

SECTION 00 01 01 – PROJECT TITLE PAGE

PROJECT MANUAL FOR

TEXAS A&M UNIVERSITY
SUP3 EXPANSION
COLLEGE STATION, TEXAS 77843

TAMU SYSTEM PROJECT NUMBER 02-3316

ISSUED FOR CONSTRUCTION
MAY 27, 2021

PREPARED BY:
EEA CONSULTING ENGINEERS
6615 VAUGHT RANCH ROAD
SUITE 100
AUSTIN, TX 78730
(512)744-4414

EEA PROJECT NUMBER: 20200213

SECTION 00 01 02 – PROJECT INFORMATION

PART 1 GENERAL

1.1 PROJECT IDENTIFICATION

- A. Project Name: SUP3 Expansion, located at: 477 Joe Routt Blvd, College Station, TX 77843
- B. The Owner, hereinafter referred to as Owner: Texas A&M University

1.2 PROJECT DESCRIPTION

- A. Summary Project Description: Physical expansion of existing Satellite Utility Plant 3 to include new equipment and relocation of some site utilities.
- B. Contract Scope: Renovation.

1.3 PROJECT CONSULTANTS

- A. The Engineer, hereinafter referred to as Architect: EEA Consulting Engineers.
 - 1. Address: 6615 Vaught Ranch Road, Suite 100.
 - 2. City, State, Zip: Austin, TX 78730.
 - 3. Phone/Fax: (512)744-4400.

1.4 PROCUREMENT TIMETABLE

- A. Bid Date and Time: Reference Supplemental Instruction for Competitive Sealed Proposals.
- B. Contract Time: 550 days.
- C. Desired Substantial Completion Date: 03.31.2023.

END OF SECTION 000102

**SUP3 EXPANSION
TEXAS A&M UNIVERSITY
COLLEGE STATION, TEXAS
PROJECT NO. 02-3316**

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AREA MANAGER, ENGINEERING
OFFICE OF FACILITIES PLANNING & CONSTRUCTION**

THE TEXAS A&M UNIVERSITY SYSTEM

SECTION 00 01 07 – PROJECT DIRECTORY AND SEALS

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PROJECT:

SUP3 EXPANSION
TEXAS A&M UNIVERSITY
COLLEGE STATION, TX

PROJECT NUMBER:

TEXAS A&M UNIVERISTY OFPC PROJECT NUMBER: 02-3316
EEA PROJECT NUMBER: 20200213

(CONTINUED)

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**THE TEXAS A&M UNIVERSITY SYSTEM
INSTRUCTIONS FOR COMPETITIVE SEALED PROPOSALS**

1.0 GENERAL:

- 1.1 In accordance with Sec. 51.783, Texas Education Code, the Board of Regents of The Texas A&M University System is requesting Competitive Sealed Proposals (CSP) from general construction contractors.
- 1.2 All data submitted with a Proposal, except as noted herein, is deemed to be a part of the terms and conditions of the Contract.
- 1.3 It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and our purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing. Subcontracting opportunities are anticipated for this Request for Competitive Sealed Proposals (RFCSP) and therefore a HUB Subcontracting Plan (HSP) is required.

2.0 RECEIPT OF PROPOSALS:

- 2.1 Proposals will be received at the time, place and under conditions set forth in the published RFCSP.
- 2.2 Proposal documents are obtainable from the Architect/Engineer (A/E) under conditions set forth in the RFCSP.

3.0 INFORMATION INQUIRIES:

- 3.1 Information inquiries regarding the CSP process should be directed to the Chief Facilities Officer for the Office of Facilities Planning & Construction at telephone: (979) 458-7000.
- 3.2 See "Supplemental Instructions for Competitive Sealed Proposals" for information inquiries regarding the technical aspects of the Drawings and Specifications.
- 3.3 Information inquiries regarding the HUB Program and HSP process should be directed to the HUB Program Director as listed in Part 3, HUB Subcontracting Plan for Construction Services.

4.0 DISCREPANCIES AND INTERPRETATIONS:

- 4.1 Proposer must notify the Project Manager and the A/E, in writing, at least eight (8) business days prior to the scheduled Proposal opening date, if discrepancies, ambiguities or omissions are found in the Proposal documents, or if further information or interpretation is desired.
- 4.2 Answers to inquires will be provided in writing to all proposers in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of

the Proposal documents. All addenda will be incorporated into and bound with the Contract Documents. No other explanation or interpretation will be considered binding.

5.0 SUBMITTAL PROCEDURE:

- 5.1 There are two parts to the Competitive Sealed Proposal: **Part 1A and Part 1B**. Submit one (1) original Competitive Sealed Proposal by the time stated per part sealed in a unimailer envelope furnished by the A/E or available at The Texas A&M University System Office of Facilities Planning & Construction.
- 5.2 Enclose the Bid/Proposal Bond or other acceptable Proposal guaranty in the small envelope affixed to the outside of the unimailer envelope for Part 1A.
- 5.3 Complete the proposer identification information on the unimailer envelope.
- 5.4 Submit Part 2, Technical Proposal, Proposer's Qualifications by the time stated and in the quantity called for in the Supplemental Instructions for Competitive Sealed Proposals.
- 5.5 Submit Part 3, Technical Proposal, HUB Subcontracting Plan for Construction Services by the time stated and in the quantity called for in Section 2.5 of the Supplemental Instructions for Competitive Sealed Proposals. The HSP shall be submitted as a separate document with sections appropriately tabbed.
- 5.6 If the Proposal is submitted by mail, place the unimailer envelope in a mailing envelope addressed per the Supplemental Instructions for Competitive Sealed Proposals. Delivery of all Proposal parts prior to the advertised time set for the Proposal receipt and subsequent submittal deadlines is the responsibility of the proposer.

6.0 PREPARATION OF COMPETITIVE SEALED PROPOSAL:

- 6.1 The Proposal must be based on conditions at the project site, the project Drawings and Specifications and any addenda issued.
- 6.2 The Proposal, Part 1, Technical Proposal, must be authoritatively executed *in blue ink* and submitted on the Proposal form furnished by the A/E.
- 6.3 If the Part 2, Proposer's Qualifications form does not provide sufficient space to adequately respond to a question, the proposer should attach additional 8 1/2" X 11" white paper sheets as required, referencing the page and question numbers to which the response pertains.
- 6.4 A Proposal showing omissions, alterations, conditions, or carrying riders or other qualifiers which modify the Proposal form may be rejected as irregular.
- 6.5 The various sections of the Part 2 and Part 3 Proposal data should be separated by tabbed dividers. The tabs must identify the sections by name rather than simply a number or alphabet.

- 6.6 If the proposer chooses to issue a "No Response" (N/R) to a question on the Proposal, an explanation of this action is required. Failure to do so may be viewed by the Owner as an incomplete response and may subject the entire Proposal to rejection.
- 6.7 Only one Part 1, Technical Proposal shall be submitted by each proposer. If two or more Part 1, Technical Proposals are submitted, either in one envelope or in separate envelopes, such multiple Proposals may be subject to rejection. The blank Proposal form bound in the Specification is for the proposer's information only.
- 6.8 A fully completed and executed Part 3, HUB Subcontracting Plan acceptable to the Owner must be submitted as directed in the Supplemental Instructions for Competitive Sealed Proposals. Failure to submit a Part 3, HUB Subcontracting Plan will constitute an irregular proposal which will be rejected. The HSP shall not be modified after the time set for receipt except as set forth in the Part 3, HUB Subcontracting Plan for Construction Services.
- 6.9 The proposer may modify a Part 1 Proposal by means of marking an add or deduct to a line in the Part 1 Proposal on the outside of the unmailer in ink with individuals initials prior to the advertised time set for the receipt of Proposals in the published RFCSP. The add or deduct must not reveal the Proposal price but should identify the addition or subtraction or other modification(s) so that the final prices will not be known until the sealed Proposal is opened. Any such modification shall be confirmed on company letterhead and executed by a company officer and received by the presiding official within two (2) working days after the date of the Proposal opening, otherwise the Proposal modification will be ignored and the total Proposal may be rejected.
- 6.10 Proposals received after the advertised time for the Proposal receipt will be ineligible and will be returned unopened.
- 6.11 Before publicly opening the proposals, the HUB Coordinator official shall make a cursory review of the proposer's HSP to determine if a good faith effort has been made and for preliminary acceptability. If no HSP is submitted or if the submitted Plan is not complete and cannot be made complete under this procedure or is not indicative of a good faith effort as defined in the Part 3, HUB Subcontracting Plan Submittal instructions and the Owner's Policy on Utilization of HUBs, the HUB Program Director will publicly announce this to those in attendance at the opening, reject the proposal and return all submitted proposal parts to the proposer unopened.
- 6.12 After all Proposals are publicly opened, but before they are read aloud, they will be examined by the presiding official to determine if they are complete, in proper form and properly signed. If an error or omission is discovered and classified by the presiding official as a technicality which the Owner has reserved the right to waive, the proposer's representative may be permitted to make the appropriate correction. Any such correction will be announced and explained to those present at the Proposal opening. A Proposal which is not and cannot be made eligible for consideration under this procedure will not be read, nor will the Proposal prices be revealed.
- 6.13 A proposer will receive no compensation or reimbursement of expenses incurred in the preparation of a CSP submission.

6.14 The Owner reserves the right to reject any or all Proposals.

7.0 PUBLIC INFORMATION AND NOTICE OF CONFIDENTIALITY

7.1 The Owner considers all Proposal information, documentation and supporting materials submitted in response to this RFCSP to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to the public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the execution of the contract.

7.2 The Proposer must identify and designate those portions of their technical Proposal which contains trade secrets or other proprietary data. If the Proposal includes such data, the proposer shall:

1. Mark the cover sheet of the Technical Proposal with the following phrase: "This Proposal includes data that shall not be disclosed outside The Texas A&M University System and the A/E design team and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal."
2. Mark each sheet and the specific data on that sheet that the proposer wishes to restrict with the following phrase: "Use or disclosure of this specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Proposal."

8.0 PROPOSAL GUARANTY:

8.1 A certified or cashier's check from a State or National Bank or a Bid/Proposal Bond on The Texas A&M University System Bid/Proposal Bond (A&M System Form C-2), from a Surety authorized to transact business in the State of Texas, with a rating of A- or better with A.M. Best Company and listed in the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies in the amount of not less than five percent (5%) of the greatest total amount of the proposed contract amount, payable without recourse to the order of the Board of Regents of The Texas A&M University System, must accompany the Proposal as a guaranty that, if awarded the Contract, the proposer will promptly enter into and execute the Contract and Performance and Payment Bonds on the forms provided.

8.2 The Bid or Proposal Bond must be accompanied by a properly dated and executed Power of Attorney with a live Surety seal on each document. Failure to do so will constitute an irregular Proposal which may be rejected. Use of a Surety company's bond form is not acceptable and will cause the Proposal to be rejected.

8.3 Should the successful proposer fail to execute the Contract and Bonds within fifteen (15) days after the date of transmittal of the Contract Documents for execution, the Proposal Guaranty becomes the property of the Owner, not as a penalty, but as liquidated damages.

8.4 Proposal guaranties of all proposers will be retained until after the Contract and Bonds have been executed.

9.0 PRE-QUALIFICATION OF PROPOSER

- 9.1 The Owner, at its option, may elect to pre-qualify proposers. If pre-qualification is to be accomplished, proposers will be required to submit all or specific parts of the information required by the RFCSP with the exception of pricing information. Pre-qualification may not be a conclusive determination that a proposer offers the best value to the Owner.
- 9.2 A pre-qualified Proposal may be rejected on the basis of subsequently discovered information, but failure to pre-qualify does not prevent a subsequent determination that a proposer offers the best value to the Owner regarding a specific proposal.

10.0 PROPOSER REQUIREMENTS:

- 10.1 As required by Chapter 231, Texas Family Code, a Proposal for a contract to be paid from state funds must include the name and social security number of the sole proprietor, each partner, shareholder or owner with an ownership interest of at least 25 percent of the business entity submitting the Proposal.
- 10.2 The Texas Family Code requires each Proposal to include the following statement: “Under Section, 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract Proposal 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.” Proposer agrees with this certification statement upon submittal of a properly executed Proposal.
- 10.3 All proposals that have a contract value of \$100,000 or more shall contain a Historically Underutilized Business (HUB) Subcontracting Plan. Each Proposer must have made a good faith effort in developing the HSP. The instructions for preparing the HSP are located in the Part 3, HUB Subcontracting Plan.
- 10.4 Out of state corporate proposers must submit a Certificate of Good Standing or a Certificate of Authority with their Proposal. This certificate may be applied for through the office of the Texas Secretary of State.

11.0 OWNERSHIP OF THE COMPETITIVE SEALED PROPOSAL

- 11.1 Submitted Proposals, documentation and supporting materials shall become the property of the Owner.

12.0 SITE INVESTIGATION:

- 12.1 It is the responsibility of each proposer to examine the project site, existing improvements and adjacent property and be familiar with existing conditions before submission of a Proposal.
- 12.2 After investigating the project site and comparing the Drawings and Specifications with the existing conditions, the proposer should immediately notify the A/E, in accordance with paragraph 4.0 of these Instructions for Competitive Sealed Proposals, of any conditions for

which requirements are not clear; or about which there is any question regarding the extent of the Work involved.

- 12.3 Should the successful proposer fail to make the required investigation and should a question arise after award of contract as to the extent of the Work involved in any particular case, after receiving recommendations from the A/E, the Owner will make the interpretation of the Contract Documents.

13.0 EVALUATION AND CONTRACT AWARD PROCESS:

- 13.1 Proposals will be opened publicly to identify the names of the proposer and their respective proposed contract amount and contract time. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award or rejection action.
- 13.2 Proposals will be evaluated by the Owner and the A/E. The criteria for evaluation and selection of the successful proposer for this award will be based upon the factors listed below:
- (1) Proposed construction contract amount – 72%
 - (2) Proposed construction contract time – 8%
 - (3) Proposer’s experience and qualifications – 10%
 - (4) Proposer’s ability to assist The Texas A&M University System in meeting/exceeding goals for Historically Underutilized Business participation – 4%
 - (5) Litigation/claims/compliance – 2%
 - (6) Proposer’s Quality Control program – 2%
 - (7) Proposer’s safety record and program – 2%
- 13.3 After opening the Proposals, the Owner will evaluate and rank each Proposal with respect to the published selection criteria described under Section 13.2. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification or modification, or the Owner may discuss with the selected proposer, offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, the Owner will not disclose any information derived from the Proposals submitted by competing firms in conducting such discussions.

If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked proposer, the Owner will terminate discussions with that proposer. The Owner will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.

- 13.4 Immediately following the Owner's approval of the order of ranking of proposers and the Owner's contract award or Proposal rejection action, the proposers will be notified.
- 13.5 The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.
- 13.6 The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any proposer.
- 13.7 The Owner agrees that if the Contract is awarded, it will be awarded to the proposer offering the best value to the Owner. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

THE TEXAS A&M UNIVERSITY SYSTEM SUPPLEMENTAL INSTRUCTIONS FOR COMPETITIVE SEALED PROPOSALS

These "Supplemental Instructions for Competitive Sealed Proposals," amend and supplement the "Instructions for Competitive Sealed Proposals" and shall govern in the event of any conflict with the "Instructions for Competitive Sealed Proposals."

1.0 PROPOSAL DOCUMENTS:

- 1.1. Drawings and Specifications have been prepared by the architectural/engineering (A/E) firm of **EEA Consulting Engineers**. Documents include Drawings and Specifications dated **May 27, 2021**.
- 1.2. Information inquiries regarding the Competitive Sealed Proposals (CSP) method of procurement should be directed to Mr. Brett McCully, Chief Facilities Officer, Office of Facilities Planning & Construction, The Texas A&M University System at (979) 458-7000.
- 1.3. Inquiries regarding the technical aspects of the Drawings, Specifications and other CSP documents should be directed to **EEA Consulting Engineers, Mark Mikulin, markmikulin@eeace.com, 512-744-4414**.

2.0 PROPOSAL DEADLINE AND REQUIRED SUBMITTALS:

- 2.1. Proposals will be received by Mr. Brett McCully, Chief Facilities Officer, The Texas A&M University System, Office of Facilities Planning & Construction, 301 Tarrow Street 2nd Floor, College Station, Texas 77840-7896, in parts, at times and dates as follows:
- 2.2. **PART 1[A] – BASE BID AND UNIT PRICING ONLY COMPETITIVE SEALED PROPOSAL**, will be received by Mr. McCully at the aforementioned location **until 2:00 p.m., Tuesday, July 6, 2021**, then publicly opened and read aloud after review of Part 3.
 - 2.2.1. Part 1[A] Proposals must include the following:
 - 2.2.1.1. One (1) executed original Competitive Sealed Proposal, PART 1[A] Technical Proposal, sealed in the unmailer envelope provided.
 - 2.2.1.2. Certified or Cashier's Check or One (1) executed original Bid/Proposal Bond (A&M SYSTEM Form C-2), sealed in the small envelope affixed to the outside of the unmailer envelope.

- 2.2.2. FAILURE TO SUBMIT A COMPLETE PROPOSAL WILL BE VIEWED BY THE OWNER AS A NON-RESPONSIVE PROPOSAL WHICH WILL BE SUBJECT TO REJECTION.
- 2.3. **PART 1B – ALTERNATES ONLY, COMPETITIVE SEALED PROPOSAL**, will be received by Mr. McCully at the aforementioned location **until 3:00 p.m., Tuesday, July 6, 2021**; then publicly opened and read aloud after review of Part 3.
- 2.3.1. Part 1B Technical Proposals ALTERNATES ONLY must include the following:
- 2.3.1.1. One (1) executed original Competitive Sealed Proposal, PART 1[B] Technical Proposals ALTERNATES ONLY, sealed in the unimailer envelope provided.
- 2.3.2. FAILURE TO SUBMIT A COMPLETE PROPOSAL **THAT INCLUDES ALL ALTERNATES** WILL BE VIEWED BY THE OWNER AS A NON-RESPONSIVE PROPOSAL WHICH WILL BE SUBJECT TO REJECTION.
- 2.4. Six (6) copies of **PART 2, TECHNICAL PROPOSAL, PROPOSER'S QUALIFICATIONS**, will be received **until 2:00 p.m., July 6, 2021**, by Mr. McCully at the aforementioned location. Include a copy of information on an electronic formatted media device.
- 2.5. One (1) copy of **PART 3, TECHNICAL PROPOSAL, HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN**, will be received **until 2:00 p.m., Tuesday, July 6, 2021**, by Mr. McCully at the aforementioned location. The HUB Subcontracting Plan shall be clearly labeled “HUB Subcontracting Plan, SUP3 Expansion, Project No. 02-3316”. Sections shall be appropriately tabbed for easy reference.
- 2.5.1. FAILURE TO SUBMIT A COMPLETE AND ACCEPTABLE HUB SUBCONTRACTING PLAN WILL BE VIEWED BY THE OWNER AS A NON-RESPONSIVE PROPOSAL WHICH WILL BE REJECTED.
- 2.5.1.1. **NOTE TO GENERAL CONTRACTOR:**
THE HUB SUBCONTRACTING PLAN (HSP), SUBMITTED AS PART 3 OF THE CSP PROCESS, WILL BECOME A PART OF ANY CONSTRUCTION CONTRACT RESULTING FROM THIS SOLICITATION.

- 2.6. Proposals submitted by mail or courier shall be addressed to Mr. Brett McCully, Chief Facilities Officer, The Texas A&M University System, Office of Facilities Planning & Construction, 301 Tarrow Street 2nd Floor, College Station, TX 77840-7896. Delivery of all proposal parts prior to the submittal deadlines set forth above is the responsibility of the proposer.
- 2.7. Proposals will be publicly opened and the names of the respondents and the monetary proposals publicly read aloud **at 3:00 p.m on Tuesday, July 6, 2021**, will be held virtually through the following WebEx link.
Meeting link: [WebEx Meeting Link](#); Meeting number: 145 610 3108; Password; Tuesday1;
Join by phone: +1-855-282-6330 US TOLL FREE, +1-415-655-0003 US TOLL;
Access code: 145 610 3108
- 3.0 PRE-PROPOSAL MEETING:
A Pre-Proposal meeting will be held at 10:00 a.m., on Friday, June 18, 2021, via video conferencing. [CLICK HERE](#) for the link to the Microsoft Teams virtual meeting.
In addition, there will be a follow-up in-person meeting to be held at 10:00 a.m., on Tuesday, June 22, 2021 at the SUP3 site location, 477 Joe Routt Blvd, College Station, Texas. All general contractors planning to submit a proposal are encouraged to attend as well as subcontractors who are interested in the project.
Please note that attendance at these meetings are not mandatory but highly encouraged.
- 4.0 ESTIMATED BUDGET:
 - 4.1. The Owner has established an estimated construction budget of \$17,577,000 as the estimated construction budget for all Work including alternates as described in the Drawings, Specifications and other Contract Documents prepared by the A/E.
- 5.0 ESTIMATED CONSTRUCTION TIME:
 - 5.1. The Owner has determined that **550** calendar days from the Notice to Proceed should be sufficient time for performing all work including alternates in accordance with the drawings, specifications and other contract documents prepared by the A/E.
- 6.0 EVALUATION AND CONTRACT AWARD PROCESS:
 - 6.1. The A&M System reserves the right not to award the Base Bid or any or all of the Alternates.

THE TEXAS A&M UNIVERSITY SYSTEM BID/PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Bidder/Proposer)

hereinafter called the Principal, and _____

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, hereinafter called the Surety, are held and firmly bound unto the Board of Regents of The Texas A&M University System, College Station, Texas 77840-7896, hereinafter called the Obligee, in the sum of not less than five percent (5%) of the greatest total amount of the bid or proposal, as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid or proposal for: Project Number _____

(Full name and location of 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 fifteen (15) 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 _____, 20__

By: _____
(Principal)

(Signature and Title)

* By: _____
(Surety)

(Attorney-in-Fact)

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

Surety 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.

PART 1A
TECHNICAL PROPOSAL
BASE PROPOSAL & UNIT PRICING
COMPETITIVE SEALED PROPOSAL

(Firm Name)

(Address)

(City/State/Zip Code)

(Phone)

(Fax)

For

SUP3 Expansion
Texas A&M University / TAMUS
College Station, Texas
Project No. 02-3316

Project No. 02-3316

Proposal Of:

(Legal Firm Name)

COMPETITIVE SEALED PROPOSAL
to
THE BOARD OF REGENTS
of
THE TEXAS A&M UNIVERSITY SYSTEM
FOR THE FOLLOWING WORK

SUP3 Expansion
Texas A&M University
College Station, Texas

The undersigned, as a designated representative of the proposer, declares such firm is the only entity, as principal, with any interest in this Proposal and the Proposal is made without collusion with any other entity. The proposer affirms that the form of Contract, Instructions for Competitive Sealed Proposals, Supplemental Instructions for Competitive Sealed Proposal, Addenda, selection criteria, estimated budget, Specifications and the Drawings pertaining to this Proposal have been examined and the firm has also examined the locations, conditions and classes of materials for the proposed Work and agrees to provide all necessary machinery, tools, apparatus and construction means to accomplish the Work described in the Contract Documents in the manner prescribed.

The proposer agrees the quantities of Work to be performed and materials to be furnished may be increased or decreased as may be considered necessary, in the sole opinion of the Owner's Representative, to complete the Work as planned and contemplated. Adjustment for changes in Work will be in accordance with the Owner's current Uniform General and Supplementary Conditions.

Proposal amounts must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The proposer acknowledges receipt and incorporation of the following addenda into this Proposal:

No.	_____	_____	_____	_____	_____
Dated	_____	_____	_____	_____	_____
No.	_____	_____	_____	_____	_____
Dated	_____	_____	_____	_____	_____

Is proposer a corporation? Check One: Yes No .

If proposer is subject to the Texas Franchise Tax, a "Certificate of Good Standing" issued by the Texas Comptroller of Public Accounts must be submitted with the Proposal.

A "nonresident proposer" is equivalent to a "nonresident bidder," and a "Texas Resident Proposer" is equivalent to a "Texas Resident Bidder," as defined hereafter and may be awarded a Contract in accordance with Chapter 2252, Texas Government Code, as partially quoted below:

"...(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

In the space below, enter the address of the proposer's place of business and, if applicable, the name and

address of the proposer's ultimate parent company or majority owner.

Proposer's name and address of principal place of business:

Ultimate parent company or majority owner's name and the address of its principal place of business:

BASE PROPOSAL AMOUNT

Total amount for the furnishing of all labor, materials, services, equipment and appliances required in conjunction with and properly incidental to all Work (demolition, site work, general construction, mechanical, plumbing, electrical and data/telecommunications work not including Work listed as alternates) for construction of the _____, Texas, in conformance with Drawings and Specifications prepared by _____, Texas.

(Amount In Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

CONSTRUCTION TIME:

The undersigned agrees to complete all Work in the following number of calendar days from the Notice to Proceed:

_____ (Words) _____ (Proposer to complete) _____ (Numerals)

Builder's Risk Insurance:

Submit a credit amount to The Texas A&M University System for not providing the General Contractor's Builder's Risk Insurance. The Texas A&M University System has the option to insure the project under the System Builder's Risk Program which includes a \$100,000 deductible per occurrence, of which \$15,000 will be the responsibility of the contractor.

(Amount In Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

UNIT PRICES:

ITEM NUMBER ONE--UNIT PRICE FOR ADDITIONAL OR LESSER DEPTH OF PIERS.

The price per vertical foot for additional or lesser depth of foundation piers of the indicated diameter including excavation, concrete, reinforcing steel, etc., complete as described in the specifications will be:

- a. For 18" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)
- b. For 24" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)
- c. For 30" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)
- d. For 36" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)
- e. For 42" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)
- f. For 48" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)
- g. For 54" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)
- h. For 60" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)

ITEM NUMBER TWO--UNIT PRICE FOR ADDITIONAL OR LESSER DEPTH OF PIER CASINGS.

The price per vertical foot for additional or lesser depth of steel casings of the indicated diameters including excavation, casing material, etc., complete as described in the specifications will be:

- a. For 18" diameter \$ _____
(Amount in Words)
_____ DOLLARS (\$ _____)
(Amount in Figures)
- b. For 24" diameter \$ _____
(Amount in Words)

- _____ DOLLARS (\$ _____)
(Amount in Figures)
- c. For 30" diameter \$ _____
(Amount in Words)
- _____ DOLLARS (\$ _____)
(Amount in Figures)
- d. For 36" diameter \$ _____
(Amount in Words)
- _____ DOLLARS (\$ _____)
(Amount in Figures)
- e. For 42" diameter \$ _____
(Amount in Words)
- _____ DOLLARS (\$ _____)
(Amount in Figures)
- f. For 48" diameter \$ _____
(Amount in Words)
- _____ DOLLARS (\$ _____)
(Amount in Figures)
- g. For 54" diameter \$ _____
(Amount in Words)
- _____ DOLLARS (\$ _____)
(Amount in Figures)
- h. For 60" diameter \$ _____
(Amount in Words)
- _____ DOLLARS (\$ _____)
(Amount in Figures)

ITEM NUMBER THREE--UNIT PRICE FOR ADDITIONAL CONCRETE REPAIRS.

The price per square foot for additional repair of existing concrete where existing steel reinforcing is exposed as described in the specifications and drawings will be:

- a. Square foot of repairs \$ _____
(Amount in Words)
- _____ DOLLARS (\$ _____)
(Amount in Figures)

Accompanying this Proposal is a cashier's check or a Bid or Proposal Bond (A&M System Form C-2) in the amount of not less than five percent (5%) of the greatest total amount of this Proposal payable without recourse to the order of the Board of Regents of The Texas A&M University System. Use of a surety company bid bond form is NOT acceptable and will constitute an irregular proposal which will be rejected.

The proposer agrees that this Proposal will not be withdrawn for a period of ninety (90) days from the date of the Proposal opening.

The proposer further agrees to pay Liquidated Damages per calendar day for failure to complete the work within the contracted time in accordance with Section 9.11 of the Uniform General and Supplementary Conditions and as established in the Contract.

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

- (i) By signature hereon, Respondent offers and agrees to furnish all services to construct the project at
CSP 1A.5

- the prices quoted and comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- (ii) By signature hereon, Respondent affirms that it has 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. Failure to sign hereon, or signing a false statement, may void the proposal or any resulting contracts at the Owner's option, and the Respondent may be removed from all proposal lists at this Agency.
 - (iii) By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the Owner's option, may result in cancellation of any resulting contract.
 - (iv) By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution 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, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
 - (v) By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this RFP are current, complete and accurate.
 - (vi) 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 contract which may result from the submission of this proposal.
 - (vii) By signature hereon, Respondent certifies as follows:
 - “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, is not ineligible to receive payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
 - “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.”
 - “Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture was selected based on demonstrated competence and qualifications only.”
 - (viii) By signature hereon, Respondent and each person signing on behalf of Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this RFP, or in the services to which this RFP relates, or in any of the profits, real or potential, thereof.
 - (ix) By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (Ref.Texas Government Code, Section 2155.004.)
 - (x) Respondent represents and warrants that all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation.
 - (xi) By signature hereon, Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
 - (xii) Respondent certifies it does not and will not, during the performance of any resulting contract from this RFP, boycott Israel.
 - (xiii) Respondent certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges that any Agreement resulting from this RFP may be terminated if this certification is inaccurate.

- (xiv) Respondent certifies that it or the individual named below is not involved in human trafficking. Respondent acknowledges that any Agreement resulting from this RFP may be terminated & payment withheld if this certification is inaccurate.
- (xv) Respondent certifies that the requirements of Subchapter J, Chapter 552, and *Texas Government Code*, (added by SB 943 during the 86th Legislative Session) may apply to this RFQ and resultant agreement and the Respondent agrees that the resultant agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
- (xvi) Respondent is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of any resultant agreement.

Failure to complete all portions of this Proposal form may cause the entire Proposal to be rejected.

[SIGNATURE PROVIDED ON FOLLOWING PAGE]

Proposer:

Name(s) of individual(s), proprietor(s), partner(s), share holders(s), or owner(s) with an ownership interest of at least 25% of the business entity executing this Proposal.

(Legal Firm Name)

Name: _____

Name: _____

By: _____
(Signature)

Name: _____

(Print or Type Name)

Name: _____

Title: _____

Address: _____

Phone No.: _____

FAX No.: _____

E-mail Address: _____

PART 1B
TECHNICAL PROPOSAL
ALTERNATES ONLY
COMPETITIVE SEALED PROPOSAL

(Firm Name)

(Address)

(City/State/Zip Code)

(Phone)

(Fax)

For

SUP3 Expansion
Texas A&M University / TAMUS
College Station, Texas
Project No. 02-3316

Project No. 02-3316

Proposal Of:

(Legal Firm Name)

COMPETITIVE SEALED PROPOSAL
to
THE BOARD OF REGENTS
of
THE TEXAS A&M UNIVERSITY SYSTEM
FOR THE FOLLOWING WORK

SUP3 Expansion
Texas A&M University
College Station, Texas

The undersigned, as a designated representative of the proposer, declares such firm is the only entity, as principal, with any interest in this Proposal and the Proposal is made without collusion with any other entity. The proposer affirms that the form of Contract, Instructions for Competitive Sealed Proposals, Supplemental Instructions for Competitive Sealed Proposal, Addenda, selection criteria, estimated budget, Specifications and the Drawings pertaining to this Proposal have been examined and the firm has also examined the locations, conditions and classes of materials for the proposed Work and agrees to provide all necessary machinery, tools, apparatus and construction means to accomplish the Work described in the Contract Documents in the manner prescribed.

The proposer agrees the quantities of Work to be performed and materials to be furnished may be increased or decreased as may be considered necessary, in the sole opinion of the Owner's Representative, to complete the Work as planned and contemplated. Adjustment for changes in Work will be in accordance with the Owner's current Uniform General and Supplementary Conditions.

Proposal amounts must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The proposer acknowledges receipt and incorporation of the following addenda into this Proposal:

No.	_____	_____	_____	_____	_____
Dated	_____	_____	_____	_____	_____
No.	_____	_____	_____	_____	_____
Dated	_____	_____	_____	_____	_____

Is proposer a corporation? Check One: Yes No .

If proposer is subject to the Texas Franchise Tax, a "Certificate of Good Standing" issued by the Texas Comptroller of Public Accounts must be submitted with the Proposal.

A "nonresident proposer" is equivalent to a "nonresident bidder," and a "Texas Resident Proposer" is equivalent to a "Texas Resident Bidder," as defined hereafter and may be awarded a Contract in accordance with Chapter 2252, Texas Government Code, as partially quoted below:

"...(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state."

In the space below, enter the address of the proposer's place of business and, if applicable, the name and

address of the proposer's ultimate parent company or majority owner.

Proposer's name and address of principal place of business:

Ultimate parent company or majority owner's name and the address of its principal place of business:

ALTERNATE PROPOSAL ITEM NUMBER ONE YORK CHILLERS

The amount to be added to the Base Proposal Amount to Furnish and Install water-cooled chillers CHLR305 and CHLR306, manufactured by York including all labor, materials, services and equipment as described in the plans and specifications is:

ADD:

(Amount In Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____
(Numerals)

ALTERNATE PROPOSAL ITEM NUMBER TWO CARRIER CHILLERS (MAXIMUM CAPACITY)

The amount to be added to the Base Proposal Amount to Furnish and Install water-cooled chillers CHLR305 and CHLR306, manufactured by Carrier and of a performance recommended by the manufacturer to maximize the amount of available cooling capacity while maintaining the same physical footprint of the chiller, variable speed drive, and medium voltage transformer including all labor, materials, services and equipment as described in the plans and specifications is:

ADD:

(Amount In Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____
(Numerals)

ALTERNATE PROPOSAL ITEM NUMBER THREE YORK CHILLERS (MAXIMUM CAPACITY)

The amount to be added to the Base Proposal Amount to furnish and install water-cooled chillers CHLR305 and CHLR306, manufactured by York and of a performance recommended by the manufacturer to maximize the amount of available cooling capacity while maintaining the same physical footprint of the chiller and variable speed drive assembly including all labor, materials, services, equipment and appliances as described in the plans and specifications is:

ADD

(Amount In Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____
(Numerals)

ALTERNATE PROPOSAL ITEM NUMBER FOUR CARRIER- ALLEN BRADLEY CHILLER CONTROLS

The amount to be added to the Base Proposal Amount to furnish and install controls by Allen Bradley on Carrier Chillers CHLR305 and 306 including all labor, materials, services, equipment and appliances as described in the plans and specifications is:

ADD:
(Amount In Words) _____
_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____
(Numerals)

ALTERNATE PROPOSAL ITEM NUMBER FIVE – YORK – ALLEN BRADLEY CHILLER CONTROLS

The amount to be added to the Base Proposal Amount to furnish and install controls by Allen Bradley on York Chillers CHLR305 and 306 including all labor, materials, services, equipment and appliances as described in the plans and specifications is:

ADD:
(Amount in Words) _____
_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____
(Numerals)

ALTERNATE PROPOSAL ITEM NUMBER SIX – CARRIER – EXTENDED CHILLER WARRANTY

The amount to be added to the Base Proposal Amount to provide 5-year full parts and labor warranty for Carrier Chillers, variable frequency drives, and transformers including all labor, materials, services, equipment and appliances as described and scheduled in the plans and specifications is:

ADD:
(Amount in Words) _____
_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____
(Numerals)

ALTERNATE PROPOSAL ITEM NUMBER SEVEN – YORK – EXTENDED CHILLER WARRANTY

The amount to be added to the Base Proposal Amount to provide 5-year full parts and labor warranty for York Chillers and variable frequency drive assemblies including all labor, materials, services, equipment and appliances as described and scheduled in the plans and specifications is:

ADD:
(Amount in Words) _____
_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____

ALTERNATE PROPOSAL ITEM NUMBER EIGHT – CARRIER – SERVICE AGREEMENT

The amount to be added to the Base Proposal Amount to provide 5-year service agreement for Carrier Chillers, variable frequency drives, and transformers including all labor, materials, services, equipment and appliances as described and scheduled in the plans and specifications is:

ADD:
(Amount in Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____

ALTERNATE PROPOSAL ITEM NUMBER NINE – YORK – SERVICE AGREEMENT

The amount to be added to the Base Proposal Amount to provide 5-year service agreement for York Chillers and variable frequency drive assemblies including all labor, materials, services, equipment and appliances as described and scheduled in the plans and specifications is:

ADD:
(Amount in Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____

ALTERNATE PROPOSAL ITEM NUMBER TEN – NEW ELECTRICAL CONDUCTORS

The amount to be added to the Base Proposal Amount to furnish and install new electrical feeders through existing ductbank from Building 1804 on West Campus to SUP3 including all labor, materials, services, equipment and appliances as described and scheduled in the plans and specifications is:

ADD:
(Amount in Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____

ALTERNATE PROPOSAL ITEM NUMBER ELEVEN – SPARE CONDENSER WATER PUMP & MOTOR

The amount to be added to the Base Proposal Amount to furnish spare condenser water pump and motor including all labor, materials, services, equipment and appliances as described and scheduled in the plans and specifications is:

ADD:
(Amount in Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____

ALTERNATE PROPOSAL ITEM NUMBER TWELVE – SPARE COOLING TOWER MOTOR

The amount to be added to the Base Proposal Amount to furnish spare cooling tower motor including all labor, materials, services, equipment and appliances as described and scheduled in the plans and specifications is:

ADD:
(Amount in Words)

_____ DOLLARS (\$ _____)
(Amount In Figures)

Adjustment to total project time for this Alternate Proposal Item, in days: _____

Accompanying this Proposal is a cashier's check or a Bid or Proposal Bond (A&M System Form C-2) in the amount of not less than five percent (5%) of the greatest total amount of this Proposal payable without recourse to the order of the Board of Regents of The Texas A&M University System. Use of a surety company bid bond form is NOT acceptable and will constitute an irregular proposal which will be rejected.

The proposer agrees that this Proposal will not be withdrawn for a period of ninety (90) days from the date of the Proposal opening.

The proposer further agrees to pay Liquidated Damages per calendar day for failure to complete the work within the contracted time in accordance with Section 9.11 of the Uniform General and Supplementary Conditions and as established in the Contract.

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

- (i) By signature hereon, Respondent offers and agrees to furnish all services to construct the project at the prices quoted and comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- (ii) By signature hereon, Respondent affirms that it has 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. Failure to sign hereon, or signing a false statement, may void the proposal or any resulting contracts at the Owner's option, and the Respondent may be removed from all proposal lists at this Agency.
- (iii) By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the Owner's option, may result in cancellation of any resulting contract.
- (iv) By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution 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, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- (v) By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this RFP are current, complete and accurate.
- (vi) 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 contract which may result from the submission of this proposal.
- (vii) By signature hereon, Respondent certifies as follows:
"Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, is not ineligible to receive payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
"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."
"Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture was selected based on demonstrated competence and qualifications only."
- (viii) By signature hereon, Respondent and each person signing on behalf of Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this

- RFP, or in the services to which this RFP relates, or in any of the profits, real or potential, thereof.
- (ix) By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (Ref. Texas Government Code, Section 2155.004.)
 - (x) Respondent represents and warrants that all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation.
 - (xi) By signature hereon, Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
 - (xii) Respondent certifies it does not and will not, during the performance of any resulting contract from this RFP, boycott Israel.
 - (xiii) Respondent certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges that any Agreement resulting from this RFP may be terminated if this certification is inaccurate.
 - (xiv) Respondent certifies that it or the individual named below is not involved in human trafficking. Respondent acknowledges that any Agreement resulting from this RFP may be terminated & payment withheld if this certification is inaccurate.
 - (xv) Respondent certifies that the requirements of Subchapter J, Chapter 552, and *Texas Government Code*, (added by SB 943 during the 86th Legislative Session) may apply to this RFQ and resultant agreement and the Respondent agrees that the resultant agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
 - (xvi) Respondent is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of any resultant agreement.

Failure to complete all portions of this Proposal form may cause the entire Proposal to be rejected.

[SIGNATURE PROVIDED ON FOLLOWING PAGE]

Proposer:

Name(s) of individual(s), proprietor(s), partner(s), share holders(s), or owner(s) with an ownership interest of at least 25% of the business entity executing this Proposal.

(Legal Firm Name)

Name: _____

Name: _____

By: _____
(Signature)

Name: _____

(Print or Type Name)

Name: _____

Title: _____

Address: _____

Phone No.: _____

FAX No.: _____

E-mail Address: _____

CHILLER EVALUATION ANALYSIS INPUTS

Definitions:

Contractor to submit “all-in” pricing for bid alternates as indicated below and as described in 01 23 00 Alternates.

Submit project costs without any additional alternates selected.

Additional capacity chillers are to be submitted based on design conditions as specified for base bid chillers. Furthermore, these must fit within the same physical footprint as 3,000 Ton Chillers for either Base Bid or Alternate manufacturer as indicated on plans. Pricing for additional capacity chillers must be “all-in” and include any plant infrastructure upgrades as required to support new chiller e.g. VFD, transformer, exhaust. This does not include upsizing of cooling towers, chilled water pumps, condenser water pumps, and piping.

Service Branch certified technicians is the number of technicians located in the service branch location that are certified to service the specific type of chiller proposed.

Chiller experience is determined by number of chillers delivered to customers in specified time range. Individual chillers must be within the tonnage range indicated, and must be of the same compressor type as proposed units.

Lifecycle Cost

Contractor to submit the following information:

- Base Bid Chiller
 - Total Project Cost
 - Chiller Performance Matrix (kW/Ton based on ECWT vs Load %)
 - Provide VFD and Transformer Efficiencies as applicable
 - Provide VFD and Transformer Cutsheets
 - 5 Year Warranty Cost
 - 5 Year Service Agreement Cost
- Alternate Manufacturer
 - Total Project Cost
 - Chiller Performance Matrix (kW/Ton based on ECWT vs Load %)
 - Provide VFD and Transformer Efficiencies as applicable
 - Provide VFD and Transformer Cutsheets
 - 5 Year Warranty Cost
 - 5 Year Service Agreement Cost

Additional Capacity Alternate

Contractor to submit the following information for chillers with additional capacity.

- Additional Capacity Chillers Base Bid Manufacturer
 - Total Project Cost
 - Chiller Performance Matrix (kW/Ton based on ECWT vs Load %)

- Provide VFD and Transformer Efficiencies as applicable
- Provide VFD and Transformer Cutsheets
- 5 Year Warranty Cost
- 5 Year Service Agreement Cost
- Additional Capacity Chillers Alternate Manufacturer (If Applicable)
 - Total Project Cost
 - Chiller Performance Matrix (kW/Ton based on ECWT vs Load %)
 - Provide VFD and Transformer Efficiencies as applicable
 - Provide VFD and Transformer Cutsheets
 - 5 Year Warranty Cost
 - 5 Year Service Agreement Cost

Note: Chiller Performance Matrix must be in the following format:

- Provide kW/Ton for varying % load and Entering Condenser Water Temperature
- % Load columns with 10% intervals from 100% to 0%.
- Entering Condenser Water Temperature for 87 degree ECWT, 85 through 55 in 5 degree intervals, 54 through lowest chiller ECWT in 1 degree intervals.
- Must note whether VFD and XFER efficiency is included in kW/ton
- Must provide VFD and XFER full load efficiency as a note

Serviceability

Service Branch:

Service Branch Distance to Site (mi):

Service Branch # Certified Technicians for Equipment:

Chiller Experience

Number chillers delivered to customers for 3,000 – 3,500 Ton size since Jan 1, 2018

Bid Inputs Form

	Base Bid Chiller	Alternate Chiller Manufacturer	Additional Capacity – Base Bid MFG	Additional Capacity – Alternate MFG
Unit Capacity (Tons)				
Total Project Cost				
5 Year Warranty Cost				
5 Year Service Agreement Cost				
Service Branch				
Service Branch Distance to Site (mi)				
Service Branch # Certified Techs:				
# Chillers Delivered				

PART 2

TECHNICAL PROPOSAL

PROPOSER'S QUALIFICATIONS

COMPETITIVE SEALED PROPOSAL

(Firm Name)

(Address)

(City/State/Zip Code)

(Phone)

(Fax)

E-Mail Address

SUP3 Expansion
Texas A&M University / TAMUS
College Station, Texas
Project No. 02-3316

General Contractor's Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____

State Comptroller Vendor Identification Number: _____

I. GENERAL

1. Qualification information submitted shall be applicable only to the Contractor's office that will perform this Work.
2. Attach your Project Organization Chart and detailed resumes of individuals assigned to this project including full-time project manager, full-time superintendent, full-time project scheduler/expediter, and two full-time quality control supervisors.
3. The resumes of your key personnel shall include professional affiliations.

II. HISTORY

1. Corporation Partnership Sole Proprietorship Joint Venture Limited Liability Company

State of Organization: _____

2. In continuous business since: _____

Remarks (if required): _____

3. List other fully staffed offices or fully staffed branch offices of your organization:

<u>Name/Location</u>	<u>Branch Manager</u>	<u>Telephone Number</u>
----------------------	-----------------------	-------------------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

4. Corporate Officers, Partners or Owners of Organization:

<u>Name</u>	<u>Title</u>	<u>Construction Experience</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Check box(es) corresponding to the nature of your business:

- Large Business (100 or more employees)
- Small Business (fewer than 100 employees)
- HUB Business
- Other (Define)

6. Has your organization ever defaulted or failed to complete any work awarded?

- Yes No

If yes, stipulate where and why: _____

7. Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time? Yes No

If yes, stipulate where and why: _____

8. Has your organization ever been charged with or paid a fine for non-compliance with State and/or Federal statutes or regulations? Yes No

If yes, stipulate for which project, when and why: _____

III. EXPERIENCE

1. Normally performs _____% of the work with own forces.

(List Trades) _____

2. Propose to perform _____% of the work for this project with own forces.

(List Trades) _____

3. List major construction projects your organization has in-progress using the format below:

(Include as an attachment identified by item and sub-item.)

Name and Location of Project: _____

Contract Amount: _____

Percent Complete: _____

Projected Completion Date: _____

Owner Reference Contact:

Name

Telephone

Address

A/E Reference Contact:

Name Telephone

Address

4. Total number and dollar amount of contracts currently in progress:

Number _____ \$ _____

5. Largest single contract amount currently in-progress: \$ _____

Project Name: _____

Projected Completion Date: _____

6. Volume of work completed over last 5 years: (Through 12/31)

2015 \$ _____

2014 \$ _____

2013 \$ _____

2012 \$ _____

2011 \$ _____

7. List major construction projects your organization has completed in the last 5 years with completion dates and references. Other projects of particular significance may also be listed. (Include as an attachment identified by item and sub-item.)

Name and Location of Project: _____

Contract Amount: _____

Date Completed: _____

Owner Reference Contact:

Name Telephone

Address

A/E Reference Contact:

 Name Telephone

 Address

8. List pending claims and/or litigation at time of submitting Proposal. (Show project name, owner and summary explanation.)

IV. SAFETY PROGRAM

1. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2015 \$ _____
 2014 \$ _____
 2013 \$ _____
 2012 \$ _____
 2011 \$ _____

2. Complete matrix for the five past years, as obtained from OSHA No. 200 Log:

	2015	2014	2013	2012	2011
Number of injuries and illnesses	_____	_____	_____	_____	_____
Number of lost time accidents	_____	_____	_____	_____	_____
Number of recordable cases	_____	_____	_____	_____	_____
Number of fatalities	_____	_____	_____	_____	_____
Number of employee direct hire fixed hours worked. (round to 1,000's)	_____	_____	_____	_____	_____

3. Are regular project safety meetings held for Field Supervisor(s)? Yes No
 If yes, frequency: Weekly Bi-monthly Monthly As Needed

4. Are project safety inspections conducted? Yes No

If yes, who performs inspection?

How often?

Who is required to attend?

5. Does organization have a written safety program? Yes No

If yes, provide a copy. It will become a compliance document upon contract award.

6. Does your organization have a safety orientation program for new employees? Yes No

For employees promoted to Field Supervisor? Yes No

If yes, does your Supervisor Safety Program include instructions on the following?

	Yes	No
Safety work practices	<input type="checkbox"/>	<input type="checkbox"/>
Tool box safety meetings	<input type="checkbox"/>	<input type="checkbox"/>
First aid procedures	<input type="checkbox"/>	<input type="checkbox"/>
Accident investigation	<input type="checkbox"/>	<input type="checkbox"/>
Fire protection	<input type="checkbox"/>	<input type="checkbox"/>
New worker's orientation	<input type="checkbox"/>	<input type="checkbox"/>

V. QUALITY CONTROL PROGRAM

1. Submit a complete quality control program which will become a compliance document upon contract award.
2. This plan should address all aspects of quality control including responsibility for surveillance work, acceptance, rejection, documentation and resolution of deficiencies, trend analysis and corrective action and interface with Owner's inspectors.

PART 3
HUB SUBCONTRACTING PLAN
for
CONSTRUCTION SERVICES

(Firm Name)

(Address)

(City/State/Zip Code)

(Telephone)

(Fax)

(E-Mail Address)

for

SUP3 Expansion
Texas A&M University
College Station, Texas
Project No. 02-3316

I. HUB PROGRAM

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting. The Texas A&M University System (“A&M System”) shall make a good faith effort to meet or exceed either the State of Texas Disparity Study goals or the agency’s goal and to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of the A&M System to contract directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, [Chapter 2161 Subchapter F, Comptroller of Public Accounts HUB Rules](#), and [Texas Administrative Code Section § 20.285](#).

The A&M System has established its own HUB goals as allowed in Texas Government Code, Chapter 2161.123(d)(5). Therefore, respondents are required to use the following:

- **11.20% for heavy construction other than building contracts;**
- 26% for all building construction, including general contractors and operative builders contracts;
- 11% for all special trade construction contracts;
- 38% for professional services contracts;
- 11% for all other services contracts; and
- 44% for commodities contracts.

A Historically Underutilized Business (HUB) is defined by statute as a for-profit entity that has not exceeded the size standard prescribed by [34 TAC §20.294](#), and has its principal place of business in Texas, and is at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and /or Service Disabled Veteran with a Service related disability of 20% or greater, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

The total expected value of this contract is \$100,000 or more and the A&M System has determined that subcontracting opportunities are probable for this contract. Therefore, the Respondent is required to submit a HUB Subcontracting Plan (HSP) with their proposal. The Respondents will use the procedures prescribed in Article II when developing the HSP.

All Respondents must submit a HUB Subcontracting Plan according to the procedures and steps listed below.

The Owner will review the information/documentation submitted and use it as a basis to determine if the Respondent’s Plan provides evidence that a good faith effort will be made as required. If it is determined that the submitted Plan is not sufficient, the Respondent’s submittal/proposal will be considered non-responsive and shall be rejected for the reasons recorded in the project files. An accepted HSP Subcontracting Plan will become a part of any contract with the Respondent resulting from this solicitation and then can only be modified by contract change order.

For information regarding The Texas A&M University System HUB Program and HUB subcontracting requirements, please contact Mr. Keith Williams, HUB Coordinator, kwilliams@tamus.edu, (979) 458-3265.

II. HUB SUBCONTRACTING PLAN (HSP) PROCEDURES

An HSP is required as part of bids, proposals, offers, or other applicable expression of interest valued at \$100,000 or more. Responses that do not include the HSP or if the agency determines that the HSP was not developed in good faith, shall be rejected as a material failure to comply with the advertised specifications.

The procedures for the HSP requirements of this Request for Proposal are a **two-step process** as follows; 1) Initial HSP to be submitted with this RFP, and 2) Complete HSP to be submitted within sixty (60) days of award. These two steps are defined below.

1) **All Respondents.** The following items must be submitted with your RFP response in order to meet the HUB Subcontracting Plan requirements.

- a. Cover sheet, Page 1 of Part 3
- b. Letter of transmittal attesting that the respondent has read and understands the Policy on Historically Underutilized Businesses (see Attachment A)
- c. Historically Underutilized Business Subcontracting Plan: Complete the HSP form by submitting Sections 1, Section 2-a. & b. and Section 4 ONLY. Include percentages within section 2b for all opportunities in which you anticipate HUB participation. Note that it is understood that final percentages for all opportunities may change upon execution of subcontracts.

[CLICK HERE](#) for The Texas A&M University System specific state of Texas HUB Subcontracting Plan form to be utilized (for FY21).

- d. Participation Plan explaining how the Respondent intends to make a good faith effort for each subcontracting opportunity identified in Section 2 of the HSP form. This plan shall include the following items:
 - The Respondent shall state whether it is a Texas certified HUB.
 - The Respondent shall state that it intends to make a good faith effort to meet or exceed the stated A&M System HUB goal of **11.20% for heavy construction**. The awarded Respondent must show the full good faith effort to include documentation for each opportunity that was not awarded to a HUB subcontractor as stated in step 2). This documentation may include all bid responses received for each of these opportunities.
 - Provide a copy of a solicitation notice letter that was sent to HUB vendors for at least one subcontracting opportunity as part of this CSP. The notice shall in all instances and at a minimum include the scope of work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person.
 - Provide a copy of a solicitation letter that was sent to trade organizations or development centers for at least one subcontracting opportunity as part of this CSP. The notice shall in all instances and at a minimum include the scope of work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person.
 - Provide a list of the trade organizations or development centers that you notified

- in your outreach efforts for this CSP.
 - Provide information and documentation that describes how you located HUB vendors for solicitation of opportunities on this CSP. For example, did you use the [CMBL/HUB Directory](#) listings? Did you advertise in trade organization newsletters or newspapers? Etc.
- 2) **Awarded Respondent Only.** A revised and complete HSP must be submitted within sixty (60) calendar days from the date of award notification. The following items must be submitted with this revised HSP in order to meet the full HUB Subcontracting Plan requirements.
- a. Complete Section 1, page 1 of the HSP form.
 - b. Complete Section 2a through d. Any changes to 2b shall be noted accordingly. Note that Method B is required so “No” should be checked on both 2c and 2d.
 - c. Complete Section 4
 - d. Complete Method B attachment for each opportunity listed in Section 2b. Reminder that all supporting documentation listed in Section B-3 shall be provided as part of this attachment. The following are additional items of note as part of the good faith effort required:
 - The respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent’s notice. “Reasonable time to respond” in this context is no less than seven (7) working days from receipt of notice, unless circumstances require a different time period, which is determined by the A&M System HUB Program and documented in the contract file.
 - The respondent shall use the State of Texas Centralized Master Bidders List (CMBL)/HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the A&M System HUB Program office when searching for HUB subcontractors.
- NOTE: A complete list of all certified HUBs may be electronically accessed at the state of Texas [HUB Directory](#).**
- The respondent shall provide the notice described in this section to **three (3) or more** HUBs for **each** subcontracting opportunity as stated in Section B3a. The A&M System encourages respondents to seek and find a “Diverse Group” of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
 - The respondent shall provide notice to trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants.
 - The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
 - Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

III. HSP CHANGES

If at any time during the term of the contract, it becomes necessary to make a change to the approved HSP, such proposed change must be received for review and approval by the TAMUS HUB Program Office before the change will be effective under the contract. The contractor must comply with provisions of TAC §20.14 relating to development and evaluation of HSP, in order to substitute or subdivide the work and/or substitute or add subcontractors prior to any alteration of the HSP. In the event that a change is necessary, the requested changes shall not reduce the level of HUB participation that was a part of the proposal at the time of construction contract award unless approved by the A&M System HUB Program office. The reasons for proposed change(s) shall be requested on a separate process through e-Builder.

The contractor will be required to submit a revised HSP for additional subcontracting opportunities that were not identified in the original HSP and created when the original scope of work expands through a change order, contract amendment or a contract renewal.

IV. REPORTING REQUIREMENTS

The A&M System requires a respondent to whom a contract has been awarded, to report to the System the identity and the amount paid to its subcontractors, HUBs and non-HUBs on the [Progress Assessment Report \(PAR\) form](#) through the pay application process in e-Builder. During the course of the contract, the A&M System shall monitor and document the performance of the contractor through e-Builder. The A&M System may also request payment documentation in accordance with the Comptroller of Public Accounts HUB Rules that confirms the performance of the contractor.

Note: When the prime contractor/vendor is a HUB, it must perform at least 25% of the total value of the contract with its own or leased employees, as defined by the Internal Revenue Service, in order for the Owner to receive 100% HUB credit for the entire contract. If a HUB prime contractor's HSP identifies that it is planning to perform less than 25% of the total value of contract with its own or leased employees, the HUB contractor must report to the Owner the value of the contract that was actually performed by the HUB prime contractor and the amount to be performed by its HUB subcontractors.

The A&M System HUB Program office shall audit the contractor's compliance with the HSP. If the contractor is found deficient, the A&M System shall give the contractor an opportunity to submit documentation and explain why the failure to fulfill the HSP should not be attributed to a lack of good faith effort by the contractor.

If a determination is made that the contractor failed to implement the HSP in good faith, the A&M System, in addition to any other remedies, may report nonperformance to the Comptroller of Public Accounts in accordance with 34 TAC, Chapter §20.115 (relating Debarment).

During the term of the contract, the System shall determine whether the value of the subcontracts to HUBs meets or exceeds the HSP provisions specified in the contract.

(Attachment A)

(SUBMIT ON YOUR BUSINESS LETTERHEAD)

Mr. Jeff Zimmermann
The Texas A&M University System
Moore/Connally Building
301 Tarrow, Suite 273
College Station, Texas 77840-7896

Subject: HUB Subcontracting Plan
Project Number: 02-3316
SUP3 Expansion
Texas A&M University, College Station

Dear Mr. Zimmermann:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our written response submitted in connection with your competitive sealed proposal for project number 02-3316.

I have read and understand The Texas A&M University System's Policy on Utilization of Historically Underutilized Businesses (HUBs) and the goals for HUB participation on this project.

Sincerely,

(Signature)
(Printed Name)
(Printed Title)

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Performance Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated _____ for the _____, Project No. _____

NOW, THEREFORE, if the Principal shall faithfully perform the Contract in accordance with the Contract Documents, including any warranties, and shall fully indemnify, and save harmless the State of Texas from all costs and damage that the State of Texas may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the State of Texas all outlay and expense that the State of Texas may incur in making good any such default or failure to perform, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal is declared in default under the Contract, Surety will, within fifteen (15) days of the determination of such default, take over and assume responsibility for completion of such Contract and become entitled to the payment of the balance of the Contract Price, or the Surety shall make other arrangements satisfactory to the Obligee for the completion of the defaulted Work. Conditioned upon the Surety's faithful performance of its obligations, the Surety's liability shall not exceed the penalty of this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract or to the Specifications accompanying the same shall in any manner affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The Surety agrees to pay to the State of Texas upon demand all loss and expenses, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This Bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

IN WITNESS WHEREOF, the Principal and Surety have executed and sealed this instrument this _____ day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL if a corporation)

By: _____
Name: _____
Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____
Name: _____
Attorney-in-Fact

PAYMENT BOND

STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract (the "Contract"), which Contract is incorporated into this Payment Bond by this reference, with the State of Texas acting by and through the Board of Regents of The Texas A&M University System, as Obligee, dated _____ for the _____ Project No. _____.

NOW, THEREFORE, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees and court costs, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

IN WITNESS WHEREOF, the Principal and Surety have duly signed and sealed this instrument this _____ day of _____, 20____.

_____, Principal

(PRINCIPAL'S SEAL)
if a corporation)

By: _____
Name: _____
Title: _____

_____, Surety

(SURETY'S SEAL)

By: _____
Name: _____
Attorney-in-Fact