposal.
- 1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of the Owner and each of its Component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUB”) in all contracts. **Failure to submit a required HUB Subcontracting Plan (“HSP”) will result in rejection of the Proposals.** The HSP information may be downloaded from the State of Texas Comptroller’s website at the following URL link: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>
- 1.14 **CERTAIN PROPOSALS AND CONTRACTS PROHIBITED:** Under Section 2155.004, *Texas Government Code*, a state agency may not accept a Proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the Proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "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." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.

- 1.15 SALES AND USE TAXES: Section 151.311, *Texas Tax Code*, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include the Owner. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase, tax-free, of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful Respondent will be required to submit certification of franchise tax status as required by State Law (*Texas Tax Code* Chapter 171). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, Texas Administrative Code Title 28, Part 2, Chapter 110, Subchapter B, Rule 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements Section 406.096, *Texas Labor Code*, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in the Uniform General and Supplementary General Conditions for The Texas State University System Building Construction Contracts.
- 1.18 INSURANCE REQUIREMENTS: Bonds and insurance requirements are provided in Article 5 of the Uniform General Conditions and in the Owner's Standard Contractor Contract as denoted in Article 1.3 of this RFP.
- 1.19 PREVAILING MINIMUM WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00. The Prevailing Wage Rate for Brewster County, Texas, can be found on the following website: <https://beta.sam.gov/>
- 1.20 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, *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.
- 1.21 NONDISCRIMINATION: In their execution of this agreement, all Respondents, consultants, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- 1.22 REQUIRED POSTING OF CONTRACTS: The parties acknowledge that, pursuant to the provisions of *Texas Government Code* Section 2261.253, this agreement will be posted on the Owner's website.
- 1.23 NON-BOYCOTT VERIFICATION: Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it

does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

- 1.24 **CYBERSECURITY TRAINING PROGRAM:** Pursuant to Section 2054.5192, *Texas Government Code*, Respondent and its subcontractors, officers, and employees, who are provided credentials granting access to Component’s computer system also known as Component’s information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Component. The cybersecurity training program must be completed during the term and any renewal period of this Agreement. Contractor shall verify in writing completion of the program to the Component within the first thirty (30) calendar days of the term and any renewal period of the Agreement. Failure to comply with the requirement of this section are grounds for termination for cause of the Agreement.

SECTION 2 – EXECUTIVE SUMMARY

- 2.1 **HISTORICAL BACKGROUND:** SRSU was created by the 35th Legislature in 1917 to serve as a state normal college to train teachers. The school, Sul Ross State Normal College, was named after Lawrence Sullivan Ross, Governor of Texas from 1887 to 1891 and President of Texas A&M College from 1891 to 1898. Construction began in 1919 and on June 14, 1920, under the presidency of Thomas J. Fletcher, operations began in the present Dolph Briscoe Jr. Administration Building. The first enrollment in the summer of 1920 included 77 students, who studied education and liberal arts subjects.

In 1923, the state Legislature changed the name to Sul Ross State Teachers College, and advanced courses leading to baccalaureate degrees were added. The first baccalaureate degree was awarded in the summer of 1925. In 1930, graduate level course work began, and the first master’s degrees were presented in 1933. The school experienced continued growth in enrollment and construction until World War II, when portions of the campus housed a U.S. Navy pilot training program and a Women’s Army Corps Training School.

Enrollment grew to more than 1,000 students in 1960 and to over 2,000 in 1970. Academic programs continued to expand and new fine arts, physical education, science, range animal buildings and a new library were constructed between 1952 and 1974. In 1969, the Legislature again changed the name of the school to Sul Ross State University (“SRSU”) to reflect its status as a comprehensive state university.

SRSU has become the cultural and educational hub for the remote Big Bend region. The school has enriched the area through scientific research in biology, geology and range animal science, with emphasis on Chihuahuan Desert studies. Through the University’s Center for Big Bend Study, research and educational activities are conducted in historic, cultural and economic development for the Trans-Pecos region and adjacent areas in Mexico and New Mexico. The University is also a member of the American Southwest Conference and competes in NCAA Division III sports. Today, the governing body of the University is the Board of Regents of The Texas State University System. Enrollment is currently about 1,660 students.

2.2 **MISSION STATEMENT:** Sul Ross State University seeks to be a national and international leader in achieving excellence among universities in the areas of education, research, social mobility, service, affordability, and shared governance.

Rooted in the distinctive surroundings and history of the Big Bend and the US-México border regions of Texas, SRSU provides accessible, comprehensive, and life changing education through high quality teaching, research, cultural awareness, creativity and service.

Values:

- Excellence
- Ethics and Integrity
- Diversity and Inclusiveness
- Growth and Exploration Leadership and Service
- Personal Connection
- Effective Communication

2.3 **PROJECT DESCRIPTION AND SCOPE:** The Campus Access Projects II and III encompasses several locations throughout the Alpine campus in order to address accessibility, security, and provide a better flow throughout the campus. It includes resurfacing parking lots, adding islands and landscaping, and replacing lighting in parking lots and throughout campus with efficient LED lights. The work also includes general landscaping, the construction of stone walls, concrete stages for outdoor performances, an outdoor pavilion, privacy screening, and stone structure monument signage at the various entryways.

Use the following link to view the construction documents:

<https://app.box.com/s/hrljgdejwvguy0q5z46bx0z8o3xolcqp>

The total Construction Cost Limitation for the Project is Three Million Nine Hundred Thousand Dollars (\$3,900,000).

2.4 **PROJECT PLANNING SCHEDULE:** Key Project planning schedule milestones are:

2.4.1	RFP Posted.....	11/20/2020
2.4.2	Mandatory Pre-Proposal Conference	12/03/2020
2.4.3	RFP Submission of Written Questions Deadline (12:00 p.m.)	12/10/2020
2.4.4	Deadline for submittal of Proposals (4:00 p.m.)	12/15/2020
2.4.5	Respondents names read aloud at Sul Ross State University.....	12/15/2020
2.4.6	Deadline for submittal of HSP Sam Houston State University (2:00 p.m.).....	12/16/2020
2.4.7	Respondent’s pricing Proposal read aloud at Owner’s Office (2:30 p.m.).....	01/05/2021
2.4.8	Interview shortlisted firms (if required)	01/11/2021
2.4.9	Owner selects General Contractor	01/11/2021
2.4.10	Execute General Contractor Agreement	01/18/2021
2.4.11	Construction Scheduled Start Date	01/25/2021
2.4.12	Target Construction Substantial Completion date	04/30/2021
2.4.13	Target Construction Final Completion date	05/31/2021

The above schedule of events represents a basic timeline for the Project. A final Project timeline will be developed with the Owner at a later time. The Owner can be expected to work with the highest-ranking Respondent to validate and improve on this initial schedule.

SECTION 3 – REQUIREMENTS FOR COMPETITIVE SEALED PROPOSALS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of qualifications (“Qualifications”) inclusive of all questions in Section 3.1 through 3.7. Respondent shall read, sign and submit the information contained in Section 3.8. The entire Competitive Sealed Proposal shall be formatted as directed in Section 4. Incomplete Proposals will be considered non-responsive and subject to rejection.

3.1 CRITERION ONE: RESPONDENT’S ABILITY TO PROVIDE CONSTRUCTION SERVICES

- 3.1.1 Provide the following information on your firm for the past **five (5)** fiscal years:
 - 3.1.1.1 Volume:
 - 3.1.1.1.1 Annual number, value, and percent change of contracts in Texas per year
 - 3.1.1.1.2 Annual number, value, and percent change of contracts nationally per year
 - 3.1.1.2 Revenues: Annual revenue totals and percent change per year
 - 3.1.1.3 Bonding:
 - 3.1.1.3.1 Total bonding capacity
 - 3.1.1.3.2 Available bonding capacity and current backlog
- 3.1.2 State whether Respondent’s firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.
- 3.1.3 Provide details of any past or pending litigation, or claims filed, against Respondent that may affect its performance under a contract with the Owner.
- 3.1.4 State whether Respondent is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- 3.1.5 State whether Respondent has ever failed to complete any work which it was awarded.
- 3.1.6 Declare if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship between Respondent’s firm and any Owner employee, officer, or Regent. If so, please explain.

3.2 CRITERION TWO: QUALIFICATIONS OF CONSTRUCTION TEAM

- 3.2.1 Provide resumes of the Respondent’s team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and the city of residence of each such person. Include as applicable Project Managers, Superintendents, Assistant Project Managers and Superintendents, Expeditors, Project Scheduler, Quality Control Inspectors, Safety Coordinator / Assistant, Carpenter Foreman, and Labor Foreman.
- 3.2.2 For each team member identified above, provide their current status, and when each team member will be available to provide construction services for this Project.

- 3.2.3 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the construction services.

3.3 CRITERION THREE: RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS

- 3.3.1 Identify and describe the proposed construction team's past experience for providing construction services that are MOST RELATED TO THIS PROJECT within the last five (5) years. Provide information on not less than three (3) nor more than five (5) projects. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- 3.3.1.1 Project name, location, contract delivery method, and description
- 3.3.1.2 Color images (photographic or machine reproductions)
- 3.3.1.3 Original and final construction cost
- 3.3.1.4 Final project size in gross square feet
- 3.3.1.5 Type of construction (new, renovation, or expansion)
- 3.3.1.6 Dates of the Notice to Proceed, original Substantial Completion, actual Substantial Completion, and Final Payment dates for construction services
- 3.3.1.7 Name of Project Manager (individual responsible to the owner for the overall success of the project)
- 3.3.1.8 Name of Project Superintendent (individual responsible for coordinating the day to day work)
- 3.3.1.9 Names of Mechanical, Plumbing and Electrical Subcontractors
- 3.3.1.10 The owner's representative who served as the day-to-day liaison during construction, including telephone number and email address
- 3.3.1.11 Architect/Engineer's name and representative who served as the day-to-day liaison during construction, including telephone number and email address
- 3.3.1.12 Length of business relationship with the owner

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner reserves the right to contact any other references at any time during the RFP process.

3.4 CRITERION FOUR: RESPONDENT'S PAST PERFORMANCE ON OWNER PROJECTS, STATE-FUNDED, OR MAJOR INSTITUTIONS OF HIGHER EDUCATION PROJECTS

- 3.4.1 Identify and describe the proposed construction team's past experience for providing construction services on Owner projects and/or any other state-funded projects, or projects for "major" institutions of higher education that are MOST RELATED TO THIS PROJECT within the last five (5) years. Provide not less than three (3) but not more than five (5) examples. Project team personnel who are listed in Article 3.2.1 are preferred for the projects listed in 3.4. List the projects in order of priority, with the most relevant project listed first.

- 3.4.2 If Respondent has not previously provided construction services for the Owner, then identify and describe the Respondent's past performance on construction projects for "major" institutions of higher education (or similar) within the last five (5) years. Projects may repeat with Section 3.3 above.

- 3.4.3 In either case above, provide the following information for each project listed:

- 3.4.3.1 Project name, location, contract delivery method, and description
- 3.4.3.2 Color images (photographic or machine reproductions)
- 3.4.3.3 Original and final construction cost
- 3.4.3.4 Categorize the change order(s) value in terms of Owner Added Scope, Error and Omission (both Architect/Engineer and Contractor) or Unforeseen
- 3.4.3.5 Final project size in gross square feet
- 3.4.3.6 Type of construction (new, renovation, or expansion)
- 3.4.3.7 Dates of the Notice to Proceed, original Substantial Completion, actual Substantial Completion, and Final Payment dates for Construction Services
- 3.4.3.8 Name of Project Manager (individual responsible to the owner for the overall success of the project)
- 3.4.3.9 Name of Project Superintendent (individual responsible for coordinating the day to day work)

3.5 CRITERION FIVE: RESPONDENT'S PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT

- 3.5.1 Provide a Critical Path Method milestone schedule for this Project using the Project Planning Schedule in Section 2.4 and identify specific critical process, phases, milestones, approvals, and procurements anticipated. Clearly identify the ten percent (10%) total project float required during the construction phase.
- 3.5.2 Describe what Respondents perceives are the critical construction issues for this Project.
- 3.5.3 Describe Respondent's approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 3.3 or 3.4 of this RFP, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

3.6 CRITERION SIX: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT

- 3.6.1 Describe Respondent's quality control program. Explain the methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of the projects listed in response to Section 3.3 or 3.4 of this RFP.
- 3.6.2 Describe how Respondent's quality control team will measure the quality of construction and commissioning performed by trade subcontractors on this Project, and how Respondent will address non-conforming work.
- 3.6.3 Provide any certifications such as, but not limited to, ISO 9001-2000.
- 3.6.4 Describe all commissioning processes that Respondent will provide as basic services for the Project.

3.7 CRITERION SEVEN: RESPONDENT'S PROJECT SAFETY PROGRAM FOR THIS PROJECT

- 3.7.1 Describe Respondent's job site safety program for this Project and specific safety policies in which employees must be in compliance.

- 3.7.2 Identify any deaths that have occurred on a project site controlled by Respondent, or any subcontractor(s) (at any contractual level), that had a death on Respondent's project site. If so, describe how Respondent has revised its program.
- 3.7.3 Provide Respondent's Experience Modification Rate (EMR) for the past five (5) years.
- 3.7.4 Provide any safety awards given to Respondent by recognized industry associations in the past five (5) years.

(Continues on the next page)

3.8 CRITERION EIGHT: EXECUTION OF OFFER
RFP No. 758-21-07016, CSP General Contractor for Campus Access Projects II and III at Sul Ross State University, Alpine, Texas

NOTE TO RESPONDENTS: **SUBMIT ENTIRE SECTION 3.8 WITH RESPONSE**

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S SEALED QUALIFICATIONS PROPOSAL. **FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS PROPOSAL WILL RESULT IN REJECTION OF THE PROPOSAL.**

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. 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.

- 3.8.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- 3.8.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- 3.8.3 By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
- 3.8.4 By signature hereon, Respondent that is a "taxable entity" under Section 171.0002 of the *Texas Tax Code* and certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Texas Tax Code*.
- 3.8.5 By signature hereon, the Respondent certifies that neither the Respondent nor anyone acting on behalf of the Respondent has violated the antitrust laws of this state, codified in Section 15.01, et. seq., *Texas Business and Commerce Code*, or the Federal antitrust laws. Respondent further certifies that it has not communicated directly or indirectly the Proposal submitted to any competitor or any other person engaged in a similar line of business.
- 3.8.6 By signature hereon, Respondent represents and warrants that:
- 3.8.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - 3.8.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

- 3.8.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - 3.8.6.4 Respondent understands the requirements and specifications set forth in this RFP and the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - 3.8.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the contract; and,
 - 3.8.6.6 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Respondent acknowledges that the Owner will rely on such statements, information, and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.8.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposals.
- 3.8.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in *Texas Government Code* Section 2252.001(4).
- 3.8.9 By signature hereon, Respondent certifies as follows:
- 3.8.9.1 "Under Section 231.006, 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."
 - 3.8.9.2 "Under Section 2155.004, Texas Government Code, the vendor or applicant 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."
 - 3.8.9.3 Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on "demonstrated competence and qualifications only."
- 3.8.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of Owner or any Component, or Respondent has not been an employee of any Owner Component within the immediate twelve (12) months prior to Respondent's RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 3.8.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP (reference Section 2155.004 *Texas Government Code*).

- 3.8.12 Respondent represents and warrants that all articles and services quoted in response to this RFP 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 or proposed as of the date of this solicitation.
- 3.8.13 By signature hereon, Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.8.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Proposal.
- 3.8.15 By signature hereon, Respondent agrees to complete a Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*. Respondent and its subcontractors, officers, and employees, and employees, who are provided credentials granting access to Component's computer system also known as Component's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Component. The cybersecurity training program must be completed during the term and any renewal period of the Agreement. Contractor shall verify in writing completion of the program to the Component within the first thirty (30) calendar days of the term and any renewal period of the Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.
- 3.8.16 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.8.17 By signature hereon, Respondent certifies that no member of the Board of Regents of the Texas State University System, or the Executive Officers of the Owner or its Component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract, and that no member of the Board of Regents has a "substantial interest" (as that term is defined in Section 51.923 of the *Texas Education Code*) in the Respondent.

(Continues on the next page)

3.8.18 Execution of Offer: **RFP No. 758-21-07016, CSP General Contractor for Campus Access Projects II and III at Sul Ross State University, Alpine , Texas.**

The Respondent must complete, sign and return this Execution of Offer as part of their Qualifications Proposal submittal response. The Respondent's company official(s) who are authorized to commit to such a Proposal must sign submittals. Failure to sign and return this form will subject the Proposal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 10% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

(Email Address) required for RFP Notification

SECTION 4 – FORMAT OF PROPOSALS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 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 the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Proposals shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES SINGLE-SIDED OR TWENTY-FIVE (25) DOUBLE-SIDED**. The cover, table of contents, divider sheets, HSP (Section 1.13), Execution of Offer and Pricing and Delivery Proposal do not count as printed pages.
- 4.1.2.1 Proposals shall be submitted as three (3) separate sealed documents: 1) Qualifications/Execution of Offer, 2) Pricing and Delivery Proposal, and 3) HSP. The HSP shall be submitted separately on the date, time and location in Article 1.5.3.
- 4.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- 4.1.4 Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the Owner.
- 4.1.5 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, at its option.
- 4.1.6 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 Owner's best interest.
- 4.1.7 Qualifications shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposals.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 5.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**
- 5.2.2 Additional attachments shall **NOT** be included with the Proposals.
- 5.2.3 Separate and identify each criterion response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

5.3.1 Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.

4.4 PAGINATION:

5.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HSP.

SECTION 5 - DRAWINGS AND SPECIFICATIONS

5.1 DEFINITION: “Bidding Documents” include the bidding requirements and the proposed contract documents. The “Bidding Requirements” consist of the advertisement, the RFP, the Qualifications/Execution of Offer, the Respondent’s Pricing and Delivery Proposal Form, and other sample contract forms. The proposed “Contract Documents” consist of the Form of Agreement between the Owner and Contractor (Section 1.3), Performance and Payment Bonds, Uniform General and Supplementary Conditions for Building Construction Contracts, Special Conditions, Prevailing Wage Rate Determination, HSP, other forms and documents identified in the agreement, drawings, specifications, and all addenda issued prior to receipt of Proposals, and change orders issued after execution of the contract.

5.2 DOCUMENTS ON FILE: Complete sets of drawings and specifications are on file at the following locations, and Respondents and subcontractors may examine and/or purchase them there:

Reproductions, Inc.
234 E. 6th Street
Tucson, Arizona 85705
Phone: (520) 622-7747
Email: www.reproductionsinc.com

The bidding documents are available for download by accessing the following link.
<https://app.box.com/s/hrljgdejwvguy0q5z46bx0z8o3xolcqp>

Or by contacting the Architect/Engineer:

Line and Space, LLC
627 E. Speedway Blvd.
Tucson, AZ. 85705
Phone: (520) 730-4198
Fax: (520) 623-1303

5.3 UNIFORM GENERAL CONDITIONS: Uniform General Conditions (“UGC”) for the Texas State University System Building Construction Contracts can be found on the TSUS website at: <https://www.tsus.edu/offices/finance/capital-projects.html>

SECTION 6 – REQUIREMENTS FOR RESPONDENT’S PRICING AND DELIVERY PROPOSAL

6.1 PROPOSAL AND BID SECURITY

6.1.1 Complete the “Respondent’s Pricing and Delivery Proposal”.

- 6.1.2 The Base Proposal shall be accompanied by a bid security in the form of a bid bond, certified and/or cashier's check (on a solvent bank in the State of Texas) drawn to the order of The Texas State University System, Attention: Vice Chancellor and Chief Financial Officer, 601 Colorado Street, Austin, Texas 78701, in the sum of not less than five percent (5%) of the total amount of the bid. No other forms of security will be accepted.
- 6.1.3 Should the contractor fail, neglect, or refuse to begin performance of the contract after receiving the award, said security will be forfeited to Owner. Performance shall be considered begun upon acknowledgement of the contract award and the furnishing of all required performance and payment bonds and insurance coverage.
- 6.1.4 Bid security furnished by the successful Respondent will be returned when a Notice to Proceed is issued. Bid security furnished by unsuccessful Respondents will be returned when a contract award is made.
- 6.1.5 If the Owner has not made an award within ninety (90) calendar days after Proposals are received, Respondents may withdraw their Proposals without prejudice; however, Respondents have the option to extend the time in which their Proposals will be honored after this ninety (90) day period.

(Continues on the next page)

6.2 RESPONDENT’S PRICING AND DELIVERY PROPOSAL

RFP No.: 758-21-07016

**Project Name: RFP for Competitive Sealed Proposals
Campus Access Projects II and III at
Sul Ross State University, Alpine, Texas**

From: Respondent’s Name: _____
 Mailing Address: _____
 City, State, Zip Code: _____
 Phone Number: _____

To: Brian McCall, Ph.D.
 Chancellor
 The Texas State University System
 Austin, Texas

Having carefully examined the Uniform General Conditions for Construction Contracts (UGC), the sealed Plans and Specifications and addenda thereto, as prepared by Line and Space, LLC, 627 E. Speedway Blvd., Tucson, Arizona 85705, the Project Architect/Engineer on this Project, as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to achieve Substantial Completion of the work in accordance with the Contract Documents for the following sum (Amount shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern):

6.2.1 BASE PROPOSAL COST:

_____ DOLLARS
 (\$ _____)

6.2.2 ALTERNATE PROPOSALS: The Owner reserves the right to accept or reject any Alternate Proposals in the order of its choice. The following amounts may be added to, or deducted from, the Base Proposal Cost identified above.

None.

6.2.3 CONSTRUCTION MILESTONE SCHEDULE: The undersigned agrees, if awarded the contract, to achieve Substantial Completion of the Work as defined in the UGC, the plans and specifications and addenda thereto.

- 6.2.3.1 Execute General Contractor Agreement01/18/2021
- 6.2.3.2 Construction Scheduled Start Date01/25/2021
- 6.2.3.3 Target Construction Substantial Completion date04/30/2021
- 6.2.3.4 Target Construction Final Completion date05/31/2021

The above schedule of events represents a basic timeline for the Project. A final Project timeline will be developed with the Owner at a later time. The Owner can be expected to work with the highest-ranking Respondent to validate and improve on this initial schedule.

- 6.2.4 RFP ADDENDA: Receipt is hereby acknowledged of the following addenda issued for this RFP - initial where applicable.

No. 1 ____ No. 2 ____ No. 3 ____ No. 4 ____ No. 5 ____

- 6.2.5 LIQUIDATED DAMAGES: The undersigned agrees that, from the compensation otherwise to be paid, the Owner may withhold the sum of **Five Hundred (\$500)** per calendar day for each calendar day after the Substantial Completion Date that the work remains incomplete, which sum is agreed upon as the amount of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum constitutes a reasonable estimate of Owner's actual damages and is not intended as a penalty.

- 6.2.6 BID/PROPOSAL BONDS: The undersigned shall include a Certified Check or Bid/Proposal Bond Payable to the Board of Regents, The Texas State University System, in an amount not less than five percent (5%) of the largest possible total proposed cost, including consideration of all additive alternates. The Certified Check or Bid/Proposal Bond accompanying this Proposal is left in escrow with the Vice Chancellor and Chief Financial Officer of The Texas State University System and the amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement, and that if the undersigned defaults in executing that Agreement or in furnishing the Performance and Payment Bonds or insurance certificates within ten (10) calendar days of transmittal of the Agreement, then the check shall become the property of the Owner, or the Bid/Proposal Bond shall become subject to forfeiture to the Owner.

6.2.6.1 The Bid/Proposal Bond Form is attached to this solicitation as Attachment 1. The Bid/Proposal Bond submitted with this Proposal shall be an original signed and sealed document. No copies are permitted. Any other Bid/Proposal Bond document or form will not be accepted.

6.2.6.2 The Surety shall be a corporation or firm duly authorized to transact surety business in the State of Texas or as listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.

6.2.6.3 The Certified Check submitted with this Proposal shall be an original document. No copies are permitted.

- 6.2.7 PAYMENT AND PERFORMANCE BONDS: The undersigned agrees to execute the Payment and Performance Bonds within ten (10) calendar days, in the amount of one hundred percent (100%) of the contract amount, after notification that the Respondent has been identified by the Owner as the Respondent with the "best value" Proposal.

- 6.2.8 AWARD OF CONTRACT AND COMMENCEMENT OF WORK: The Owner reserves the right to accept or reject any and all Proposals and to waive Proposal irregularities. Proposals shall remain valid and shall not be withdrawn for a period of ninety (90) days from the date of opening thereof. The undersigned agrees to execute the Contract within ten (10) calendar days after notification that the undersigned has been identified by the Owner as the Respondent with the

“best value” Proposal, and to commence work on or before the commencement date stated by the Owner in a Notice to Proceed; such commencement date shall be ten (10) or more calendar days after the date of the Notice to Proceed. In addition, the undersigned agrees to execute and deliver to the Owner a Certification of Franchise Tax Payment and further agrees to obtain from each subcontractor and supplier and hold for redelivery to the Owner if requested a certification of franchise tax status of such subcontractor or supplier.

(Continues on the following page)

The Respondent must complete, sign and return this Pricing and Delivery Proposal as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11-digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

(Email Address) required for RFP Notification

(Date)

Attachment 1

BID/PROPOSAL BOND

Surety Bond No. _____

STATE OF TEXAS §

COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto The Board of Regents of The Texas State University System as Obligee in the sum of not less than Five Percent (5%) of _____ (\$ _____), the greatest possible total proposed cost, as a guarantee, the payment of which will be truly made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Whereas the Principal has submitted a bid or proposal for: **Campus Access Projects II & III for Sul Ross State University, Alpine, Texas, Project No. 758-21-07016 (the "Project")**.

NOW THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Documents within ten (10) calendar days after the date of transmittal of the Contract Documents to the Principal for execution, this bond shall remain in full force and effect and become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By: _____

*By: _____
(Surety)

(Typed Name and Title)

(Attorney-in-Fact)

(SURETY SEAL)

* Attach Power of Attorney for Surety's Attorney-in-Fact with "live seal".

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.

Addendum No. 1

Issued December 2, 2020

REQUEST FOR PROPOSALS FOR GENERAL CONTRACTOR COMPETITIVE SEALED PROPOSALS

**FOR
SUL ROSS STATE UNIVERSITY
ALPINE, TEXAS**

CAMPUS ACCESS PROJECTS II AND III

New Submission Date and Time:

December 17, 2020 – 1:00 p.m. (C.S.T.)

~~December 15, 2020 – 4:00 p.m. (C.S.T.)~~

(see Schedule in Section 2.4)

RFQ No.:

758-21-07016

Notice To All Respondents:

The following is Addendum No. 1 to the Request for Proposals (RFP)
ESBD Posting No. 758-21-07016 was posted on November 20, 2020

Prepared By:

Peter Maass, Director of Capital Projects Administration
The Texas State University System
601 Colorado Street
Austin, TX 78701 - 512-463-1808
Peter.Maass@tsus.edu

I. REVISIONS:

A. Page 4 of 26, Section 1.5.2 PROPOSAL DEADLINE AND LOCATION: The Submittal deadline has been extended to **December 17, 2020, 1:00 p.m.** The location remains unchanged. This date and time change should also be made to the following Sections:

- 1) Cover Sheet
- 2) Section 2.4.4

B. Page 5 of 26, Section 1.5.4 HUB SUBCONTRACTING PLAN DEADLINE AND LOCATION: The HUB Subcontracting plan deadline has been extended to **December 18, 2020**. The time and location remain unchanged. This date change should also be made to the following Sections:

- 1) Section 2.4.6

C. Page 10 of 26, PROJECT PLANNING SCHEDULE: The schedule shall reflect the following date changes:

2.4.1	RFP Posted.....	11/20/2020
2.4.2	Mandatory Pre-Proposal Conference.....	12/03/2020
2.4.3	RFP Submission of Written Questions Deadline (12:00 p.m.)	12/10/2020 12/09/2020
2.4.4	Deadline for submittal of Proposals (4:00 1:00 p.m.).....	12/15/2020 12/17/2020
2.4.5	Respondents names read aloud at Sul Ross State University	12/15/2020 12/17/2020
2.4.6	Deadline for submittal of HSP Sam Houston State University (2:00 p.m.).....	12/16/2020 12/18/2020
2.4.7	Respondent’s pricing Proposal read aloud at Owner’s Office (2:30 p.m.).....	01/05/2021
2.4.8	Interview shortlisted firms (if required)	01/11/2021
2.4.9	Owner selects General Contractor	01/11/2021
2.4.10	Execute General Contractor Agreement.....	01/18/2021
2.4.11	Construction Scheduled Start Date.....	01/25/2021
2.4.12	Target Construction Substantial Completion date	04/30/2021
2.4.13	Target Construction Final Completion date.....	05/31/2021

- **END OF ADDENDUM NO. 1** -

Addendum No. 2

Issued December 4, 2020

REQUEST FOR PROPOSALS FOR GENERAL CONTRACTOR COMPETITIVE SEALED PROPOSALS

**FOR
SUL ROSS STATE UNIVERSITY
ALPINE, TEXAS**

CAMPUS ACCESS PROJECTS II AND III

RFQ No.:

758-21-07016

Notice To All Respondents:

The following is Addendum No. 2 to the Request for Proposals (RFP)
Addendum No. 1 was posted on December 2, 2020
ESBD Posting No. 758-21-07016 was posted on November 20, 2020

Prepared By:

Peter Maass, Director of Capital Projects Administration
The Texas State University System
601 Colorado Street
Austin, TX 78701 - 512-463-1808
Peter.Maass@tsus.edu

I. GENERAL:

A. The Mandatory Pre-Proposal Meeting was held on December 3, via Zoom Meeting. The Attendance Sign-In Sheet is included as part of this Addendum along with the questions and answers presented in response to this solicitation.

1. **Question:** Will we all receive a list on contractors on this call today?
Answer: Yes. See attached.
2. **Question:** With Spring coming, maybe sooner or it may be later, what about landscaping and planting young trees/shrubs?
Answer: The University will work with the successful contractor to plant the landscaping as early as possible but also, when it is safe to do so.
3. **Question:** What is the budget for the project and are there funds available?
Answer: Per paragraph 2.3 of the Request for Proposals, the Construction Cost Limitation for the project is \$3.9 million dollars. The funds have already been appropriated and are available.
4. **Question:** It did not appear that the final construction drawings were finalized, has that been done yet?
Answer: The construction documents available at the “box” link noted under paragraph 2.3 of the Request for Proposals have been finalized and should be relied upon for bidding purposes. “For Construction” documents will be issued once a contractor has been selected and placed under contract.
5. **Question:** Are permits required on campus?
Answer: Except for any permits that may be required for utility tie-ins by the City of Alpine, construction permits are otherwise not required. Sul Ross State University Staff and their consultants will conduct inspections and field observation during the course of construction.

Attachments:
Pre-Proposal Sign in Sheet

- **END OF ADDENDUM NO. 2** -

Mandatory Pre-Proposal Conference (Zoom Meeting)
RFP for General Contractor CSP - RFP No. 758-21-07016
Campus Access Projects II and III at Sul Ross State University
December 3, 2020 – 2:00 p.m.

ATTENDANCE SHEET

Name	Company	Email
Izzy Esparza & Lydia Riorday	Basic IDIQ	iesparza@basicidiq.com
Steve Strain & John Darnell	Onyx Construction	steve.s@onyxcontractors.com
Ramon Salgado & Maria Mata	Pride Construction	rsalgado@pridegc.com
Jonathan Dubois	Compass Electric	jonathan@compasselectricalservices.com
Frank Patton	Imperial Construction	fpatton@imperial-construction.com
Joe Grisanti	Spartan Construction	jgrisanti@spartantxnm.com
David Acosta	Border Demolition & Environmental	dacosta@borderdemo-enviro.com
Bob Jacob	Sul Ross State University	robert.jacob@sulross.edu
Bob Chapa	Sam Houston State University	ric001@shsu.com

Addendum No. 3

Issued December 9, 2020

REQUEST FOR PROPOSALS FOR GENERAL CONTRACTOR COMPETITIVE SEALED PROPOSALS

**FOR
SUL ROSS STATE UNIVERSITY
ALPINE, TEXAS**

CAMPUS ACCESS PROJECTS II AND III

RFQ No.:

758-21-07016

Notice To All Respondents:

The following is Addendum No. 3 to the Request for Proposals (RFP)
Addendum No. 2 was posted December 4, 2020
Addendum No. 1 was posted on December 2, 2020
ESBD Posting No. 758-21-07016 was posted on November 20, 2020

Prepared By:

Peter Maass, Director of Capital Projects Administration
The Texas State University System
601 Colorado Street
Austin, TX 78701 - 512-463-1808
Peter.Maass@tsus.edu

I. GENERAL:

A. Below are the Questions that were presented along with Answers to each in relation to this RFQ as of December 9, 2020, 12:00 p.m.:

1. **Question:** Can a campus visit be scheduled and can the date for questions be pushed back?

Answer: Yes, campus visits are allowed to take measurements and confirm existing site conditions. No appointment is needed. The deadline for the receipt of questions cannot be extended as this is a high priority project.

2. **Question:** Question regarding drawings as an error noted between different dropbox links to construction drawings & alternate for Bermuda grass removal as part of bid package. Which drawings are correct?

Answer: The most current link that includes the Alternate for Bermuda Grass replacement is noted under II. Revisions, A. below. Note that information regarding the scope of this Alternate can be found in Section 012300 of the Construction Document Specifications and Sheet A-SP of the Construction Document Drawings.

II. REVISIONS:

A. Page 20 of 26, Section 5.2, **DOCUMENTS ON FILE:** The link containing the bid documents is updated to include information on a Bermuda Grass replacement Alternate. The Construction Documents are sealed, Drawings labeled as “Final”, and with a date of November 16, 2020.

The bidding documents are available for download by accessing the following link.

<https://app.box.com/s/f0154c9vuhtzw2xbn383yreqjhwntq6z>

III. ADDITIONS:

A. Page 22 of 26, Section 6.2.2, **ALTERNATE PROPOSALS:** The following Alternate is added to include the replacement of Bermuda Grass. The updated Pricing and Delivery Proposal page is included with this Addendum.

6.2.2 **ALTERNATE PROPOSALS:** The Owner reserves the right to accept or reject any Alternate Proposals in the order of its choice. The following amounts may be added to, or deducted from, the Base Proposal Cost identified above.

6.2.2.1 Replacement of Bermuda Grass

_____ **DOLLARS**
(\$ _____)

(Continued on the next page)

6.2 RESPONDENT’S PRICING AND DELIVERY PROPOSAL

RFP No.: 758-21-07016

**Project Name: RFP for Competitive Sealed Proposals
Campus Access Projects II and III at
Sul Ross State University, Alpine, Texas**

From: Respondent’s Name: _____
 Mailing Address: _____
 City, State, Zip Code: _____
 Phone Number: _____

To: Brian McCall, Ph.D.
 Chancellor
 The Texas State University System
 Austin, Texas

Having carefully examined the Uniform General Conditions for Construction Contracts (UGC), the sealed Plans and Specifications and addenda thereto, as prepared by Line and Space, LLC, 627 E. Speedway Blvd., Tucson, Arizona 85705, the Project Architect/Engineer on this Project, as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to achieve Substantial Completion of the work in accordance with the Contract Documents for the following sum (Amount shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern):

6.2.1 BASE PROPOSAL COST:

_____ DOLLARS
 (\$ _____)

6.2.2 ALTERNATE PROPOSALS: The Owner reserves the right to accept or reject any Alternate Proposals in the order of its choice. The following amounts may be added to, or deducted from, the Base Proposal Cost identified above.

6.2.2.1 Replacement of Bermuda Grass

_____ DOLLARS
 (\$ _____)

6.2.3 CONSTRUCTION MILESTONE SCHEDULE: The undersigned agrees, if awarded the contract, to achieve Substantial Completion of the Work as defined in the UGC, the plans and specifications and addenda thereto.

- 6.2.3.1 Execute General Contractor Agreement 01/18/2021
- 6.2.3.2 Construction Scheduled Start Date 01/25/2021
- 6.2.3.3 Target Construction Substantial Completion date 04/30/2021
- 6.2.3.4 Target Construction Final Completion date..... 05/31/2021

- **END OF ADDENDUM NO. 3** -