

**REQUEST FOR PROPOSALS  
FOR  
GENERAL CONTRACTOR  
COMPETITIVE SEALED PROPOSALS  
FOR  
SAM HOUSTON STATE UNIVERSITY  
HUNTSVILLE, TEXAS**

**West Plant Façade Renovation**

**RFP No.:**

**753-22-95742**

**Submission Date:**

**10/04/2022 – 2:00 p.m. (C.S.T.)**

*(See Schedule in Section 2.4)*

**Prepared By:**

Anson Ward, SHSU Construction Manager  
Facilities Planning and Construction  
Sam Houston State University  
2424 Sam Houston Ave.  
Huntsville, Texas 77341

## **TABLE OF CONTENTS**

### **Section 1 - General Information and Requirements**

- 1.1 General Information
- 1.2 Public Information
- 1.3 Type of Contract
- 1.4 Clarifications and Interpretations
- 1.5 Submission of Proposals
- 1.6 Point-Of-Contact
- 1.7 Evaluation of Proposals
- 1.8 Owner's Reservation of Rights
- 1.9 Acceptance of Evaluation Methodology
- 1.10 No Reimbursement for Costs
- 1.11 Mandatory Pre-Proposal Conference
- 1.12 Eligible Respondents
- 1.13 Historically Underutilized Business Submittal Requirements
- 1.14 Certain Proposals and Contracts Prohibited
- 1.15 Sales and Use Taxes
- 1.16 Certification of Franchise Tax Status
- 1.17 Required Notices of Worker's Compensation Insurance Coverage
- 1.18 Insurance Requirements
- 1.19 Prevailing Wage Rate Determination
- 1.20 Delinquency in Paying Child Support
- 1.21 Nondiscrimination
- 1.22 Required Posting of Contracts
- 1.23 Non-Boycott Verification
- 1.24 Cybersecurity Training Program

### **Section 2 - Executive Summary**

- 2.1 Historical Background
- 2.2 Mission Statement
- 2.3 Project Description, Scope and Budget
- 2.4 Project Planning Schedule

### **Section 3 – Requirements for Competitive Sealed Proposal**

- 3.1 Respondent's Ability to Provide Construction Services
- 3.2 Qualifications of Construction Team
- 3.3 Respondent's Past Performance on Representative Projects
- 3.4 Respondent's Past Performance on Owner Projects, State-Funded Projects or Projects at Major Institutions of Higher Education
- 3.5 Respondent's Project Planning and Scheduling for This Project
- 3.6 Respondent's Quality Control and Commissioning Program for this Project
- 3.7 Respondent's Project Safety Program for This Project
- 3.8 Execution of Offer

### **Section 4 – Requirements for Respondent's Pricing and Delivery Proposal**

- 4.1 Proposal and Bid Security
- 4.2 Respondent's Pricing and Delivery Proposal

### **Section 5 - Format of Proposals**

- 5.1 General Instructions
- 5.2 Page Size, Binding, Dividers and Tabs
- 5.3 Table of Contents
- 5.4 Pagination

### **Section 6 - Drawings and Specifications**

- 6.1 Definition
- 6.2 Documents on File
- 6.3 Uniform General Conditions

Exhibit A – Bid Proposal Bond

Exhibit B – General Construction Rules (SHSU Campus)

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**RFP No.: 753-22-95742**

**SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS**

**GENERAL INFORMATION:** Sam Houston State University (“Owner”) is soliciting Competitive Sealed Proposals (“Proposals”) for selection of a General Contractor firm for the **West Plant Façade Renovation** (“Project”), on the Sam Houston State University, Huntsville, 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 Owner 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 Respondent 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 security bonds and 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 Texas State University System’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, via-email, to the point of contact, as designated in section 1.6 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 “SAM HOUSTON STATE UNIVERSITY-753” 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 Sam Houston State University.
- 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.**

**10/04/2022 – 2:00 p.m. (C.S.T.)**

Anson Ward, SHSU Construction Manager, Facilities Planning and Construction  
Sam Houston State University  
Facilities Planning & Construction

Suite 126  
2424 Sam Houston Ave.  
Huntsville, TX 77341

- 1.5.3 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.**

**10/04/2022 – 2:00 p.m. (C.S.T.)**

Anson Ward, SHSU Construction Manager, Facilities Planning and Construction  
Sam Houston State University  
Facilities Planning & Construction  
Suite 126  
2424 Sam Houston Ave.  
Huntsville, TX 77341

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* after the HUB Subcontracting Plans are received and confirmed by the Owner. These readings will be conducted at the Sam Houston State University Facilities Management office, Conference Room 107 on **October 07, 2022 – 2:00 p.m. (C.S.T.)** located at:

2424 Sam Houston Avenue  
Facilities Management Conference Room 107  
Huntsville, TX 77341

- 1.5.4 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 Sam Houston State University Facilities Management office, Conference Room 107 on **October 07, 2022 – 2:00 PM (C.S.T.)** located at:

2424 Sam Houston Avenue  
Facilities Management Conference Room 107  
Huntsville, TX 77341

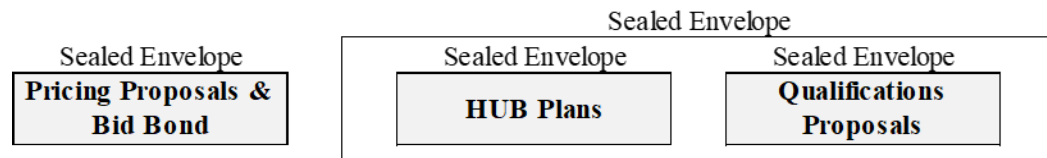
- 1.5.5 Submit **five (5)** identical hard copies of the Qualification Proposals with Execution of Offer. An original signature must be included on the “Respondent’s Execution of Offer” document submitted with each copy. ***Do not include the Pricing and Delivery Proposal information with the Qualifications/Execution of Offer.***

Submit **five (5)** identical 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.*** Submit one (1) original and (1) copy of the HSP as separate attachments to the

Proposals 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.***

1.5.6

**Proper way to package files to be submitted**



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.

- 1.5.7 The Owner will not acknowledge or consider Proposals or HSPs that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.8 Properly submitted Proposals and HSPs will not be returned to the Respondents.
- 1.5.9 Questions about the HSP should be directed to Sam Houston State University HUB Coordinator:

William Tidwell, HUB Coordinator  
Phone: (936)-294-1904  
Email: pur\_wht@shsu.edu

- 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**.

Anson Ward  
Construction Manager, Facilities Planning and Construction  
Sam Houston State University  
2424 Sam Houston Ave.  
Huntsville, Texas 77341  
[anson@shsu.edu](mailto:anson@shsu.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 at the time and location described below.

**September 19, 2022 – 2:00 P.M. (C.S.T.)**

Sam Houston State University, West Plant  
1831 University Avenue  
Huntsville, TX 77341

A guided tour of the **project site** will be included as a part of the conference agenda. This will be the only opportunity for potential respondents to view the Project site(s) before the submittal of Proposals.

- 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 to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses ("HUB") in all contracts. Accordingly, specific plans and representations by Respondents that appear to facilitate the Owner's commitment to supporting HUB enterprises will be favorably considered in the selection process. Failure to submit a required HUB Subcontracting Plan ("HSP") will result in rejection of the Proposals and disqualification of Respondent. 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>. When completing the HSP make note that the University's HUB goals are as follows:

Building Construction	21.10%
Special Trade	32.90%
Professional Services	23.70%
Other Services	26.00%
Commodities	21.10%



- 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 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 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 Walker County, TX; Construction Type: Building, County: Walker County in 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, consultants, officers, and employees, who are provided credentials granting access to Owner's computer system also known as Owner's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Owner. The cybersecurity training program must be completed during the term and any renewal period of this Agreement. Respondent shall verify in writing completion of the program to the Owner within the first thirty (30) calendar days of the term and any renewal period of this Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.

## **SECTION 2 – EXECUTIVE SUMMARY**

- 2.1 **HISTORICAL BACKGROUND:** Founded in 1879, Sam Houston State University is the third oldest public university in Texas. During its 143 years of service, the University has touched the lives of generations of Texans while helping shape the educational, social, economic, and cultural development of the state. Sam Houston State University is a doctoral-granting university located in the rapidly growing 1-45 corridor north of Houston. Currently, Sam Houston State University has approximately 21,500 students enrolled in one of the 90 undergraduate, 70 graduate or 10 doctoral programs offered by 8 colleges.
- 2.2 **MISSION STATEMENT:** Sam Houston State University provides high quality education, scholarship, and service to qualified students for the benefit of regional, state, national, and international constituencies.
- 2.3 **PROJECT DESCRIPTION AND SCOPE:**
- 2.3.1 The Contractor shall provide all of the materials, equipment, labor and coordination required to complete the scope of work as generally described below, and as further detailed in the Drawings, Specifications and Exhibit B. It includes but is not limited to:
- The contract documents as prepared by PGAL, Inc, titled West Central Plant Exterior Renovation, dated 08/10/2022.
  - The 2022 Uniform General Conditions.
  - The Texas State University Systems Division 1 Specifications.
  - Relocation of any fire alarm equipment is General Contractor responsibility.
  - The scope of this project includes the selective demolition and replacement of exterior metal paneling at West Plant. The scope includes painting exterior areas of the West Plant cooling tower and overhead doors. The scope includes miscellaneous

weatherproofing, exterior caulking, new sheathing, new coping, and various roofing repair work. Also, the scope includes providing and installing six new windows at southwest of building and new plaster at southwest of building.

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

2.4.1	RFP Issued .....	09/12/2022
2.4.2	Mandatory Pre-Proposal Conference .....	09/19/2022
2.4.3	Deadline for submission of written questions (12:00 pm) .....	09/22/2022
2.4.4	Deadline for submittal of Proposals (2:00 pm) .....	10/04/2022
2.4.5	Deadline for submittal of HSP (2:00 pm) .....	10/04/2022
2.4.6	Read Respondents name aloud .....	10/07/2022
2.4.7	Read Respondents Pricing Proposal aloud .....	10/07/2022
2.4.8	Interview shortlisted firms (if required) .....	10/11/2022
2.4.9	Owner selects General Contractor .....	10/13/2022
2.4.10	Execute General Contractor Agreement .....	10/18/2022
2.4.11	Notice to Proceed .....	10/21/2022
2.4.12	Onsite construction to start .....	02/06/2023
2.4.13	Substantial Completion .....	05/22/2023
2.4.14	Final Completion .....	06/02/2023

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 responding to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

3.1 **CRITERION ONE: RESPONDENT’S ABILITY TO PROVIDE CONSTRUCTION SERVICES:** (Criterion Weight: 10%)

- 3.1.1 Provide a brief history of Respondent’s firm.
- 3.1.2 Provide the following information on your firm for the past **five** (5) fiscal years:
  - 3.1.2.1 Volume:
    - 3.1.2.1.1 Annual number, value and percent change of contracts in Texas per year
    - 3.1.2.1.2 Annual number, value and percent change of contracts nationally per year
  - 3.1.2.2 Revenues: Annual revenue totals and percent change per year
  - 3.1.2.3 Bonding:
    - 3.1.2.3.1 Total bonding capacity
    - 3.1.2.3.2 Available bonding capacity and current backlog
- 3.1.3 State whether Respondent is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, explain the impact both in organization and company direction.
- 3.1.4 Provide details of any past or pending litigation, or claims filed, against Respondent that may affect its performance under an Agreement with the Owner.

3.1.5 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.

3.1.6 State whether Respondent has ever failed to complete any work which it was awarded.

3.2 CRITERION TWO: QUALIFICATIONS OF CONSTRUCTION TEAM AND THE EXECUTION OF SERVICES: (Criterion Weight: 10%)

3.2.1 Provide resumes of all Respondent's team members that will be dedicated to and directly involved in the Project, including their experience with similar projects, definition of that person's specific role in the Pre-Construction and Construction phases for the Project, the number of years with the Respondent, and their city of residence. 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 of the proposed team members identified above, describe their responsibilities in each of the representative projects presented in 3.3 and compare them with their anticipated responsibilities in this Project.

3.2.3 Identify any consultants that are included as part of the proposed team, their role related experience for this Project. List projects for which the consultant(s) have previously worked with the Respondent.

3.2.4 Describe, in graphic and written form, the proposed Project organizational chart indicating 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 Project for Construction, Close-Out, and Warranty services.

3.3 CRITERION THREE: RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS: (Criterion Weight: 10%)

3.3.1 Identify and describe the proposed team's past experience for providing construction services 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. 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, and description

3.3.1.2 Photographic color images of exterior, interior, and floor plans and site plans if applicable

3.3.1.3 Original construction cost and final construction cost. Explain the reasons for any deviations.

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 Date of the Notice to Proceed, originally planned and actual Substantial Completion, and Final Payment dates for construction services. Explain reasons for any deviation.

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(s) (individual responsible for coordinating the

- day- to-day work)
- 3.3.1.9 Names of mechanical, plumbing, electrical, and other major subcontractors.
- 3.3.2 References (for each project listed above, identify the following):
  - 3.3.2.1 The owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number and email address
  - 3.3.2.2 The A/E's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone number and email address
  - 3.3.2.3 Length of business relationship with the owner

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

3.4 CRITERION FOUR: RESPONDENT'S ABILITY TO MEET SCHEDULES: (Criterion Weight: 5%)

- 3.4.1 Provide a Critical Path Method milestone schedule using the Project Planning Schedule in Section 2.4. Identify specific critical process, phases, milestones, approvals, and procurements anticipated. Include the ten percent (10%) total project float that will be required in the critical path during construction. If Respondent proposes to improve the schedule, describe the impact on quality of services, materials or workmanship that may occur.
- 3.4.2 Describe what Respondent perceives are the critical construction issues for this Project that could affect timely completion.
- 3.4.3 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 of this RFP, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

3.5 CRITERION FIVE: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT: (Criterion Weight: 5%)

- 3.5.1 Describe Respondent's quality assurance program. Explain the methods used to ensure quality control during the construction phases of a project. Provide a specific example from one (1) of the representative projects, listed in response to Section 3.3 of this RFP, of how Respondent's quality control program overcame a difficult constructability issue and resulted in higher quality project.
- 3.5.2 Describe Respondent's procedures for implementing industry's "best practices" as defined by the Construction Industry Institute or similar organizations for:
  - 3.5.2.1 Establishing and tracking project objectives.
  - 3.5.2.2 Partnering.
  - 3.5.2.3 Cost tracking.
  - 3.5.2.4 Change (order) management systems.
  - 3.5.2.5 Building systems commissioning including coordination with the A/E and the Owner's commissioning agent.
  - 3.5.2.6 Total quality management for each phase of the Project, including coordinating with the Owner's project inspectors, testing, training, close-out, and warranty service.

- 3.5.3 Describe how Respondent's quality control team will measure the quality of construction and commissioning performed by all trades, but in particular, by mechanical and electrical subcontractors and how Respondent will address non-conforming work.

3.6 CRITERION SIX: RESPONDENT'S ABILITY TO MANAGE CONSTRUCTION SAFETY RISKS: (Criterion Weight: 5%)

- 3.6.1 Briefly describe Respondent's approach for anticipating, recognizing, and controlling safety risks and note the safety resources that Respondent provides for each project's safety program.
- 3.6.2 Describe the level of importance for enforcement and support of project safety that Respondent includes in performance evaluations for superintendents and project managers.
- 3.6.3 Identify the proposed safety management team members for construction services. Include their previous titles, duties, city(s) of residence, experience, and expertise; also, their intended percent of monthly involvement and duration for this Project. Include all details necessary to demonstrate the credentials required by project safety specifications.
- 3.6.4 Describe the methodology, including any technology or other assets that Respondent intends to use for prevention and/or control of incidents and insurance claims on this Project.
- 3.6.5 Describe the safety and insurance claims history information and weighting that Respondent includes in the submission and award process for "best value" subcontracts.
- 3.6.6 For all projects that Respondent has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity:
  - 3.6.6.1 Any occupational illness or injury that resulted in death or total and permanent disability.
  - 3.6.6.2 Three (3) occupational illnesses or injuries that resulted in hospital admittances.
  - 3.6.6.3 Explosion, fire, or water damage that claimed five percent (5%) or more of the project's construction value.
  - 3.6.6.4 Failure, collapse, or overturning of a scaffold, excavation, crane, or motorized mobile equipment when workers were present at the project.
- 3.6.7 Identify the Respondent's Experience Modification Rate ("EMR") for the three (3) most recent annual insurance-year ratings.
- 3.6.8 Identify Respondent's annual OSHA Recordable Incident Rates ("RIR") for all work performed during the past three (3) calendar years.
- 3.6.9 Identify Respondent's annual OSHA Lost Workday Case Incident Rates ("LWCIR") for all work performed during the past three (3) calendar years.

3.7 CRITERION SEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT: (Criterion Weight: 5%)

- 3.7.1 Describe Respondent's warranty service support philosophy and warranty service implementation plan for this Project.
- 3.7.2 Describe how Respondent will measure the quality of warranty service provided to the Owner

for this Project.

- 3.7.3 Provide reference letters from three (3) owners identified in Sections 3.3 of this RFQ/P, that describe Respondent's response to, and performance on, warranty services AFTER substantial completion.

3.8 EXECUTION OF OFFER:

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, 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 RFQ/P is a solicitation for Qualifications and Proposal and is not a contract or an offer to contract; (2) the submission of Qualifications and Proposal by Respondent in response to this RFQ/P 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 RFQ/P; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ/P.
- 3.8.2 By signature hereon, Respondent offers and agrees to furnish to the Owner products and/or services more particularly described in it Qualifications and to comply with all terms and conditions and requirements set forth in the RFQ/P documents and contained herein.
- 3.8.3 By signature hereon, Respondent affirms that it has neither given, nor intend 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 Qualifications and Proposal.
- 3.8.4 By signature hereon, Respondent affirms that it 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, Respondent hereby certifies that neither the Respondent nor anyone acting on behalf of 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 Qualifications and 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 RFQ/P;
- 3.8.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ/P;
- 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 RFQ/P 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 RFQ/P 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 RFQ/P 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 Qualifications.
- 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 bidder 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



Owner or any component within the immediate twelve (12) months prior to Respondent's RFQ/P 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 RFQ/P. (ref. Section 2155.004 *Texas Government Code*).
- 3.8.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ/P 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 his 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 Qualifications.
- 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 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. Respondent shall verify in writing completion of the program to the Owner within the first thirty (30) calendar days of the term and any renewal period of this 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 Qualifications, 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.

[Execution of Offer continues next page]

3.8.9 Execution of Offer: **RFP No. 753-22-95742, General Contractor for – West Plant Façade Renovation, Sam Houston State University, Huntsville, 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 ten percent (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 – REQUIREMENTS FOR RESPONDENT’S PRICING AND DELIVERY PROPOSAL**

### **4.1 PROPOSAL AND BID SECURITY**

- 4.1.1 Complete the “Respondent’s Pricing and Delivery Proposal”.
- 4.1.2 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 Sam Houston State University, Attention: Anson Ward, 2424 Sam Houston Ave., Huntsville, Texas 77341, 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.
- 4.1.3 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 security bonds and insurance coverage.
- 4.1.4 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.
- 4.1.5 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 following page)*

**4.2     RESPONDENT’S PRICING AND DELIVERY PROPOSAL**

**RFP No.:       753-22-95742**

**Project Name: RFP for Competitive Sealed Proposals**  
**West Plant Façade Renovation - Phase One at Sam Houston State University**

From: Respondent’s Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

To:               Chuck Jones  
                    Director, Facilities Planning & Construction  
                    Sam Houston State University  
                    2424 Sam Houston Ave.  
                    Huntsville, Texas 77341

Having carefully examined the Uniform General Conditions for Construction Contracts (UGC), the sealed Plans and Specifications and addenda thereto, as prepared by PGAL Architects, 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):

**4.2.1   BASE PROPOSAL COST:**

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

**4.2.2   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.

4.2.3.1 Execute General Contractor Agreement .....10/18/2022  
4.2.3.2 Notice to Proceed .....10/21/2022  
4.2.3.3 Onsite construction to start.....02/06/2023  
4.2.3.4 Substantial Completion .....05/22/2023  
4.2.3.5 Final Completion.....06/02/2023

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 date. The Owner can be expected to work with the highest-ranking Respondent to validate and improve on this initial schedule.

- 4.2.3 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 \_\_\_\_

- 4.2.4 LIQUIDATED DAMAGES: The undersigned agrees that, from the compensation otherwise to be paid, the Owner may withhold the sum of **Five Hundred and No/100 dollars (\$500.00)** 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.

- 4.2.5 BID BONDS: The undersigned shall include a Certified Check or Bid Proposal Bond Payable to the President, Sam Houston State University, in an amount not less than five percent (5%) of the largest possible total proposed cost, including consideration of alternates, accompanying this Proposal is left in escrow with the President, Sam Houston State University; that its 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 Bonds, 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 written notification of the award of the Contract, then the check shall become the property of the Owner, or the Bid Proposal Bond shall become subject to forfeiture to the Owner. The Bid Proposal Bond form is attached as Exhibit A. Any other Bid Bond document or form will not be accepted.

- 4.2.6 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 price, after notification that the Respondent has been identified by the Owner as the Respondent with the "best value" Proposal. The bonds shall be in the full contract amount.

- 4.2.7 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 ten percent (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

\_\_\_\_\_  
(Date)

## **SECTION 5 – FORMAT OF PROPOSALS**

### **5.1 GENERAL INSTRUCTIONS**

- 5.1.1 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.
- 5.1.2 Proposals shall be a MAXIMUM OF FOURTY (40) PRINTED PAGES SINGLE-SIDED OR TWENTY (20) 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.
  - 5.1.2.1 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.
- 5.1.3 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.
- 5.1.4 Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the Owner.
- 5.1.5 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.
- 5.1.6 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.
- 5.1.7 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.
- 5.1.8 Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposals.

### **5.2 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.

5.3 **TABLE OF CONTENTS:**

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

5.4 **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 6 - DRAWINGS AND SPECIFICATIONS**

6.1 **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.

6.2 **DOCUMENTS ON FILE:** Complete sets of drawings and specifications are posted with this RFQ.

6.3 **UNIFORM GENERAL CONDITIONS:** Uniform General Conditions (“UGC”) can be found on The Texas State University System website at: <https://www.tsus.edu/offices/finance/capital-projects.html>



EXHIBIT A  
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 President of Sam Houston State University 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: \_\_\_\_\_

\_\_\_\_\_, Project No. \_\_\_\_\_, (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.

## EXHIBIT B

### GENERAL CONSTRUCTION RULES – SAM HOUSTON STATE UNIVERSITY (SHSU) CAMPUS

#### **Construction Sequence:**

Contractor shall coordinate with Owner, Engineer and other Contractors to develop a construction sequence that ensures minimal interruption to university operations.

#### **General Comments:**

1. The Contractor is responsible for verifying all field measurements and locating all existing utilities prior to commencement of construction.
2. The Contractor is responsible for following SHSU Campus Guidelines for construction.  
Link: <http://www.shsu.edu/dept/facilities-management/ae-guidelines/>
3. The Contractor shall be responsible for carefully laying out his work at the job site to conform to the actual conditions.
4. The Contractor, by submitting a bid on this work, sets forth that he has the technical training, ability and License (as required) and that he will install his work in a satisfactory and workmanlike manner up to the best standards of the trade, complete and in good working order and shall complete the job in a timely manner.
5. The Contractor shall construct temporary fence, barricades, warning signs, hazard and warning lights, walks, passage-ways, and similar temporary barriers and enclosures that are necessary to protect persons and property from hazards or damage due to this project. The Contractor is responsible for post installation clean up.
6. SHSU, without invalidating the agreement, may order extra work or make changes by altering, adding to or deducting from the work or material to be furnished under this contract, the contract sum being adjusted accordingly. SHSU reserves the right to make essential installations which are pertinent to the use of the areas of the project. Within this right the Owner may let other contracts or may do such work with its own labor forces and materials. The Contractor shall cooperate to the end that the Owner may realize complete functioning of the project on the day of substantial completion. Any changes in this agreement must be in writing and signed by the authorized Purchasing Department representative of Sam Houston State University.
7. The Contractor shall comply with all requirements of the contract regarding site clean-up, substantial completion, final inspection and any other requirements as specified to complete the project. Contractor shall be responsible for removal and disposal of all debris from site upon completion of project.

**8.** The Contractor shall repair or make good any damage to SHSU & surrounding property resulting from any of his operations. Additionally, Contractor shall be responsible for any damage to personal property belonging to SHSU students, faculty or staff resulting from any of his operations.

**9.** The Contractor shall be responsible for providing field offices if required and restroom facilities for onsite workers.

The Contractor shall be responsible for all utility termination coordination with the City of Huntsville and the respective utility providers.