

“NOTICE TO PROPOSERS”

1. Receipt and Opening of Proposals
 - a. The University of Houston at Clear Lake (herein called the "Owner") may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may accept any informalities.
 - b. The Owner reserves the right to reject any and all Proposals, and does not bind it's self to accept the lowest Proposal or any proposal for it's work or any part thereof, and shall have the right to ask for new Proposals for the whole or parts, should the Owner desire to do so.
 - c. Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified for opening of Proposals shall not be considered. No Proposer may withdraw a Proposal within 60 days after the actual date of the Proposal opening thereof.
2. Preparation of Proposal
 - a. Each Proposal must be submitted on the prescribed form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, in both words and figures, or if not used mark "NO PROPOSAL".
 - b. Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the Proposer, their address and the name of the project for which the Proposal is submitted. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal form.
 - c. Each proposal shall be based on the materials and manufacturers specified. Proposers may submit proposed substitutions for any item specified, together with a price to be added to or deducted from the proposal in the event that the proposed substitution is accepted. All acceptance of substitution will be after the awarding of the contract.
 - d. Attention of Proposers is particularly called to the requirements as to conditions that pertain to Equal Employment Opportunity under the Contract. The Proposer is required to submit in triplicate along with the Proposal, the form: CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY.
 - e. Contractors are encouraged to use the services of available minority and women owned firms; community organizations; contractor groups; local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.
 - f. The University of Houston at Clear Lake offers this service by way of its Purchasing Department. Contact Purchasing at (281) 283-2150 for further information.
 - g. **HUB SUBCONTRACTING PLAN (HSP) (This applies to those Proposals \$100,000 or over, only)**
 - h. Included in the “Letter of Transmittal” is the HUB SUBCONTRACTING PLAN (HSP)
 - i. “HUB SUBCONTRACTING PLAN (HSP)” (Utilization of Historically Underutilized Businesses (HUB) in accordance with the General Services Commission’s (GSC) HUB Rules, 1 TAC 111.11-111.28 encourages the use of HUBs by implementing these policies through race-ethnic-and-gender-neutral means. It is required, effective

immediately, that the contractors submitting a proposal on this project will complete and include, the Subcontracting Plan as described in this document. Should the contractor not submit a Subcontracting Plan for this project, their proposal will be considered non-responsive. Read the requirements carefully and complete all forms as requested in this document.

- j. The work will be awarded within one lump sum contract.
- k. Conditional Proposals will not be accepted.

3. Telegraphic Modification

- a. Any Proposer may modify its Proposal by telegraphic communication at any time prior to the scheduled closing time for receipt of Proposals, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Proposer was mailed prior to the closing time. The telegraphic communication should not reveal the Proposal price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Proposal is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

4. Qualification of Proposer

- a. Each Proposer shall include with its Proposal, a confidential qualification statement prepared using the AIA Document A305, 1986 Edition. The qualification statement may be obtained from the PRINTING SERVICES THAT PRINT THE SPECIFICATIONS AND DRAWINGS AS INDICATED ON THE ADVERTISEMENT FOR PROPOSAL.
- b. The Owner may make such further investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.

5. Proposal Security

- a. Each proposal must be accompanied by a cashier's check drawn to the order to "The University of Houston System" or a Proposal bond prepared on the form of Proposal bond attached hereto in the sum of not less than five percent (5%) of the total amount of the proposal including alternates. No other form of security will be accepted.
- b. Such checks or Proposal bonds will be returned to all except the three lowest Proposers within three days after the opening of the Proposals, and the remaining checks or Proposal bonds will be returned promptly after the Owner and the accepted Proposer have executed the Contract, or if no award has been made within 60 days after the date of the opening of the Proposals, upon demand of the Proposer at any time thereafter, so long as the proposer has not been notified of the acceptance of its Proposal or agreed to an extension of the 60 days.

6. Liquidated Damages for Failure to Enter into Contract
 - a. The successful Proposer, upon its failure or refusal to execute and deliver the Contract and bonds required within 10 days after the Proposer has received notice of the acceptance of the Proposal, shall forfeit the bid/proposal security to the Owner, as liquidated damages for such failure or refusal.
7. Time of Completion and Liquidated Damages
 - a. Proposer must agree to commence work on or before a date to be specified in the Contract. Proposer must agree also to pay as liquidated damages, the sum as hereinafter provided in the General Conditions and Supplemental General Conditions.
8. Conditions of Work
 - a. Each Proposer must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Proposer of their obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
9. Addenda and Interpretations
 - a. No interpretations of the meaning of the plans, specifications or other pre-proposal documents will be made to any Proposer orally.
 - b. Every request for such interpretation should be in writing addressed to the Architect/Engineer and, to be given consideration, must be received at least five days prior to the date fixed for the opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Proposers (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under the bond as submitted. All addenda so issued become part of the Contract Documents.
10. Security for Faithful Performance
 - a. Simultaneously with the delivery of the Executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety of such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
11. Power of Attorney
 - a. Attorneys-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. Notice of Special Conditions
 - a. Attention is particularly called to those parts of the Contract Documents and specifications, which deal with the following:
 - b. Inspection and testing of materials
 - c. Insurance requirements
 - d. Wage rates
13. Laws and Regulations
 - a. The Proposer's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
14. Obligation of Proposer
 - a. At the time of the opening of Proposals, each Proposer will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Proposer to examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect of the Proposal.
15. Pre-proposal Conference
 - a. A pre-proposal conference will be held at the University of Houston at Clear Lake campus as noted in the "Advertisement for Proposals." All Proposers should be represented since the conference will be held for the benefit of the Proposers.
16. Requirement of House Bill 175/70th Legislature, Article 2.45 -Texas Business Corporation Act. Contractor (or "Seller" or other designation of contracting party) certifies that, upon the effective date of this agreement, either (1) it is not delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of such taxes. Contractor (or other designation of contracting party) agrees that any false statement with respect to the University shall be entitled to terminate this agreement upon written notice thereof to Contractor (or other designation).
17. A Child Support Certification, Under Texas Family Code, Section 82, a child support obligor who is more than 30 days delinquent in paying child support, and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services; or receive a state-funded grant or loan until all arrears have been paid; or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
18. It shall be the responsibility of the contracting entity to ensure that the General Contractor posts the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site.
19. Proposal Evaluation Procedures
20. The Owner's Representative(s) will use the following procedures to evaluate and recommend a construction contractor for selection through the use of Competitive Sealed Proposals, as authorized in Subchapter S, Section 51.783 of the Texas Education Code.

21. As soon as possible following the public opening of proposals, the Owner's Representative(s) will conduct a preliminary examination of each proposal for compliance with published requirements.
22. Within forty-five (45) days after the public of proposals, the Owner's Representative(s) will produce ranking of proposers in the order of best value to the Owner.
23. The recommended ranking shall be based on the data furnished by the proposers in response to the Advertisement for Competitive Sealed Proposals. The following is list of rating categories and value for each category.

i. <u>RATING CATEGORY</u>	<u>VALUE</u>
ii. Proposed Construction Contract Amount	70.0
iii. Proposed Construction Contract Time	15.0
iv. Qualifications of Key Project Personnel	5.0
v. <u>Demonstrated Ability to Schedule and Maintain</u>	
vi. Proposed Construction Progress	5.0
vii. Similar Project Experience	5.0
viii. Total of Weighted Value	100.0

24. Proposed Construction Contract Amount will be ranked by assigning a value of ten (10) to the lowest proposed amount. In increasing order of cost, each proposed amount will receive a value based on the percentage difference between each of the higher proposed amounts and the lowest proposed amount. The percentage of the difference for each proposer in order is subtracted from "10", which results in the rating for each proposer. These resulting ratings are then multiplied by the value of this rating category, producing the construction contract amount score for each proposer.
25. Proposed Construction Contract Time will be accomplished by the same mathematical process as the Construction Contract Amount evaluation above. The value of ten (10) is assigned to the shortest Proposed Construction Contract Time.
26. The other Rating Categories will be a subjective evaluation by the Owner's Representative(s) based on how well the qualifications, ability and experience information provided by the proposer relates to the Proposed Project and will be based upon a rating scale of ten (1) to zero (0) with "10" for best and "0" for worst or no response. The categorical score for each proposer shall be calculated by multiplying each categories subjective rating times the category rating.
27. The total score for a proposer shall be determined by adding the score received for each category. The maximum score attainable for all categories shall be one thousand (1,000). The Owner's Representative will produce a tabulation of scores which identifies the proposers, their Proposed Construction Contract Amounts, their Proposed Construction Contract Times, their individual scores in other categories, and their total scores. The results of the tabulation will be presented to the Board of Regents of University of Houston System for selection of the proposer that offers the best value based on ranking evaluations.
28. In all supporting documents and forms for this Competitive Sealed Proposal, the word, "Bidder" shall mean, "Proposer," and the words, "Bid\ Bids," shall mean, "Proposal\Proposals".