

INVITATION TO SUBMIT PROPOSALS

PUBLIC NOTICE:

Competitive sealed proposals for the construction of the following project:

"New Classroom & Administration Buildings"

to be built for Southwest Texas Junior College at its existing campus in Del Rio, Texas. Proposals will be received by the Southwest Texas Junior College Board of Trustees, at the Southwest Texas Junior College Campus, Rodolfo R. and Dolores Flores Student Services Building, at 2401 Garner Field Road, Uvalde, Texas 78801 until **3:00 p.m., November 13, 2012.**

The Instructions for Offerors, Proposal Form, Conditions of the Contract, Construction Contract, Performance Bond, Payment Bond, Technical Specifications, Drawings and other Contract Documents for this project may be examined at the following:

Office of Purchasing
Rodolfo R. and Dolores Flores Student Services Building
Southwest Texas Junior College
2401 Garner Field Road
Uvalde, Texas 78801

Ferrell/Brown & Associates, Inc., - Architects
720 Everhart Terrace, Suite C-11
Corpus Christi, Texas 78411

Two sets of such documents for this project may be obtained by Prime Bidders from the Architect for a refundable deposit of \$50.00.

The Owner reserves the right to waive any formalities or to reject any or all Proposals. Alteration or modification of the Proposal Form shall be cause for rejection of the Proposal.

Each Offeror must deposit with his Proposal, a Bid Security in the amount, form and subject to the conditions provided in the Instructions to Offerors. No Offeror may withdraw his Proposal within thirty (30) days after the actual date of the opening thereof.

After the deadline time for proposal submissions, the Owner will evaluate the various submitted sealed proposals and then select a Contractor for this project. Criteria for selection of the contractor, by the Owner, will be based upon the following:

1. the purchase price (weighted value - maximum 60 points.
2. the reputation of the vendor and the vendor's goods or services (weighted

- value - maximum 10 points)
3. the quality of the vendor's goods or services (weighted value - maximum 5 points).
 4. the extent to which the goods or services meet the District's needs (weighted value - maximum 5 points).
 5. the vendor's past relationship with the District (weighted value - maximum 5 points).
 6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses (weighted value - maximum 5 points).
 7. the total long-term cost to the District to acquire the vendor's goods or services (weighted value - maximum 5 points).
 8. the quality of the construction manager and project superintendent proposed for this project (weighted value - maximum 5 points).

Signed _____
Maggie Camstra, Director of Purchasing

INSTRUCTIONS TO OFFERORS

Article 1. Nature of Project:

1. Southwest Texas Junior College, Uvalde, Texas (hereafter called the "Owner") will receive competitive sealed Proposals for the following project:

"New Classroom & Administration Buildings"
Southwest Texas Junior College Campus, Del Rio, Texas

in accordance with the Drawings, Specifications, and other Contract Documents prepared by Ferrell/Brown & Associates, Inc. (hereafter called "Architect").

2. Time is of the essence. The substantially completed Project must be delivered to Owner on or before **June 1, 2014**.

The project completion date may be extended by delays approved by Architect in accordance with the terms of the Contract Documents governing the construction of such Project. Failure to complete such Project within the time prescribed will subject the Offeror to whom the contract is awarded (hereafter called "Contractor") to liability for liquidated damages, as provided in the Supplementary General Conditions of the Contract.

Article II. Form of Proposals:

1. Competitive Sealed Proposals, including a lump sum offer for construction of the complete and entire Project will be considered by the Owner. The competitive sealed proposal must have attached with the proposal package a properly executed "Non-collusion Affidavit of Prime Proposer", a properly executed "Felony Conviction Notification", and a properly executed "Suspension or Debarment Certificate", each on the forms included with the bid documents for this project.

2. Proposals must be submitted on the forms promulgated by Owner and accompanied by bid security as set out in paragraph 1 of Article III below. No Proposal, or modification to a Proposal, shall be made orally or by telephone or by telegraph or by facsimile transmission ("fax").

3. All blank spaces in the Proposal form should be filled out completely, and all numbers set forth both in words and in figures. If the Offeror does not desire to make an offer on any part of the Proposal or any alternate, he should insert the words **"none" or "no offer"**.

4. Proposals must be submitted in sealed opaque envelopes plainly marked showing the Project for which the Proposal is intended, the type of Proposal contained, and the name and address of the Offeror. Proposals are to be addressed to the Board of Trustees, SOUTHWEST TEXAS JUNIOR COLLEGE, Uvalde, Texas and will be

received by the Southwest Texas Junior College Board of Trustees, at the Southwest Texas Junior College Campus, Rodolfo R. and Dolores Flores Student Services Building, Director of Purchasing, at 2401 Garner Field Road, Uvalde, Texas 78801 until **3:00 p.m., November 13, 2012**. At such time and date, or as soon thereafter as the Owner considers feasible, the Proposals will be opened and read publicly. It is the intent of the Owner to award a contract at the Board of Trustees meeting scheduled for Thursday, November 29, 2012, but the Owner reserves the right to table action on awarding a contract that night until a date shortly thereafter to give the Board and staff an opportunity to further evaluate all proposals, if necessary. On-site work may begin as soon as the contracts, bonds and required insurance have been executed and a "Written Notice to Proceed" issued to the general contractor by the Architect.

5. A proposal may be withdrawn by written or telegraphic request received by Owner prior to the time fixed for opening. Two signed copies of any such telegraphic withdrawal should be forwarded immediately to Owner in a sealed opaque envelope properly marked to identify the contents. Faxed proposals, bid bonds, etc., are not acceptable.

6. All proposals shall be computed exclusive of the Texas Sales Tax. That is, such tax shall not be added to the amount offered for the construction of such project.

Article III. Bid Security:

1. A certified or cashier's check, or bid bond acceptable to Owner, in the amount of at least five percent (5%) of the largest amount proposed must accompany each Proposal submitted. Such proposal security is to protect Owner against the withdrawal by the Offeror following the opening of proposals, and to further protect Owner against the failure, neglect or refusal of any Offeror awarded a contract to execute the required Contract and furnish the required Performance and Payment Bonds within ten (10) days after notification of acceptance.

2. If any Offeror withdraws his proposal he shall forfeit such bid security to Owner as liquidated damages for such default. If any Offeror whose proposal is accepted by Owner fails or refuses to enter into the Contract provided for by Owner or fails or refuses to furnish the required Contract and required Performance and Payment Bonds within ten (10) days after notification of such acceptance, he shall forfeit such security to Owner as liquidated damages for such default.

3. The bid security of all Offerors, except the three lowest, shall be returned promptly after the tabulation of the proposals. All bid security will be returned at such time as the Construction Contract has been executed by the successful Offeror. However, if Owner fails to accept any proposal within thirty (30) days after the date scheduled for opening of proposal and an Offeror withdraws his proposal, his security shall also be returned.

Article IV. Selection Criteria:

After the deadline time for proposal submissions, the Owner will evaluate the various submitted sealed proposals and then select a Contractor for this project. Criteria for selection of the contractor, by the Owner, will be based upon the following:

1. the purchase price (weighted value - maximum 60 points).
2. the reputation of the vendor and the vendor's goods or services (weighted value - maximum 10 points)
3. the quality of the vendor's goods or services (weighted value - maximum 5 points).
4. the extent to which the goods or services meet the District's needs (weighted value - maximum 5 points).
5. the vendor's past relationship with the District (weighted value - maximum 5 points).
6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses (weighted value - maximum 5 points).
7. the total long-term cost to the District to acquire the vendor's goods or services (weighted value - maximum 5 points).
8. any other relevant factor specifically listed in the request for bids or proposals. Owner will be evaluating the quality of the construction manager and project superintendent proposed for this project (weighted value - maximum 5 points).

Each Proposer, who is submitting a sealed proposal for this project, **shall include with his proposal** whatever documentation he deems appropriate to aid the Owner in evaluating his proposal and qualifications in accordance with the criteria listed above. Owner reserves the right to request supplemental information of any and all Proposers to aid the Owner in the evaluation process.

Each proposer, shall provide to the District, by **12:00 p.m., Wednesday, November 13, 2012**, a list of the proposed major subcontractors for this project and also the names and resumes of the project manager and the job site construction superintendent proposed by the General Contractor for this project.

In submitting his proposal, the Proposer agrees and understands that the Owner shall not be obligated to award a construction contract for this project strictly on the basis of the lowest amount proposed.

By submission of his Proposal, the Proposer also agrees to waive all rights to claims against the District, or persons authorized by the district, including the architects, Ferrell/Brown & Associates, Inc., for any damages whatsoever arising from the Owner's or said person's evaluation of the Proposer's proposal and/or qualifications to perform this specific project.

If required by the Owner after the receipt of competitive sealed proposals, additional project cost modifications may be requested for further negotiations.

Article V. Examination of Contract Documents & Site:

1. Each Offeror, before submitting his Proposal, shall fully examine and acquaint himself with the Contract Documents and the site of the proposed Project. He shall make such investigations as he may deem necessary to fully inform himself of the existing conditions, facilities, difficulties, restrictions and requirements incident to completion of the Project under the terms of the Contract.

2. Failure of the Offeror to acquaint himself adequately with the site and such conditions, facilities, difficulties, restrictions and requirements will not relieve him of his obligation to perform the entire Contract at the price set forth in this proposal.

Article VI. Contract Documents:

1. Drawings and Specifications and General Conditions incorporated by reference are on file at the main administration offices of the Owner, Director of Purchasing, Southwest Texas Junior College, Uvalde, Texas, and at the offices of the Architect, Ferrell/Brown & Associates, Inc., 720 Everhart, Suite C-11, Corpus Christi, Texas, where they may be inspected by Offerors without charge.

2. Any qualified Offeror, who desires to obtain two (2) sets of such Contract Documents and remove same from the Architect's office, may do so upon a deposit of the sum of Fifty Dollars (\$50.00) per two sets of plans for each project. Upon return to Architect of such documents, in good condition, such deposit will be refunded.

3. If any Offeror is in doubt as to the meaning of any part of the Drawings, Specifications, or other Contract Documents, or if he discovers what he considers to be a discrepancy, omission or conflict in such Contract Documents, he shall immediately call the Architect's attention to same by written notice or request for an interpretation of same. If such written notice or request is delivered to the Architect prior to 72 hours before the time set for opening bids, the Architect shall issue a written addendum, forwarded to all persons who, to the knowledge of the Architect, are prospective Offerors setting out any corrections to such Contract Documents or the Architect's interpretation thereof, as the case may be. Any opinion expressed by Architect in interpreting the Contract Documents shall not be binding upon Owner, nor does Architect warrant that the Owner will accept his interpretation of such documents.

Article VII. Addenda:

1. Changes in or official interpretations of the Contract Documents will be made only by written addenda.

2. Receipt of all addenda issued by Architect shall be acknowledged in each

Offeror's proposal, and shall constitute a part of the final contract. It is the duty of each Offeror to obtain any and all addenda and failure of an Offeror to receive any addendum will not release him from any obligation under his Proposal. However, if any Offeror fails to receive any addendum, and his offer is otherwise determined to be the best value, the contract may be awarded to him and the changes in the work set out in the addendum will be incorporated into the contract by a change order, with a corresponding adjustment in the contract price to be made as provided in the Conditions of the Contract.

Article VIII. Award of Contract:

1. Owner reserves the right to reject any or all Proposals, to accept the Proposal or Proposals it considers most advantageous, and to waive irregularities or informalities, and to hold all Proposals for thirty (30) days after the date scheduled for opening such proposals.

2. The process for awarding the contract shall be conducted in accord with Sections 51.779 and 51.783, Texas Education Code, and as follows:

- a. Proposals will be opened publicly to identify the names of the Offerors and their respective monetary proposals only. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award.
- b. As soon as feasible, but in no event later than 5 days after the date of opening the Proposals, the Owner and the Architect will evaluate and rank each Proposal submitted in relation to the criteria set forth in Article IV, above, and the following.

3. The Offeror whose Proposal is accepted by Owner shall, within ten (10) days after notice that his Proposal has been accepted, execute a Construction Contract with Owner, and shall furnish the Performance and Payment Bonds described below, all on forms promulgated by Owner. Copies of such forms are on file at the offices of Owner and Architect.

Article IX. Performance & Payment Bonds:

1. Selected Offeror (also hereafter referred to as Contractor) shall furnish a Performance Bond and a Payment Bond, as required by law, each in the amount of the full contract price, and each on the forms promulgated by Owner. Such bonds must be written by a Company, or companies, acceptable to and approved by Owner. Owner will not accept a bond written by any company which does not meet all of the following requirements:

- a. The bond must be executed by a corporate surety or

corporate sureties duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.

b. The surety or sureties executing such bond must be listed in the most current issue of the U.S. Department of Treasury Circular 570 (hereinafter called "Circular 570") as an acceptable surety to execute bonds for federal project.

c. The amount for which the bond is written shall not exceed the underwriting limitation prescribed by Circular 570 for the surety or sureties executing such bond.

Contractor will be responsible for bonding the entire job at the time of execution of the Construction Contract and shall include the premium for such bonds in his bid.

Article X. Wage Scale:

1. The construction of this Project is subject to Article 5159a of the Revised Civil Statutes of Texas the terms of which require that not less than the general prevailing rate of current per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing of per diem usage's for legal holidays and overtime work, shall be paid by Contractor to all laborers, workmen and mechanics employed under this contract.

2. Owner has ascertained that the general prevailing rate of per diem wages in this locality for each craft or type of workman or mechanic needed to carry out the Contract are those set out in Appendix A, attached hereto and made a part hereof.

3. Contractor shall forfeit as a penalty to Owner the sum of Ten Dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar day, or a portion thereof, that any such laborer, workman or mechanic is paid less than the said stipulated rates for work done under this Contract, by Contractor, or by any of Contractor's sub-contractors.

Article XI. Trench Excavation:

1. If the project requires trench excavation which will exceed a depth of five feet, the Contractor will be required to comply with the provisions of the Trench Safety Requirements of the Contract Documents and to include a separate pay item for trench excavation safety protection based upon (I) the number of linear feet of trench excavated, and (ii) the square feet of any shoring used to satisfy any special shoring requirements. In the absence of enclosures of same in Proposal, Contractor will provide all elements necessary to comply with Trench Safety Requirements at the stipulated lump-sum bid,

without additional compensation.

Article XII. Equivalent Products:

1. In order to establish the desired standard of quality or effect, the Specifications make reference to specific brands, trade-names and/or manufacturer of specified systems, methods, materials and/or services. Additionally, where appropriate, manufacturers of equivalent systems or products are listed. These do not require approval prior to opening of Proposals.

2. Where approval is required prior to receipt of Proposals others desiring to bid "as equals" shall obtain Architects' written permission to do so not later than five (5) days prior to the date scheduled for opening of Proposals. The Architect shall be provided with manufacturer's data, cut sheets and other supportive information sufficient to allow the Architect to render a decision. Also included shall be a letter referenced to this specific project stating that the proposed system, method, material or service meets or exceeds that specified. Approved equals shall be identified in writing. The decision of the Architect is absolute and final.

Article XIII. Permits & Fees:

1. The Contractor shall include within his bid proposal the cost of all required permits and fees.