



THE TEXAS  
STATE  
UNIVERSITY  
SYSTEM

## REQUEST FOR PROPOSALS

Request for Proposal (“RFP”) No: 758-23-00079

FOR A

Developer for Solar Farm and Research Facility

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN:

**October 11, 2023, AT 2:30 PM CENTRAL**

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## Section 1 – General Information

### 1.1 OBJECTIVE

The Texas State University System (**TSUS** or **The System**) is seeking a qualified, experienced developer to enter into a ground lease on System-owned land for the engineering, procurement, construction, and operation of a Solar Photovoltaic Electric Generation and Research Facility (the **Project**) for one of its component institutions, Texas State University (**TXST**).

This Request for Proposals No. 758-23-00079 (this **RFP** or **Solicitation**) sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for the Project. The System will select the proposal that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Firms that respond to this RFP will be referred to as “**Proposers.**”

### 1.2 DESCRIPTION OF THE SYSTEM

The Texas State University System, founded in 1911, is the first higher education system that was established in Texas. Beginning as an administrative means to consolidate the support and management of state teacher colleges, The System has evolved into a network of higher education institutions stretching from the Texas–Louisiana border to the Big Bend region of West Texas. Throughout The System, faculty and staff are preparing students to work in and contribute to our global society.

The System includes the system administration office (**TSUS Administration**) and seven (7) component institutions (**Component Institutions**) that offer a broad range of academic and career opportunities:

- TSUS Administration
- Lamar University
- Sam Houston State University
- Sul Ross State University
- Texas State University
- Lamar Institute of Technology
- Lamar State College Orange
- Lamar State College Port Arthur

The Texas State University System is governed by a nine-member Board of Regents appointed by the governor. In addition, a nonvoting student regent is appointed annually to the board. TSUS Administration, which is led by a board-appointed chancellor, is based in Austin, where it provides support to the Component Institutions and state government.

### 1.3 DESCRIPTION OF THE PROJECT

The System is interested in leasing approximately 161 contiguous acres located in San Marcos, Texas (**Muller Farm** or the **Property**) to a qualified and experienced solar developer (the **Developer**) for the financing, design, development and construction of the Project (the **Services** or the **Work**). The Project will consist of two components: (i) the design, construction, operation and maintenance of a solar photo voltaic (**PV**) electric generation facility (the **Solar Farm**), and (ii) the financing, design and construction of an approximately 13,450 square-foot research facility for TXST's use (the **Research Facility**) at Muller Farm, each as more fully described below.

- A. **Property Description.** Muller Farm consists of approximately 161 contiguous acres located at 4250 Center Point Road, San Marcos, Texas 78666 (ref. **APPENDIX TWO**). The Property is composed of 146 acres located in Hays County with the remaining 15 acres residing in Guadalupe County. Currently the Property is used for cattle ranching with roughly 3 acres dedicated to the Bobcat Blend Composting Initiative. Both activities will cease before Project construction begins. The Property lies entirely within Bluebonnet Electric Cooperative's (**BEC**) Certificate of Convenience and Necessity (**CCN**) and is served by Bluebonnet Electric Cooperative via primary voltage lines that are adjacent to the property. Distribution for the area originates from the substation located on Braune Road approximately 1.5 miles away. The Lower Colorado River Authority (**LCRA**) has transmission lines that transverse the rear corner of the lot which supply power to the distribution substation. (ref. **APPENDIX THREE**). BEC and the LCRA are aware of and supportive of the project.
- B. **The Solar Farm.** The Solar Farm improvements will be 100% owned by the Developer(s) pursuant to a 25-year ground lease of approximately 146 acres of Muller Farm (the **Ground Lease**). As the owner of the Solar Farm improvements, the Developer will retain all rights for the production and sale of electricity generated by the development. The Developer will be responsible for securing its own solar offtake agreements, as TXST will not commit to purchase any power generated from the Solar Farm. TXST is looking to receive cash rent under the Ground Lease in exchange for the Developer's right of possession and access to the leased portion of the Property. The System is also interested in obtaining recognition for carbon and green energy offsets for the entire energy production to allow marketing of TXST as a 100% green energy university.
- C. **The Research Facility and R&D Array.** TXST is seeking to reserve a portion of the Muller Farm property for the Research Facility, to be located in a mutually agreed location. TXST expects the Developer to finance, design, construct and transfer title to the completed Research Facility to TXST for its exclusive ownership and use for solar-related research activities. TXST prefers construction of the Research Facility to begin before construction of the Solar Farm.

The Research Facility, called the Smart Energy & Utilities Lab, will be a warm shell building (i.e., to include basic amenities such as ceilings, lighting, plumbing, HVAC, etc.) approximately 13,450 square-foot in size (ref. **APPENDIX FOUR**), that will be tied to a portion of the completed Solar Farm (approximately 15 acres generating 6MW of power - assuming 1MW per 2.5 acres) for research purposes (the **R&D Array**).

The R&D Array will be maintained by the Developer as part of the overall Solar Farm but will be placed on a separate feeder to be accessed by TXST for research purposes. Power from the R&D Array may be sold by the developer when in research use. TXST will share its research projects and plans using the R&D Array with the Developer on a not less than annual basis. TXST will create and maintain a change plan and schedule for new research equipment, process and changes needed. TXST intends to use as little as possible of the power generated by the R&D Array and the Developer will retain full ownership of all remaining power generated from the R&D Array. TXST expects to have a DC bus and AC bus that will benefit from the pass through of the energy to enhance the types of experiments and testing that TXST can perform. The Developer will ultimately be able to sell a majority of the 6MW generated by the R&D Array. **Note: It is expected that any changes made to the R&D Array will be done during the evening hours when the R&D Array is not generating any energy.**

- D. **Bobcat Blend Relocation:** To optimize the existing acreage at Muller Farm, the Developer may be required to assist with the relocation of the existing operations of TXST Bobcat Blend (ref. **Section 5.4.1** and **APPENDIX TWO**) from Muller Farm to the Freeman Center at 2101 Freeman Ranch Road, San Marcos, TX 78666. The new site at Freeman Center may require some modifications by the Developer to be negotiated, prior to the relocation, to allow for operations of Bobcat Blend.

## 1.4 PROJECT OBJECTIVES AND BENEFITS

- 1.4.1 The primary objectives of The System in seeking a qualified developer are as follows (the **Project Objectives**):

- A. Provide research opportunities for TXST by having access to the solar energy production facility and research facility.
- B. Create a revenue stream for TXST.
- C. Explore recognition by the production of a green power offset for TXST's electrical consumption.

- 1.4.2 The key benefits of the project are as follows (the **Project Benefits**):

- A. To enhance TXST teaching curricula from the research performed at the Smart Energy & Utility Lab.
- B. To support a Power Systems Research Center.
- C. To support Research Faculty to apply for Federal and State Power Systems Funding.
- D. To improve TXST relationships with public and private sector energy enterprises.
- E. To accelerate the hiring of graduating TXST students in related fields of study.

- F. To improve TXST sustainability and global responsibility, position, and influence.
- G. To perform world-class research & development in the following disciplines including, but not limited to:
- Electrical Engineering
  - Computer Engineering
  - Power Engineering
  - Mechanical Engineering
  - Industrial Engineering
  - Civil Engineering
  - Construction Management
  - Physics
  - Chemistry
  - Mathematics
  - Computer Science
  - Biology
  - Water and Environment
  - Marketing
  - Design
  - Telecommunications
  - Energy Trading
  - Transportation
  - Cybersecurity
  - AR/VR/XR
  - Information Technology
  - Digital Twins

### 1.5 SCHEDULE OF EVENTS

Below is the anticipated schedule of events for this RFP. The System reserves the right to revise this schedule. Any such revision will be formalized by the issuance of a written addendum to the RFP (ref. **Section 2.4**, Clarifications and Interpretations).

Solicitation Event	Anticipated Date
RFP issued	August 8, 2023
RSVP for Optional Pre-Proposal Conference	August 30, 2023
Optional Pre-Proposal Conference	September 8, 2023
Deadline for questions to be submitted by vendors (the <b>Question Deadline</b> )	September 13, 2023
Answers to submitted questions published to all participants	September 26, 2023
RFP responses due (the <b>Submittal Deadline</b> )	October 11, 2023

Notification of qualified award	TBD
Execution of Exclusive Negotiations Agreement	TBD
Execution of Ground Lease	TBD
Commence construction on Smart Energy and Utilities Lab	90 days after lease signature
Commence construction of solar farm	Within 90 days after lease signature

### 1.6 CLASS AND ITEM (NIGP) CODES

The related Class and Item code(s) for services related to this solicitation are: 971-35, 981-32

## Section 2 – Notice to Proposers

### 2.1 PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this Solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, et seq.) after the Solicitation is completed.

- 2.1.1 The System strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, and *Texas Government Code*.
- 2.1.2 Proposer is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.
- 2.1.3 Information provided to Proposer by The System, including information from representatives of TSUS or any of its Component Institutions, and information provided to Proposer by members of the public or any other third party shall belong to The System.
- 2.1.4 Information created or otherwise produced by Proposer shall remain the exclusive property of Proposer. Proposer acknowledges any final report or papers will be provided in accordance with this RFP, and that any information contained in any report or papers, which Proposer believes is confidential under Texas law will be clearly designated as such by Proposer.
- 2.1.5 If The System receives a request for public information for any portion of any final report or papers that have been designated by Proposer to be confidential, The System will provide notice to Proposer and Proposer may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Tex. Govt. Code.

### 2.2 POINT OF CONTACT

The System designates the following person as its representative and Point of Contact for this RFP:

Jenn DeLeon  
Email: [Jennifer.DeLeon@tsus.edu](mailto:Jennifer.DeLeon@tsus.edu)

The System instructs interested parties to restrict all contact and questions regarding this RFP to **written** communications with the Point of Contact. Proposers shall restrict all contact with The System and direct all questions regarding this RFP in writing to the Point of Contact.

### 2.3 PROPOSER QUESTIONS

After the RFP is advertised, Proposers will have until the Question Deadline (ref. **Section 1.5**, Schedule of Events) to submit written questions, including questions regarding terms and conditions or for clarification of the proposal, to The System's Point of Contact (ref. **Section 2.2**). All questions submitted and received prior to the deadline will be reviewed, consolidated



where possible, and answered in a written addendum. The addendum will be posted on the Texas Electronic State Business Daily (**ESBD**) at: <https://www.txsmartbuy.com/esbd>. Enter “758” in the **Agency Number** field to search ESBD for The Texas State University System solicitations. The System will provide responses as soon as practicable following the Question Deadline however, The System reserves the right to decline to respond to any question. It is the Proposer’s responsibility to continually check the ESBD for Addenda.

## 2.4 CLARIFICATIONS AND INTERPRETATIONS

Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by The System as a written addendum. Addenda, if required, will be issued by The System and posted on the ESBD (ref. **Section 2.3**). It is the responsibility of all Proposers to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. The System intends to issue any required addenda a minimum of five (5) business days prior to the Submittal Deadline (ref. **Section 3.1**) to allow time for Proposers to review information and complete responses. All such addenda issued by The System must be acknowledged by Proposers and incorporated into the RFP response (ref. **Section 7**).

## 2.5 EVALUATION OF PROPOSALS

It is the intent of The System to award a contract to the responsible, responsive Proposer that submits a proposal meeting the minimum criteria set forth herein, and that represents the best value to The System. Representatives from third party vendors or other outside entities that are currently contract holders with The System (“**External Representatives**”) may have access to Proposer’s submitted proposals and other relevant materials to assist The System in conducting its review.

2.5.1 RFP Specific Evaluation Criteria and Weights (100% maximum): To determine best value, all properly submitted proposals will be reviewed, evaluated, and ranked by The System according to the specific RFP Evaluation criteria, and the associated weighted values of each, described in **Section 9** of this RFP. The Evaluation Criteria and their associated weighted values are designed to ensure the achievement of the Project Objectives and Project Benefits (ref. **Section 1.4**).

2.5.2 Interviews / Short List Presentations: Upon completion of the initial review and evaluation of the proposals, The System may invite one or more firm(s) within the competitive range, at the firm(s) expense, to give an oral interview and / or written presentation and respond to questions. Interviews, at The System’s discretion, may be either on site at The System’s offices in Austin, Texas or the TXST campus, or by video conference.

## 2.6 AWARD OF CONTRACT

2.6.1 Any contract shall be governed, construed, and interpreted under the laws of the State of Texas, and TSUS Administration policy as the same may be amended from time to time. Any legal actions must be filed in Travis County, Austin, Texas.

2.6.2 Exclusive Negotiations: Upon completing its evaluation of proposals, The System intends to enter into an Exclusive Negotiating Agreement (**ENA**) with the highest-

ranking Proposer. Under the ENA, the parties will proceed with further concept refinement, Project planning, and preliminary design and development activities as deemed reasonably necessary and appropriate by The System prior to entering into the Ground Lease and related agreements (the **Definitive Agreements**). Negotiations will only be held with Proposer(s) who have a reasonable chance of receiving award of a definitive Ground Lease. If The System is unable to negotiate satisfactory Definitive Agreements with the selected Proposer, the System may end negotiations with that Proposer and begin negotiations with the next highest-ranking Proposer as listed in the ranking of proposals. Alternatively, The System may terminate this procurement.

2.6.3 Definitive Agreements: Execution of a Ground Lease and related Definitive Agreements will depend upon the outcome of the ENA activities and the parties' ability successfully negotiate mutually agreeable terms consistent with the Project Objectives and Project Benefits, and material terms contained in this RFP. The System expects the final terms of the Definitive Agreements to be fully consistent with the terms of this RFP and the material terms and considerations presented in the selected Proposal.

2.6.4 No Guarantee of Award. The System makes no guarantee that an award will be made because of this RFP. The System reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP when deemed to be in The System's best interest. The System reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meetings with or in writing to The System, at The System's discretion. Representations made by Proposer within its proposal will be binding on Proposer. The System will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

## **2.7 THE SYSTEM'S RESERVATION OF RIGHTS**

The System may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The System reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. The System makes no representations, written or oral, that it will enter into any form of agreement with any Proposer to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

## **2.8 ACCEPTANCE OF EVALUATION METHODOLOGY**

By submitting its proposal in response to this RFP, Proposer accepts the evaluation process and acknowledges and accepts that the determination of the "best value" firm(s) will require subjective judgments by The System.

## **2.9 NON-REIMBURSEMENT FOR COSTS**

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP process shall be at the sole risk and responsibility of the Proposer. Proposers submit proposals at their own risk and expense, including the evaluation of the qualifications,

presentations, meeting attendance, due diligence, work sessions, regardless of whether The System enters into an agreement with the Proposer.

## 2.10 CONFLICTS/CONTACT

Proposers shall not contact existing members of the TSUS Board of Regents, The System employees, including those of Component Institutions about this RFP until the resulting contract(s), if any, are fully executed.

## 2.11 CERTIFICATE OF INTERESTED PARTIES

Pursuant to Texas Government Code 2252.908 and Texas Ethic Commission Rule 46, for contracts that either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of the Disclosure of Interested Parties (**Texas Ethics Commission Form 1295**) filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. By submitting a proposal in response to this RFP, Proposer agrees to comply with this law. Information on the Disclosure of Interested Parties can be found at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## 2.12 OPTIONAL PRE-PROPOSAL CONFERENCE

The System will hold an optional pre-proposal conference at **10:00 a.m., Central on Friday, September 8, 2023**, in San Marcos, Texas. The location of the briefing will be at STAR One – 3055 Hunter Rd, Room 173, San Marcos TX 78666. The pre-proposal conference will allow all Proposers an opportunity to ask The System’s representatives relevant questions and clarify provisions of this RFP. The Point of Contact will post the pre-proposal conference sign-in sheet to the ESD after the meeting.

The pre-proposal conference will include a brief site visit. The System will arrange transportation and attendance will be limited to 1-3 people per firm. Email the Point of Contact (ref. **Section 2.2**) to RSVP for the pre-proposal conference and obtain detailed information for the visit. **RSVPs must be received no later than Wednesday, August 30, 2023.**

## Section 3 – Requirements of Proposal

### 3.1 PROPOSAL SUBMITTAL DEADLINE AND LOCATION

The System will receive proposals for this RFP at the time and location described below. The Proposer (not The System, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the proposal is received by the Point of Contact, in the format described below (ref. **Section 3.3**), **prior** to the Submittal Deadline.

**Submittal Deadline: October 11, 2023, at 2:30 PM CENTRAL**

The Texas State University System  
Attn: Jenn DeLeon  
601 Colorado Street  
Austin, Texas 78701  
Re: RFP 758-23-00079

**NOTE: A public opening of responses will not be conducted for this RFP.**

### 3.2 PROPOSAL FORMAT AND REQUIRED COPIES

- 3.2.1 **Unacceptable Proposal Delivery Methods:** The System will not accept proposals in response to this RFP that are submitted by telephone, facsimile (fax) transmission, or electronic mail.
- 3.2.2 **Proposal Envelope/Box/Container:** Proposal must be placed in a sealed envelope, box, or container that is completely and properly identified with the name of Proposer's firm, RFP number, due date and time. It is the Proposer's responsibility to have the proposal correctly marked, addressed, and delivered to The System by the Submittal Deadline for receipt by the Point of Contact.
- 3.2.3 **Format for Proposal:** Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to clarify and reinforce key product features and services. Long or elaborate proposals are not desired. Sections will be tabbed and clearly labeled for ease of review and evaluation.

Proposer should submit the complete proposals, both the paper and electronic copies, using a format substantially like the following in terms of order of content:

- A. Cover Page
- B. Table of Contents
- C. Executive Summary of Proposal
- D. Project Financials (ref. **Section 6**)
- E. Execution of Proposal (ref. **Section 7**)
- F. Proposer's Questionnaire (ref. **Section 8**)
- G. Evaluation Criteria (ref. **Section 9**)

- H. Supplemental Information: Proposer may submit any additional information Proposer feels is relevant to the proposal. This information must be clearly labeled as “Supplemental Information” and in a separate tabbed section of the proposal.

**NOTE:** Proposers are responsible for submitting all required information as requested in this RFP. The above listing of items to be included in the proposal submission is a summary provided to aid Proposers in putting together the proposal package. Any items stated in other Sections of the RFP, but not listed in this Section, are still required to be provided as part of the proposal submission.

- 3.2.4 **Required Copies:** Proposer must submit (a) one (1) complete paper copy of its entire proposal and (b) one (1) USB flash drive with a complete electronic copy of the entire proposal, in a single .pdf file. The USB flash drive must include a protective cover that is labeled with Proposer’s name and the RFP number. An original signature by an authorized officer of Proposer’s firm must appear on the Execution of Proposal (ref. **Section 7**) included in the submitted proposals, both paper and electronic.

### 3.3 PROJECT FINANCIALS

Proposer shall provide all financial information as requested in **Section 6** of this RFP. All pricing must be in United States Dollars.

### 3.4 EXECUTION OF PROPOSAL

Proposer must complete, sign and return the attached Execution of Proposal (ref. **Section 7**) as part of the proposal. The Execution of Proposal must be signed by an authorized officer of Proposer’s firm duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Proposal will result in the rejection of the proposal.

### 3.5 PROPOSER’S QUESTIONNAIRE

Proposer must completely answer all questions asked in **Section 8** (Proposer’s Questionnaire). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct, and complete.

### 3.6 EVALUATION CRITERIA

Proposer must completely answer all inquiries set forth in **Section 9** (Evaluation Criteria). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct, and complete.

### 3.7 VALIDITY PERIOD

By submitting a proposal in response to this RFP, Proposer accepts that the proposal will remain valid for a minimum of one-hundred twenty (120) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

## Section 4 – Terms & Conditions of Proposal

The items below apply to and become a part of the proposal. Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

### 4.1 PROPOSAL REQUIREMENTS AND GENERAL INSTRUCTIONS

- 4.1.1 **Rules, Regulations & Statutes:** The System is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, in addition to the Terms and Conditions of this form. Upon engagement, any successful Proposer shall confirm its compliance with all necessary State and/or Federal requirements relative to work performed.
- 4.1.2 **Submittal Deadline Exception:** If The System is closed due to inclement weather and/or emergency situations on the designated Submittal Deadline, the Submittal Deadline will default to the next open business day at the same time.
- 4.1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind Proposer's firm in a contract. The Proposer (not The System, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the complete proposal is received in The Texas State University System's Office prior to the specified opening date and time.
- 4.1.4 **Right to Accept or Reject:** The System reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of The System and the State of Texas.
- 4.1.5 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by The System.
- 4.1.6 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The System is not liable for any costs incurred by a Proposer in response to this RFP.
- 4.1.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by The System, at The System's sole discretion.

## 4.2 SPECIFICATIONS

- 4.2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references indicate the type and quality required by The System. Proposals on brands of like nature and quality will not be considered unless otherwise stated in the RFP. If proposing other than brand referenced, proposal will show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal.
- 4.2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.
- 4.2.3 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the Proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of The System.
- 4.2.4 **Oral Statements:** The System will not be bound by any oral statement or representation contrary to the written specifications of the RFP.
- 4.2.5 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
- 4.2.6 **Warranty-Product:** Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render any potential contract voidable at the option of The System. Proposer warrants that the goods proposed and furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

## 4.3 NON-DISCLOSURE

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of The System.

## 4.4 CONFLICTS

In event of a conflict between standard proposal requirements and conditions and the attached description of the transaction, the description of the transaction shall govern.

## 4.5 PROPOSER AFFIRMATION

Submitting a proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists. By submitting a proposal, the Proposer herein affirms:

- 4.5.1 **Vendor Ethics - Gratuities:** As an agency of the State of Texas, The System holds the trust of the public. All Proposers and persons doing business with The System must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic

- opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an employee of The System that might reasonably appear to influence the employee in the discharge of official duties. The System may, by written notice to the Proposer, cancel any resulting contract without incurring liability if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of The System or its Components with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event any contract resulting from this RFP is cancelled by The System pursuant to this provision, The System shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
- 4.5.2 If Proposer is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 4.5.3 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State 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.
- 4.5.4 Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. By submitting a proposal in response to this RFP, Proposer certifies and affirms that: 1) Proposer has not received compensation for participation in the preparation of the specifications for this RFP; and 2) 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.
- 4.5.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any contract resulting from this RFP may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. If awarded this RFP, Proposer will provide this information to The System prior to contract execution.
- 4.5.6 Pursuant to Section 2155.004 Texas Government Code regarding collection of state and local sales and use taxes, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and/or payment withheld if this certification is inaccurate.



4.5.7 Proposer agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

4.5.8 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, Proposer will submit the following information in response to this Section with their response in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State Agency: \_\_\_\_\_

Position with Proposer: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

4.5.9 Proposer represents and warrants that Proposer's provision of services or other performance under any contract resulting from this RFP will not constitute an actual or potential conflict of interest and represents and warrants that it will not reasonably create even the appearance of impropriety.

4.5.10 Proposer and any of its principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are not debarred, suspended, or otherwise excluded from doing business with The System.

4.5.11 Proposer certifies that if a Texas address is shown as the address of the Proposer on its proposal, Proposer qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

## Section 5 – General Description of the Transaction

### 5.1 EXCLUSIVE NEGOTIATIONS

The System intends to enter into an Exclusive Negotiating Agreement (**ENA**) with the highest-ranking Proposer. Under the ENA, the parties will proceed with further concept refinement, Project planning, and preliminary design and development activities as deemed reasonably necessary and appropriate by The System prior to entering into the Ground Lease and related agreements (the **Definitive Agreements**). Under the ENA, The System may authorize the Proposer to commence activities or provide services relating to the Project, including the following.

- 5.1.1 Project planning, programming, design, and engineering for each of the Research Facility and the Solar Farm. TXST will participate in the review and development of the preliminary design and programming of the Project.
- 5.1.2 Surveying, site due diligence, permitting, and economic and financial feasibility analysis.
- 5.1.3 The ENA will also identify the key terms for the Definitive Agreements, subject to the satisfaction of certain conditions required under the ENA.

### 5.2 GROUND LEASE

Execution of a Ground Lease and related Definitive Agreements will depend upon the outcome of the ENA activities and the parties' ability successfully negotiate mutually agreeable terms consistent with the Project Objectives and Project Benefits, and material terms contained in this RFP. The System expects the final terms of the Definitive Agreements to be fully consistent with this RFP and the material terms and considerations presented in the selected Proposal.

### 5.3 RESPONSIBILITIES OF THE DEVELOPER.

Under the Definitive Agreements, the Developer will have the following responsibilities:

- 5.3.1 Design: The Developer will be primarily responsible for the development of the design and engineering work for each of the Research Facility and the Solar Facility in accordance with the design criteria set forth in this RFP and as further refined in the Definitive Agreements. TXST will have the right to review and approve preliminary and final plans and specifications for each of the Research Facility and the Solar Farm for purposes of ensuring compliance with established design criteria and System rules, regulations and requirements applicable to the Project.
- 5.3.2 Permitting: The Developer will obtain all permits, licenses, approvals and / or variances required by city, county, state, or federal authorities to complete the Project.
- 5.3.3 Construction: The Developer will be solely responsible for the construction of the Research Facility and the Solar Farm at the Developer's sole cost and expense. TXST

will have no responsibility for any costs of the Project and shall not be liable for any cost overruns or delay.

- 5.3.4 Operations: Under the Ground Lease, The System will grant the Developer the right to possess and occupy the Property for the sole purpose of operating and maintaining the completed Solar Farm. The Developer will agree under the Ground Lease to operate and maintain the Solar Farm in accordance with industry accepted operating standards applicable System rules and regulations, and all applicable legal requirements. for the duration of the operational lease.
- 5.3.5 Limitation on Liability and Indemnity: The Developer will agree to release and indemnify The System and TXST from any liability relating to its construction, operation, and maintenance of the Project, and the sale of electricity.
- 5.3.6 Restoration: The Developer will agree in the Ground Lease to clean and restore the Property to its original condition at the expiration or earlier termination of the Ground Lease.

## 5.4 GENERAL CRITERIA AND SPECIAL REQUIREMENTS

The work to be performed under the Definitive Agreements will generally fall under three components: (i) the relocation of Bobcat Blend, (ii) design and construction of the Research Facility, and (iii) design, construction, operation, and maintenance of the Solar Farm, including the R&D Array. TXST has prepared the following general criteria and special requirements applicable to each component as described below.

- 5.4.1 Relocation of Bobcat Blend: The Developer may be responsible for relocating the existing two hundred (200) cubic yards of compost piles, two (2) tool sheds and operating equipment associated with Bobcat Blend to Freeman Center (ref. **APPENDIX TWO**). All care must be taken in the relocation activity to minimize disruption to the Bobcat Blend and Freeman Center operations.

The Developer may retain a professional engineer to design a 2.5 acre +/- impermeable (i.e., bentonite clay) surface in accordance with TCEQ and Edwards Aquifer Association requirements and secure the proper permits from both entities and any others that may be applicable. It is expected the remainder of the facility would not require an impermeable surface but would require its runoff to be directed to a retention pond. The runoff retention pond may be designed by a professional engineer and constructed by the Developer in accordance with all TCEQ and Edwards Aquifer Authority requirements.

The Developer may complete all TCEQ plans / forms required for Project approval by TCEQ and the Edwards Aquifer Authority to complete Services including, but not limited to, a Water Pollution Abatement Plan (**WPP**; permanent stormwater plan) and Aboveground Storage Tank (**AST**) plan. More information can be found on the TCEQ website:

<https://www.tceq.texas.gov/permitting/eapp/material.html>

The Developer may be responsible for the following work at the Freeman Center in connection with the relocation of Bobcat Blend:

- A. Construct an eight-foot tall “deer fence” around the perimeter of the approximate 5-acre site.
- B. Connect to existing aerial electrical service and provide a new 200-amp 120V / 208V power distribution panel within the existing structure.
- C. Provide a  $\frac{3}{4}$ -inch water service to the site. *Note: Assume tie point connect is 500 LF away.*
- D. Provide four (4) concrete pads with three (3) foot pony walls on two sides of each concrete pad for mixing / blending of the compost material. Each concrete pad shall be a minimum of 35 sq. ft with 8-in reinforced concrete.

5.4.2 Design and Construction of the Research Facility: The Developer will be responsible for the design and construction of the Research Facility, consisting of (i) a 13,450 gross square-foot warm shell (i.e., to include basic amenities such as ceilings, lighting, plumbing, HVAC, etc.) building, (ii) an asphalt parking lot, (iii) road, utilities, and driveway access (for use by TXST and emergency response services), and (iv) interconnectivity to the R&D Array (discussed below). The design standards and requirements for the Research Facility are set forth in **APPENDIX FOUR**.

Upon substantial completion of the Research Facility, the Developer will transfer title of the completed improvements to TXST for its exclusive ownership and use for solar-related research activities. TXST prefers construction of the Research Facility to begin before Solar Farm construction begins. Upon transfer, TXST will occupy the completed Research Facility and be responsible for fit-out, operation, and maintenance of the building, parking lot, and road.

5.4.3 Design, Construction, and Operation of the Solar Farm; Access to the R&D Array: The Developer will be responsible for the design and construction of the Solar Farm, including the R&D Array.

The R&D Array will provide access to approximately 6MW of production capacity. The R&D Array will be maintained by the Developer as part of the overall Solar Farm but will be made available for access to TXST on a separate feeder for research and development purposes. It is estimated that this level of production capacity will require approximately fifteen (15) acres of Muller Farm (assuming 1MW for every 2.5 acres).

- A. The Solar Farm will be located at Muller Farm and is expected to have a production capacity of approximately 64MW.
- B. The Project must include both long-durability and short-durability energy storage technologies.

- C. All solar panels in the array will have a warranty lifespan of at least twenty (20) years.
- D. Contractor will own and maintain all equipment required to operate the solar array. Contractor will not be able to sell the array without preapproval from TXST.
- E. The Project must interconnect at grid voltage level with the BEC system or LCRA system.

TXST will share its research projects and plans using R&D Array with the developer on a regular basis. TXST will create and maintain a change plan and schedule for new research equipment, process and change needed. TXST intends to use as little as possible of the power generated by the R&D Array and the Developer will retain full ownership of all remaining power generated from the R&D Array. TXST has established the following criteria for the design, operation and use of the R&D Array:

- F. The Developer will provide TXST with 24/7/365 physical access to the R&D Array. TXST intends to make any necessary changes to the R&D Array during non-production times (i.e., between sunset and the following sunrise). Research activity may include temporary changes and outages that could affect energy production of the Solar farm. The Developer will not be compensated for loss in production during these temporary changes.
- G. The panels in the R&D Array section of the Solar Farm must be the same technology or better as the panels dedicated for use by the Developer in the rest of the Solar Farm.
- H. The Developer will provide TXST with the Solar Farm's real-time production, operations, and maintenance data for research activities for the duration of the land lease. Such data will be co-owned by TXST and will be used for research purposes.
- I. The Developer will allow changes to the R&D Array including, but not limited to, adjustments to attitude and power regulation equipment without compensation for any loss of production.
- J. TXST intends to use as little as possible of the power generated by the R&D Array. TXST expects to have a DC bus and AC bus that will benefit from the pass through of the energy to enhance the types of experiments and testing that TXST can perform. The Developer will ultimately be able to sell a majority of the energy generated by the R&D Array.

## **5.5 PROJECT DUE DILIGENCE AND ASSUMPTIONS**

- 5.5.1 Zoning and Permitting. Under Texas law, land owned by The System is not subject to municipal zoning regulations. Additionally, all local permitting and building code requirements for improvements constructed on System-owned land are administered directly by The System. Accordingly, Respondents should assume that all Phases of the Project shall be exempt from applicable municipal or county land use codes and zoning regulations. However, to the extent that any component of the Project may be

serviced by municipal utilities or emergency response services, local ordinances and regulations applicable to those services may apply.

5.5.2 Property Tax. under Texas law, because The System is a public agency, land owned by The System is not subject to ad valorem taxation *only* so long as it is used for public purposes of The System. However, private possessory interests such as the Ground Lease will be recognized by local taxing authorities as separate estates subject to tax. Accordingly, because the Solar Farm will be owned and operated by the Developer for its own commercial purposes, Proposers should assume that the Solar Farm will be subject to local property tax under Texas law. The Research Facility will be owned and maintained by TXST for educational and research purposes and will be exempt from property tax.

5.5.3 Sales and Use Tax. Under Section 151.311 of the Texas Tax Code, tangible personal property incorporated or used for the construction of a facility that is for the primary use and benefit of the State is exempt from state sales and use tax. Accordingly, Proposers should assume that all materials incorporated and used for the construction of the Research Facility will be exempt from State sales and use tax. However, because the Solar Farm will be owned and operated by the Developer for its own commercial purposes, Proposers should assume that materials incorporated and used for construction of the Solar Farm will be subject to State sales and use tax.

5.5.4 Diligence Reports. The System has caused the following due diligence reports relating to the Property to be prepared for purposes of the Project. The System makes no representations as to the accuracy or completeness of these reports.

A. Title for Muller Farm

B. Survey of Muller Farm (ref. **APPENDIX THREE**)

C. Phase One Environmental Study (ref. **APPENDIX SIX**)

## Section 6 – Project Financials

Proposer shall provide all Project budget and proforma information as requested in response to this Section or any other part of this solicitation. Pricing information must be in United States Dollars and is considered all inclusive.

### 6.1 PROJECT BUDJECT

- A. Development Budgets. Provide any indicative sources and uses of funds for delivery of the Project, including separate preliminary development budgets for the Research Facility and the Solar Farm, inclusive of hard costs, soft costs, financing costs, and contingency.

The development budget for the Solar Farm should separately list the solar and battery energy storage system (**BESS**) installed facility cost, and interconnection costs. Provide reasonable itemized breakdown of project costs including, but not limited to, solar PV only, solar PV plus battery option, land development costs, interconnection infrastructure (including any applicable system upgrades), modules, inverters, transformers, balance of plant, installation labor, engineering, sales and use taxes, and cost to extend utility infrastructure to the Property.

- B. Sources of Financing. Specify and provide a general description of the sources of private financing for each of the Solar Farm and the Research Facility, including private debt and equity financing. Provide indicative commitment letters from qualified lenders.

### 6.2 OPERATING PROFORMA

Provide a detailed schedule of revenue and expenses for the first five (5) years and the projected Project operations, including Solar Farm gross operating revenues, operating expenses, net revenues, taxes, Ground Lease rent, and capital maintenance and repair costs for the total 25-year lease term.

## Section 7 – Execution of Proposal

**Proposer shall complete, sign, and submit this Execution of Proposal with their proposal response. The Execution of Proposal must be signed by an authorized officer of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign the Execution of Proposal will result in the rejection of proposal.**

**7.1** By signature hereon, the Proposer hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

**7.2** By executing this Proposal, Proposer represents and warrants that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Proposer shall be removed from all proposal lists.

**7.3** By the signature hereon affixed, the Proposer hereby certifies that neither the Proposer or the firm, corporation, partnership, or institution represented by the Proposer 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 anti-trust laws, nor communicated directly or indirectly the Proposal made to any competitor, or any other person engaged in such line of business.

**7.4 Acknowledgement of Addenda:** The undersigned Proposer hereby acknowledges receipt of the following Addenda issued as a part of this solicitation (initial only if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

**Note:** If there was only one (1) Addendum issued, initial just the first blank after No. 1, not all five (5) blanks above.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Proposer/Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (typed/printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_



## Section 8 – Proposer’s Questionnaire

The Proposer recognizes that in selecting a Developer, The System will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct, and complete.

All Proposals submitted must contain full and complete responses to each of the following questions about Proposer’s firm (“**Company**”). Proposer must demonstrate the ability to successfully provide the Services. If a Proposer cannot meet any qualifications or responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

### 8.1 COMPANY PROFILE

8.1.1 Provide the following information:

Legal name of Company	
Federal Tax ID #	
State of incorporation	
Identify the organizational status of the Company (i.e., corporation, partnership, or sole proprietorship). Include: <ul style="list-style-type: none"> <li>• date of incorporation,</li> <li>• name of corporate president / principals</li> </ul>	
Address of principal place of business	
Address of office that would be providing service under the Agreement	
Number of Employees	
Annual Revenue	
Name of Parent Corporation (if any)	
Primary Contact Name	
Primary Contact email and phone	

**NOTE: If Proposer is a subsidiary, The System prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

- 8.1.2 State whether Proposer will provide a copy of Company financial statements for the past two (2) years, if requested by The System.
- 8.1.3 Provide financial rating of Company and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 8.1.4 Provide a brief history of the Company. Indicate the number of years the Company has provided the type of services for which this proposal is submitted.
- 8.1.5 Is the Company licensed to solicit business in the State of Texas? If yes, include a copy of the license(s).
- 8.1.6 Disclose any relationships between Company and employees of The System:
- A. Is there any current or past relationship(s), including familial relationships through marriage or consanguinity, business relationships, capital-funding agreements, or arrangements, or any other such similar business or personal relationship(s), between the Company and any employee, officer or Regent of The Texas State University System, including Component Institutions? If yes, please explain.
  - B. Does the Company have any current or former employees who are / were employees of The Texas State University System or Component Institutions? If yes, please explain.
  - C. Does the Company have any proposed personnel who are, or are related to, current or former employees of The Texas State University System or Component Institutions? If yes, please explain.
- 8.1.7 Is the Company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 8.1.8 Is the Company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 8.1.9 Provide any details of all past or pending litigation or claims filed against the Company that would negatively impact the Company's performance under any agreement with The System.
- 8.1.10 Provide the name, title, email, and telephone number of the individual who will serve as the primary day-to-day contact for should a contract be awarded to Company.

## **8.2 QUALITY OF SERVICE**

- 8.2.1 Discuss how Company maintains relationships with clients and provides high-level customer service to clients. Describe Company's plan to maintain effective communication with The System.
- 8.2.2 Describe service approach Proposer will use and how quality of service will be measured for this Project. Describe how Proposer's team will address any noted deficiencies in the service performance and Proposer's problem escalation policy.
- 8.2.3 Describe the Proposer's emergency communications protocols, plans, and best practices, including communications with the media, public and TXST staff.

## Section 9 – Evaluation of Proposals

The Proposer recognizes that in selecting a Developer, The System will rely in part on the Proposer's responses to this Section. Accordingly, by submitting a proposal, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. The System reserves the right to contact each reference or contact name listed in response to this RFP at any time and shall be free from any liability to Proposer for conducting such inquiry. Failure to respond to any item in this section may result in disqualification.

Per **Section 2.5** the specific RFP Evaluation Criteria, and relative weights of each, that will be used to evaluate Proposals are as follows:

Criteria	Weight
Vendor Experience & Capabilities	20%
Project Approach	20%
Research Facility & Solar Array	25%
Project Financials (ref. <b>Section 6</b> )	20%
Project Schedule	15%
<b>Total:</b>	<b>100%</b>

When considering 'best value' and award, The System reserves the right to set a minimum score requirement regarding the non-cost criteria listed in the table above.

To be considered, Proposer must submit the following information, using the same numbering format and in the order asked, as part of its Proposal.

### 9.1 VENDOR EXPERIENCE & CAPABILITIES

9.1.1 Project Team Members. Identify each member of Proposer's development team, including general contractors, architectural and engineering firms, and financing partners. Provide a general description of each development team member's experience and qualifications in providing their respective services for developments similar to the Project.

9.1.2 References. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Project described in this RFP.

Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Project name / location; and
- Short description of work performed.

- 9.1.3 Key Personnel. Provide an organizational chart and a brief résumé for each of the proposed *key personnel* to perform the Services. Include a statement describing the Proposer's commitment to keep the individuals proposed working on the Project. List any relevant state or national professional organizations the firm is a member of or actively involved with. Résumés of key personnel should not exceed a single page and should focus on relevant prior experience (including technology, project management, installation, operations / maintenance, etc.) and the role to be played in performance of the Services.
- 9.1.4 Experience and Qualifications. Provide information that demonstrates the capabilities and experience of Proposer and its development team, and any other party involved in the Proposal, and the Proposer has adequate competence, resources, and skill to complete the Services. The Proposal must include the following information at a minimum.
- A. Description of technical experience, specifically with respect to solar PV facilities for utility scale.
  - B. Description of operations and maintenance experience including megawatts monitored and maintained, years providing O&M services, experience with different types of panels and technologies, and number of team members dedicated to O&M services.
  - C. Description of completed projects, total megawatts installed and customers with a specific identification of projects on which Proposer has served as an EPC contractor, PPA provider, or similar role.
  - D. Description of major components / equipment / services by category and desired vendor choices.
  - E. Description of licenses applicable at project location.
- 9.1.5 Financial Capacity. The System requests supporting documentation or certifications that the Proposal has the financial capacity to implement the Project. The System understands that at this stage in the process the production of financial specifics as they relate to Project may not be possible. Therefore, in lieu of providing The System with financial statements, please provide a high-level summary approach on similar or relevant projects, which should include data demonstrating the Proposer's financial ability to successfully execute a project similar in scale/magnitude, including confirmation of ability to provide payment and performance bond. Detailed financial documents will be required at the ENA stage. Please also include information related to whether the Proposer or any entities created by the Proposer to complete the Project have been party to a lawsuit and/or declared bankruptcy, in the most recent 7 years. That information should include information on the nature of the lawsuit, reason for bankruptcy and any judgments.

## 9.2 PROJECT APPROACH

- 9.2.1 Assumptions and Reservations. Describe any key assumptions of the Proposer relevant to the indicative terms and information contained in its Proposal. Indicate

whether the Proposer has any reservations regarding any of the assumptions or terms contained in the RFP.

- 9.2.2 Changes and Anticipated Difficulties. Describe any additions or changes to the responsibilities, terms, and requirements described in this RFP that the Proposer would suggest to successfully meet the Project Goals or that may be of benefit to The System. Any additions, changes or suggestions should be clearly described and defined in response to this section for The System's consideration. (*The System reserves the right to incorporate any such additions, changes, or suggestions into the Definitive Agreements.*) Describe any difficulties the Proposer anticipates in performing the responsibilities contemplated in this RFP and how the Proposer plans to manage these difficulties. Describe any assistance the Proposer would require from The System.
- 9.2.3 Programming and Overall Approach. Describe overall project approach Proposer will use on this Project. How does the location of the Property (crossing multiple counties) and physical characteristics (topography, ponds, etc.) impact Proposer's overall approach and programming for the Project?
- 9.2.4 Operational Methodology. Describe the Proposer's approach and methodology to energy operations, including lab capabilities, locations, and disaster recovery plans. Provide examples of other projects where available. Relevant detail may include schedules, rotation cadence, working methodology, procedures and best practices used to monitor and control the solar assets.
- 9.2.5 Research and Collaboration. Describe how the Proposer plans to collaborate, if at all, with the research activities that TXST will perform at the Smart Energy & Utilities Lab in the following areas: Solar PV cells, Tracking Systems, Fuel Cells, Energy Storage, Inverters, Green Hydrogen, Electric Vehicle charging, Electric Vehicle-to-Grid discharging, Microgrids, Smart Meters, Power Factor, Demand Response, VVO, VVC, CVR, FDIR, FLISR, Harmonics, Modulation, Power Electronics, Transformers, High-medium-low voltage wires, DC wiring, Reclosers, Switches, Feeders, Sectionalizers, Tap Changers, Bushings, Wires, Cap Banks, NERC/CIP cybersecurity, Applied Internet-of-Things, Applied AI/ML for grid modeling and controls, SCADA Network Optimization, Energy Management Systems, Generation Management Systems, Distributed Control Systems, Distribution Management Systems, DERM Systems, Outage Management Systems, Geospatial Information Systems, Metering Data Management System, Trading Systems, and Load Forecasting Systems.
- 9.2.6 O&M Plan. Describe Proposer's operations and maintenance (**O&M**) plans or services for the Solar Farm. Discuss the expected O&M plan, including staffing, budget, routine maintenance and replacement scheduling, and overall management of the farm. Additionally, provide a description of the basic philosophy for performing O&M and include a discussion of contracting for outside services, if applicable.
- 9.2.7 Decommissioning. Describe decommissioning plans or services for Solar Farm. Proposer should discuss current and/or expected decommissioning plans, including staffing, budget, processes, etc. The decommissioning plan should guarantee that the premises will be restored to its former condition. Proposer should also submit a cost forecast for decommissioning and removal of the solar PV farm at the end of year 25.

## 9.3 PROJECT DELIVERY

- 9.3.1 Delivery of the Research Facility. Provide a narrative description of the construction plan for the Smart Energy & Utilities Lab, site and utility improvements and solar arrays to be installed as part of the R&D Array, including how Proposer will work with TXST and other relevant stakeholders. Describe Proposer's general approach to construction management, staging, addressing on-site environmental concerns, grading and drainage, equipment installations, commissioning and acceptance testing, project close-out document control, quality assurance procedures, safety plans, and project administration. If the Proposer plans to use subcontractors to build the Smart Energy & Utilities Lab, describe how the Proposer plans to manage subcontractors. The description should include the organization of the team, including subcontractors, and a description of the services to be performed by the subcontractors and a description and representation of accountability and lines of authority of the Developer's team.
- 9.3.2 Delivery of The Solar Farm. Provide a general description of the proposed Solar Farm, including the Project name, nameplate AC capacity rating, accredited capacity, in-service date, equipment, and configuration, interconnection plan, milestones, meteorological studies/performance simulation data, and any other pertinent information. Highlight any smart inverter features that add operational and resilience value to the Project. Describe the equipment Proposer plans to use for the Solar Farm, including the R&D Array. At a minimum, Proposals should include the following for all the major equipment:
- A. the manufacturer name
  - B. model name and number
  - C. key metrics and characteristics of the equipment
  - D. performance history of the equipment
  - E. terms of product, workmanship, performance, and any other warranties and/or guarantees
  - F. contracting status
  - G. availability of equipment and planned delivery dates
- 9.3.3 Interconnection. Describe details of how Proposer plans to interconnect to the ERCOT electric grid (i.e., Bluebonnet Electric Coop System and / or the LCRA system) and include possible point(s) of interconnection and / or list any possible upgrades needed / recommendations to be able to interconnect the Project at the proposed point. Proposals should include a listing, description, and associated timing for required permitting up to the interconnection point / facilities.
- 9.3.4 Permitting. What permits does Proposer believe will be required for the Project? Describe (at a high level) the process to obtain the needed permits and the expected time frame to obtain them. Describe any relevant experience the Proposer has in obtaining relevant permits.
- 9.3.5 Utilities Access. Describe Proposer's plan to bring utility infrastructure to the Muller Farm site. Include plans for providing:

- A. electric utilities/infrastructure to the site,
- B. natural gas infrastructure to the site,
- C. water service infrastructure to the site,
- D. wastewater service/infrastructure to the site or provide an engineered On-Site Sewage Facility (**OSSF**), and
- E. high speed (>10 GB/s) fiber optic service to the site.

The following technical information should also be discussed / provided in response to this section, as applicable:

- F. Equipment data sheets
- G. Description of technology and configuration
- H. Status of site control consistent with minimum requirements
- I. Site layout map and characteristics (such as lease agreements, waste disposal, etc.)
- J. Summary of the commercial operating experience of the equipment used or to be chosen
- K. Solar/BESS system layout and characteristics
- L. Electrical interconnection metering
- M. Level of efficiency
- N. Solar DC and AC ratings
- O. BESS DC and AC ratings, charge/discharge ratings
- P. Annual degradation rate, BESS life cycle
- Q. Communications, control, instrumentation, and protective devices
- R. Facility limitations that may constrain operation
- S. Hourly energy profile spreadsheet
- T. Proposed construction period
- U. Project Management
- V. Quality assurance plans
- W. Performance guarantees and warranties
- X. Start-up standard testing
- Y. Factory and performance tests



Z. Design life loading (wind, seismic, etc.)

AA. Pre-operational milestones (i.e., construction financing, commencement, installation, testing and completion dates)

BB. Frequency and duration of scheduled maintenance of facility

CC. Any information that could impact the cost, construction schedule or output capability of the Project

## 9.4 PROJECT SCHEDULE

9.4.1 Schedule. Provide a general timeline and schedule for the financing, design, development, construction and completion of the Research Facility and Solar Farm, including (i) the expected date of execution of the ENA, (ii) the expected date for financial closing and execution of the Ground Lease, (iii) target completion dates for engineering, permitting, notice to proceed, equipment procurement, construction, startup, and commissioning. Include:

- a high-level project development and completion schedule along with key milestone dates; and
- a Project schedule which demonstrates how Proposer intends to mobilize its workforce and resources to complete the Project within the proposed schedule.

The project schedule should include identifying milestones, compiled from Microsoft Project or any other project management tool.

9.4.2 Delivery Strategy and Work Plan. Describe the overall development strategy and work plan that will ensure that the project can be developed in time to meet the proposed commercial operation date. What will Proposer do to mitigate risk of project delays?

**APPENDIX ONE****REQUIRED TERMS & CONDITIONS**

The terms and conditions contained in this **APPENDIX ONE** or, in the sole discretion of The System, terms and conditions substantially similar to these terms, will be required in, and govern, any contract that may result from this RFP.

**1. Responsibility for Individuals Performing Work.** Each individual who is assigned to perform the Work under this Agreement will be an employee of Developer or an employee of a subcontractor engaged by Developer. Developer is responsible for the performance of all individuals performing the Work under this Agreement.

**1.1** Developer will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the Work. Developer will not knowingly assign any individual to perform Work on The System or Component Institution's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

**1.2 Background Checks.** If Developer's employees will be placed on a campus of The System for an extended period of time, Developer will provide representation that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the Component campus:

A. Sex offender and criminal history databases where the above individuals will be placed on the campus, working with or around students; and

B. Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by The System.

Developer will provide The System a letter signed by an authorized representative of Developer certifying compliance with this Section. Developer will provide The System an updated certification letters each time there is a change in the individuals assigned to perform the work.

**2. Developer's Certifications.**

**2.1 Entities that Boycott Israel.** Pursuant to Chapter 2270.002 of the [Texas Government Code](#), Developer certifies that either (1) it meets an exemption criterion under Section 2270.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Developer shall state in this Agreement any facts that make it exempt from the boycott certification.

**2.2 Foreign Terrorist Organizations.** Pursuant to Chapter 2252.152 of the [Texas Government Code](#), Developer certifies Developer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Developer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 2.3 Excluded Parties.** Developer certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 2.4 Suspension and Debarment.** Pursuant to and in compliance with [Executive Orders 12549 and 12689](#) and Section 180.300 of the [Code of Federal Regulations](#), The System cannot purchase goods and / or secure services from vendors that have been debarred, suspended, proposed for debarment, or otherwise excluded from or ineligible to participate in Federal or State assistance programs or activities. Developer certifies that, to the best of its knowledge, Developer and / or its principals are not suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by the Federal government and / or the State of Texas. Developer further certifies that it is not subject to a vendor hold by the State of Texas and / or that it is not subject to debarment or suspension by the Texas Comptroller. If it is ever determined that Developer is suspended or debarred from doing business with the State of Texas or U.S. Federal government, The System may immediately terminate the Agreement and will not issue any payment for goods / services rendered.
- 2.5 Eligibility Certifications (Financial Participation Prohibited / Prior Disaster Relief Contract Violation).** Pursuant to Sections 2155.004 and 2155.006, [Texas Government Code](#), Developer certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.6 Human Trafficking.** Under Section 2155.0061 of the [Texas Government Code](#), Developer certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.
- 2.7 Restricted Employment for Certain State Personnel.** Pursuant to Section 572.069 of the [Texas Government Code](#), Developer certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for The System involving Developer within two (2) years after the date that the Agreement is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- 2.8 Child Support Obligation Certification.** Pursuant to [§231.006, Texas Family Code](#), Developer certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.9 Tax Certification.** If Developer is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Developer certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Developer is exempt from the payment of those taxes, or Developer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

**2.10 Firearm Entities and Trade Associations Discrimination.** Pursuant to Chapter 2274 of the [Texas Government Code](#), for Agreements that exceed \$100,000 Developer verifies that it:

- A. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- B. will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

**2.11 Energy Company Boycotts.** Pursuant to Chapter 2274 of the [Texas Government Code](#), for Agreements that exceed \$100,000, Developer certifies that it:

- A. does not boycott energy companies as defined in Section 809.001 (1)(A) Texas Government Code (i.e., fossil fuel companies); and
- B. will not boycott energy companies during the term of the Agreement.

**2.12 Vaccine Passport Prohibition.** Developer certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Developer's business. Developer acknowledges that such a vaccine or recovery requirement would make Developer ineligible for a state-funded contract.

**2.13 Critical Infrastructure Affirmation.** Pursuant to Section 2274.0102 of [Texas Government Code](#), Developer certifies that neither it nor its parent company, nor any affiliate of Developer or its parent company, is:

- A. majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of Texas Government Code, or
- B. headquartered in any of those countries.

### **3. Representations and Warranties by Developer.**

**3.1** Developer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Developer has been duly authorized to act for and bind Developer.

**3.2 Ethics Matters; No Financial Interest.** Developer and its employees, agents, representatives and subcontractors have read and understand The System's Conflicts of Interest Policy and Code of Ethics at <https://www.tsus.edu/about-tsus/policies.html> and applicable state ethics laws and rules. Neither Developer nor its employees, agents, representatives or subcontractors will assist or cause The System employees to violate The System's Conflicts of Interest Policy. Developer represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement. Neither Developer nor its employees, agents, representatives or subcontractors will assist or cause The

System employees to violate The System's Conflicts of Interest Policy, The System's Ethics Code, or applicable state ethics laws or rules. Developer represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Further, Developer agrees to comply with §2252.908, [Texas Government Code](#) (Disclosure of Interested Parties Statute), and 1 TAC §§46.1 through 46.5 (Disclosure of Interested Parties Regulations), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and The System with information required on the form promulgated by TEC. Developer may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at: <https://www.ethics.state.tx.us/filinginfo/1295/>

#### 4. Right to Audit.

**4.1 The System's Right to Audit.** Developer agrees that The System, or any of its duly authorized representatives, at any time during the term of the Agreement, will have access to, and the right to audit and examine, any relevant books, documents, papers, and records of Developer. Such records will be kept by Developer for a period of four years after the termination of this Agreement.

**4.2 State Auditor's Right to Audit.** Developer understands and agrees, and shall cause each subcontractor that it contracts with that, to the extent Developer accepts funds from The System under this Agreement, then, to the extent permitted by applicable law (including, without limitation, [Texas Education Code](#) Sections 51.9335(c), 73.115(c) and 74.008(c)), the State of Texas Auditor's Office or any successor agency (**Auditor**) shall be permitted to conduct an audit or investigation in connection with those funds. Developer shall cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Additionally, the Auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of the Developer relating to this Agreement for any purpose.

**5. Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) or email (to the extent an email address is provided below), when received:

If to The System:       The Texas State University System  
                                   Attention: Vice Chancellor and CFO  
                                   601 Colorado Street  
                                   Austin, TX 78701  
                                   Or via email: [finance@tsus.edu](mailto:finance@tsus.edu)

If to Developer:        As per address / email information noted on this Agreement.

or other person or address as may be given in writing by either party to the other in accordance with this Section.

- 6. INDEMNIFICATION.** DEVELOPER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY THE SYSTEM, AND HOLD HARMLESS THE SYSTEM AND THEIR REGENTS, OFFICIALS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM:
- 6.1** DEVELOPER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER, OR ANY BREACH OF ANY REPRESENTATION OR WARRANTY BY DEVELOPER UNDER, THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO BETWEEN DEVELOPER AND THE SYSTEM RELATED TO THE WORK;
  - 6.2** ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE PERFORMANCE OF THE WORK OR OTHER ACTIVITIES IN CONNECTION THEREWITH AS CONTEMPLATED HEREIN BY DEVELOPER OR BY ANY EMPLOYEE, CONSULTANTS, DESIGN PROFESSIONALS, INDEPENDENT CONTRACTORS, AND SUBCONTRACTORS OF, EMPLOYED OR RETAINED BY OR ON BEHALF OF DEVELOPER FOR THE PERFORMANCE OF ANY OF THE WORK (COLLECTIVELY, THE "DEVELOPER RESPONSIBLE PARTIES");
  - 6.3** THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF DEVELOPER AND ANY DEVELOER RESPONSIBLE PARTIES; OR
  - 6.4** THE VIOLATION BY DEVELOPER OF ANY TERM, CONDITION OR COVENANT IN THIS AGREEMENT.

IN EACH CASE, EVEN IF CAUSED BY THE CONTRIBUTORY NEGLIGENCE OR ALLEGED CONTRIBUTORY NEGLIGENCE OF AN INDEMNITEE OR IF AN INDEMNITEE WOULD OTHERWISE BE STRICTLY LIABLE UNDER LEGAL REQUIREMENTS.

DEVELOPER ACKNOWLEDGES AND AGREES THAT PURSUANT TO THE PROVISIONS OF THIS SECTION 7, DEVELOPER AGREES TO INDEMNIFY THE INDEMNITEES EVEN IF THE INDEMNITEES ARE NEGLIGENT, BUT NOT TO THE EXTENT THAT THE CLAIMS ARISE OUT OF THE ADJUDICATED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE INDEMNITEES.

IF DEVELOPER AND THE SYSTEM ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY SOVEREIGN IMMUNITY AVAILABLE TO THE SYSTEM UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

IN ADDITION, DEVELOPER WILL INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY THE SYSTEM, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, THE SYSTEM AGREES TO COOPERATE REASONABLY WITH DEVELOPER. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

7. **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE SYSTEM (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON THE SYSTEM'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS OF JURY TRIALS; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE **LIMITATIONS**), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE SYSTEM EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
8. **Sovereign Immunity.** Notwithstanding any provision of the Agreement, nothing herein shall be construed as a waiver by The System of its constitutional, statutory or common law rights, privileges, immunities or defenses, including, but not limited to, waiver of The System's (i) sovereign immunity to suit; (ii) sovereign immunity against the recovery of money damages; or (iii) right to a jury trial for any issue arising under this Agreement. To the extent the terms of this paragraph conflicts with any other provision in the Agreement and this Addendum, the terms of this paragraph shall control.
9. **State Property.** Notwithstanding any provision of the Agreement, any grant by The System to Developer of any right to take possession and control of personal property owned by the State of Texas or to have a security interest therein shall be effective only to the extent that The System has authority to grant such rights under the Constitution or laws of the State of Texas.
10. **Electronic and Information Resources.**
  - 10.1 **Access by Individuals with Disabilities.** Developer represents and warrants (the **EIR Accessibility Warranty**) that the electronic and information resources and all associated information, documentation, and support that it provides to The System under the Agreement (collectively, the **EIRs**), if any, comply with the applicable requirements set forth in Title 1, Chapter 213 of the [Texas Administrative Code](#) and Title 1, Chapter 206, Rule §206.70 of the [Texas Administrative Code](#) (as authorized

- by Chapter 2054, Subchapter M of the [Texas Government Code](#).) To the extent Developer becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Developer represents and warrants that it will, at no cost to The System, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Developer fails or is unable to do so, then The System may terminate the Agreement and Contractor will refund to The System all amounts The System has paid under the Agreement within thirty (30) days after the termination date. Developer will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by The System or The System's third party testing resources as required by [1 TAC §213.38\(g\)](#).
- 10.2** If Developer is providing Information Resource Services (per TAC 202.1), the terms and conditions of the Security & Accessibility Standards Exhibit found at <https://www.tsus.edu/offices/finance/terms-and-conditions.html> (the **IT Exhibit**) are also incorporated into the Agreement and shall also take precedence over any contrary term and condition contained in Developer's proposal or additional documentation provided by Developer.
- 11. Public Information Act.** The System strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act (**TPIA**), Chapter 552, [Texas Government Code](#). In accordance with §§552.002 and 2252.907, [Texas Government Code](#), and at no additional charge to The System, Developer will make any information created or exchanged with The System pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by The System that is accessible by the public.
- 12. Media / Press Releases.** Except when defined as part of the Work provided under the Agreement, Developer will not make any press releases, public statements, or advertisement referring to the Work or the engagement of Developer as an independent contractor of The System in connection with the Work or release any information relative to the Work for publication, advertisement, or any other purpose without the prior written approval of The System.
- 13. Insurance Requirements.** Prior to commencement of any work, and at all times, during the term of this Agreement, Developer must obtain and maintain the minimum insurance coverages set forth below. Developer is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 13.1 Workers' Compensation Insurance** with statutory limits for the State of Texas, and Employer's Liability Insurance with limits of not less than:

Employers Liability - Each Accident - \$1,000,000

Employers Liability - Each Employee - \$1,000,000

Employers Liability - Policy Limit - \$1,000,000



Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of The System.

**13.2 Commercial General Liability Insurance** with limits of not less than:

Each Occurrence Limit - \$1,000,000

Damage to Rented Premises - \$300,000

Medical Expenses (any one person) - \$10,000

Personal & Advertising Injury - \$1,000,000

General Aggregate - \$2,000,000

Products - Completed Operations Aggregate - \$2,000,000

Policy must include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Developer's (or subcontractor's) liability for bodily injury (including death) and property damage.

**13.3 Business Auto Liability Insurance** covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

**13.4 Umbrella and/or Excess Liability Insurance** with limits of not less than \$50,000,000. This policy shall provide excess coverage over all underlying policies required above.

**13.5 Professional Liability Insurance (Errors and Omissions)** with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate for Services Fee equal to or less than \$1,000,000) and with limits not less than \$1,000,000 per claim and \$4,000,000 annual aggregate for Services Fee of \$1,000,001 and above.

**13.6 Pollution Liability Insurance (including Contractors' Pollution Liability Coverage)** with limits of not less than \$1,000,000 per loss and \$2,000,000 annual aggregate.

**13.7 Builders Risk Insurance** covering the Work in an amount equal to the total contract sum under Developer's construction contract for the Work and cost of materials supplied or installed by others, plus any change orders, comprising total value for the Work on a replacement cost basis. The builder's risk policy shall cover materials located on-site, located off-site and in transit. The policy coverages shall include, without limitation, damage resulting from collapse, from rainfall and from water, and shall include permission to occupy. The policy shall provide business income, expediting and contractor's extra expense and delayed opening/delayed start-up coverages. The time element coverages shall include a waiting period of not more than thirty (30) days and shall provide proceeds which will cover actual loss during a period of not less than twelve (12) months from the date of casualty or loss. The policy must

be endorsed to include ordinance or law coverage no less broad than that no less broad than those in the primary policy.

The builder's risk policy shall cover "Special Form Causes of Loss" (also known as "all risk"), and will include the following coverages (with sublimits as are acceptable to Developer): (A) flood, named storms, separately and in an aggregate amount not less than the amount of the contract sum (as the same may be adjusted from time to time); and (B) earthquake and earth movement, in an aggregate amount not less than the amount of the contract sum (as the same may be adjusted from time to time), debris removal, demolition and increased cost of construction, interruption by civil or military authority, ingress/egress and terrorism coverage to the extent offered and available under the Federal Terrorism Risk Insurance Act (as extended under the Terrorism Risk Insurance Extension Act of 2007) (provided that terrorism coverage may be subject to an annual aggregate limit of not less than the lesser of the full replacement value of the Work or the amount of the contract sum (as the same may be adjusted from time to time); and (C) loss or use, business income and interest expense coverage at levels acceptable to the Developer. Equipment breakdown (boiler and machinery) shall be included and specifically cover insured equipment during installation and testing, including cold and hot testing.

The deductible for the builder's risk policy shall not exceed a commercially reasonable amount and shall be the responsibility of the Developer or other applicable subcontractor or sub-subcontractor. The builder's risk policy shall be maintained until no earlier than when substantial completion of the Work has been achieved, or until a later time after substantial completion as approved by The System and the Developer.

**13.8 Bonds.** Developer shall obtain and maintain, or cause its general contractor to obtain and maintain, the following surety bonds at all times during the performance of the Work:

**13.8.1 Payment and Performance Bonds.** Developer shall obtain, or cause its general contractor to obtain, payment and performance bonds meeting all applicable requirements of Texas law, written by a surety satisfying (ii) below and in the form attached to the construction contract or such other form as reasonably approved by The System.

**13.8.2 Qualified Surety.** Any surety providing a payment bond or performance bond shall be listed on the US Department of the Treasury's Listing of Approved Sureties maintained by the Bureau of Financial Management Services (FMS), [www.fms.treas.gov/c570](http://www.fms.treas.gov/c570), stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (FMS Circular 570).

**13.8.3 Bond Indemnification.** The process of requiring and accepting bonds and making claims hereunder shall be conducted in compliance with Tex. Gov't Code, Chapter 2253 and Tex. Prop. Code, Chapter 53. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, THE CONSTRUCTION CONTRACT WILL REQUIRE THE GENERAL CONTRACTOR TO FULLY INDEMNIFY AND HOLD THE SYSTEM AND DEVELOPER HARMLESS OF AND FROM ANY

COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

- 13.8.4** Furnishing Bond Information. Pursuant to the construction contract, the general contractor shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026 and Tex. Prop. Code, Chapter 53.
  - 13.8.5** Claims on Payment Bonds. The System is not responsible in any manner to a claimant under a payment bond for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee.
  - 13.8.6** Obligees. The general contractor will be the principal obligee under the payment and performance bonds and Developer and The System will be dual/multiple obligees by endorsement to the payment and performance bonds.
- 13.9 Aviation Insurance (including coverage for Drones)** with limits of not less than \$1,000,000 and coverage extended to Bodily Injury, Property Damage, Personal Injury and Advertising Injury.
- 13.10 Additional Insurance Requirements.**
- 13.10.1** Insurance must be placed with insurers duly licensed or authorized to do business in the state of Texas and with an "A.M. Best" rating of not less than A- VII.
  - 13.10.2** Before the commencement of any work, Developer must furnish to The System's Risk Manager an original, latest edition Certificate of Insurance written on a standard ACORD form acceptable to The System, evidencing that it has procured the insurance required herein. The System reserves the right to require Developer to provide updated certificates of insurance, declaration pages, and/or endorsements evidencing the terms and conditions required herein at any time. Developer must replace all such certificates with new ones within 10 days of expiration. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.
  - 13.10.3** With the exception of Workers' Compensation, Employer's Liability, and Professional Liability, The System, its officers, employees, agents, and volunteers must be included as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Developer. Commercial General Liability must include The System and its officers, employees, agents, and volunteers as additional insureds for both on-going and completed operations.
  - 13.10.4** All policies must be endorsed to provide a waiver of subrogation in favor of The System.

- 13.10.5** All policies of insurance must be endorsed to be primary and non-contributory with any insurance coverages and/or self-insurance maintained by The System.
- 13.10.6** All insurance policies must provide for written notice of cancellation to be sent to The System in accordance with policy provisions. In the event of notice of cancellation of or material change in any insurance required herein, within two (2) days upon receiving such notice, Developer shall provide written notice to The System.
- 13.10.7** Developer must require and verify that any and all contractors, architects, engineers and other consultants which are not protected under Developer's own insurance policies maintain insurance of the same nature and in the same amounts as required of Developer in this Agreement.
- 13.11** The insurance policies required in this Agreement will be kept in force for the periods specified below:
  - 13.11.1** Commercial General Liability Insurance and Business Automobile Liability Insurance will be kept in force until the Work has been performed in accordance with this Agreement.
  - 13.11.2** Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been performed in accordance with this Agreement.
  - 13.11.3** If any insurance coverage required herein is written on a "claims made" basis, the policy retroactive date must precede the effective date of this Agreement and must not be advanced during the term of this Agreement. Developer agrees that such coverage must remain in force, either by maintaining continuous "claims made" coverage or by purchasing an extended reporting option, until the applicable preemptive period or statute of repose for any claims has expired. Developer must provide The System with proof of continuous coverage at the time the policy is renewed.

#### **14. General.**

- 14.1 Loss of Funding.** Performance by The System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (Legislature) and/or allocation of funds by the Board of Regents of The Texas State University System (Board). If the Legislature fails to appropriate or allot necessary funds, or the Board fails to allocate necessary funds, then The System will issue written notice to Developer and The System may terminate this Agreement without further duty or obligation. Developer acknowledges that appropriation, allotment, and allocation of funds are beyond The System's control.
- 14.2 Buy Texas Affirmation.** If Developer will provide services under the Agreement, Developer covenants and agrees that in accordance with Section 2155.4441, [Texas Government Code](#), in performing its duties and obligations under the Agreement, Developer will purchase products and materials produced in Texas when such

products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

- 14.3 Buy American Iron and Steel.** For services in which iron or steel products will be used, Contractor agrees to comply with Section 2252.202, [Texas Government Code](#), requiring any iron or steel products produced through a manufacturing process and used in the project be produced in the United States.
- 14.4 Governing Law and Venue.** The Agreement and all claims arising from the Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to the Agreement and all claims arising from the Agreement shall be brought in the federal or state courts serving Travis County in the State of Texas.
- 14.5 Entire Agreement; Modifications.** The Agreement (including all exhibits, schedules, supplements and other attachments (collectively, Exhibits) supersedes all prior agreements, written or oral, between Developer and The System and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by The System and Developer.
- 14.6 Title and Risk of Loss.** Title to and risk of loss to any improvements to be delivered under this Agreement will not pass to The System until The System actually receives and takes possession of such improvements.
- 14.7 Dispute Resolution (Breach of Contract Claims).** To the extent that Chapter 2260, [Texas Government Code](#), is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by The System and Developer to attempt to resolve any claim for breach of contract made by Developer that cannot be resolved in the ordinary course of business. The chief business officer of The System will examine Developer's claim and any counterclaim and negotiate with Developer in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by The System nor any other conduct, action or inaction of any representative of The System relating to the Agreement constitutes or is intended to constitute a waiver of The System's or the state's sovereign immunity to suit; and (ii) The System has not waived its right to seek redress in the courts.
- 14.8 Nondiscrimination.** In their execution of the Agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of the Agreement.
- 14.9 External Terms.** The Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Developer's performance under this Agreement (**External Terms**). External Terms are null and

void and will have no effect under this Agreement, even if The System or its employees, contractors, or agents express assent or agreement to the External Terms. External Terms include any shrink wrap, clickwrap, browse wrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that The System or its employees, contractors, or agents are required to accept or agree to before or in the course of Developer's performance under this Agreement.

**14.10** In accordance with [Texas Education Code](#), Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:

- (1) Whether the provision appears on the face of the Agreement or Contract; or
- (2) Whether the Agreement or Contract includes any provision to the contrary.

## APPENDIX TWO

## Project Locations &amp; Maps

## 1. Project Location and Site

Muller Farm is located at 4250 Center Point Road, San Marcos, Texas 78666. Figures 2-1 through 2-3 below indicate general location of property and the anticipated location for the new research lab.

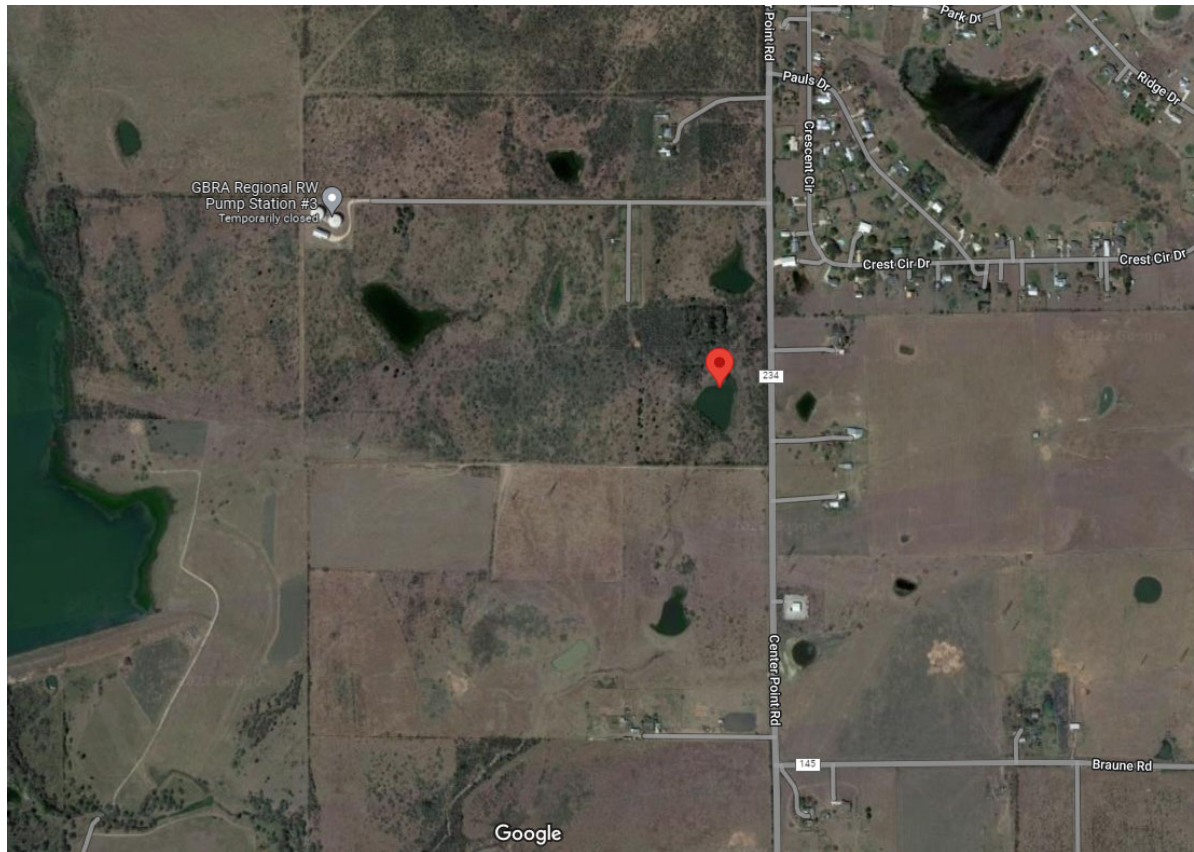


Figure 1-1: Ariel view of Muller Farm



**Figure 1-2: Location of Smart Energy & Utilities Lab at Muller Farm in relation to Texas State University and STAR Park**

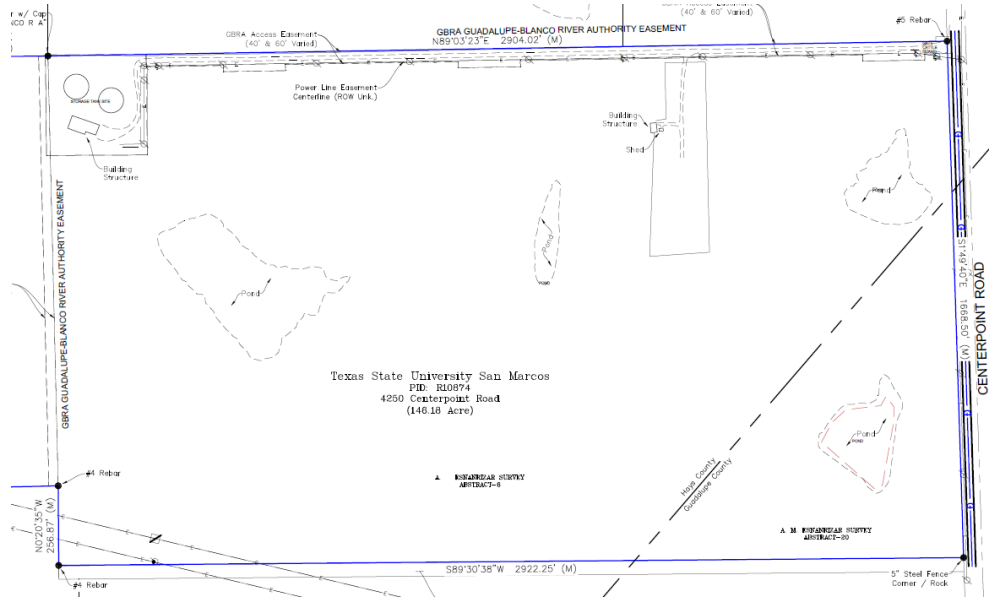


**Figure 1-3: Anticipated placement of solar farm and Smart Energy & Utilities Lab**



**2. Boundary Survey – Muller Farm**

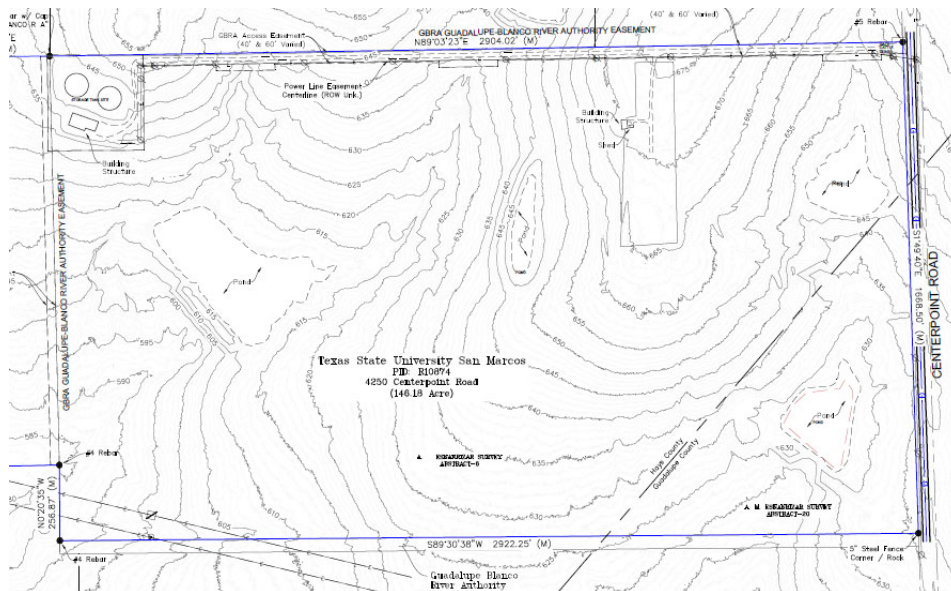
APPENDIX FIVE contains a detailed boundary survey of the Muller Farm property. A snapshot of that document is included below as Figure 2-1:



**Figure 2-1: Snapshot from Boundary Survey of Muller Farm**

**3. Topo Survey – Muller Farm**

APPENDIX FIVE contains a detailed topography survey of the Muller Farm property. A snapshot of that document is included below as Figure 3-1:



**Figure 3-1: Snapshot from Topo Survey of Muller Farm**

#### 4. Bobcat Blend Relocation Site at Freeman Center

The proposed 5-acre site for Bobcat Blend at the Freeman Center is shaded in yellow on Figure 4-1. The existing facility (to remain and be improved) at Freeman Center is located at approximately 29°56'28.36" N, 98°00'27.92" W.



**Figure 4-1: Proposed 5-acre site for Bobcat Blend at Freeman Center**

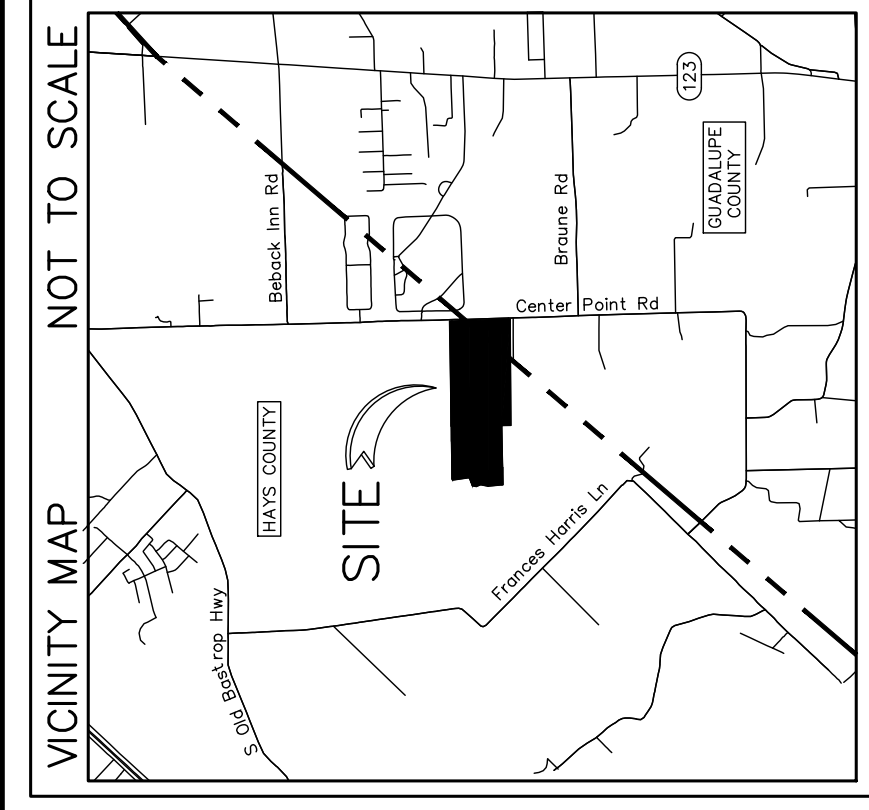
## **APPENDIX THREE**

### **Initial Surveys of Muller Farm**

Full surveys indicating the boundaries and topographical information for the Muller Farm property were completed by USA Surveying & Engineering in November of 2022. The surveys are provided in a separate .pdf file labeled “**Appendix Three – Muller Farm Surveys**” and incorporated into the RFP by reference.

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**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**  
 Plot of survey of a 146.18 Acre tract of land as described in Volume 247, page 389, Hays County Records and containing 131.80 Acres situated in the A. Espartero Survey, Abstract-6, Hays County, Texas and the 1.81 Acre tract of land as described in Volume 131, page 535, Hays County Records, Hays County, Texas, all being described by metes and bounds as follows:

**BEGINNING** at an iron stake found on the West line of a County Road at the Southeast corner of that tract of 43.31 acres of land described in a Contract of Sale between the Veterans Land Board of Texas and Well January 11, 1943, and recorded in Volume 126, Page 207, Hays County Records, Hays County, Texas, some being the Northeast corner of the tract herein described;

**THENCE**, leaving the said Well Season 43.31 acre tract with the West line of the said County Road and the East line of the herein described tract, South 01° 49' 40" West, 1668.41 feet to an 5 inch steel post (fence line) set by the said Well Season 43.31 acre tract, and from said steel post (fence line) North 88° 42' 59" West, 840.24 feet to a point in a lake and calculated and continuing on in all 300.46 feet to a point in a lake and calculated North 05° 23' 35" West, 488.43 feet to a point in a lake and calculated

Oscar Moeller 112 acre tract and the North line of the said Hilmar Klein 112 acre tract. South 89° 30' 38" West, 2922.25 feet to a point in a lake and calculated and continuing on in all 300.46 feet to a point in a lake and calculated North 05° 23' 35" West, 488.43 feet to a point in a lake and calculated and continuing on in all 300.46 feet to a point in a lake and calculated North 05° 23' 35" West, 488.43 feet to a point in a lake and calculated

**THENCE**, along the East line of Albert Dale Jones (108.83 Acres) same as said Hilmar Klein 112 acre tract, South 89° 30' 38" West, 2922.25 feet to a point in a lake and calculated and continuing on in all 300.46 feet to a point in a lake and calculated North 05° 23' 35" West, 488.43 feet to a point in a lake and calculated

**THENCE**, with fence, the South line of the said Oscar Moeller 50.09 acre tract, South 89° 30' 38" West, 2922.25 feet to a point in a lake and calculated and continuing on in all 300.46 feet to a point in a lake and calculated North 05° 23' 35" West, 488.43 feet to a point in a lake and calculated

with the record location of the old location of Quarter Creek for the West line of the said Oscar Moeller 50.09 acre tract, South 89° 30' 38" West, 2922.25 feet to a point in a lake and calculated and continuing on in all 300.46 feet to a point in a lake and calculated North 05° 23' 35" West, 488.43 feet to a point in a lake and calculated

**THENCE**, with the calculated line of the West line of the said Oscar Moeller 50.09 acre tract, as recognized and used upon the ground, and the Southern East line of the said Naylor Morton Cattle Co., Inc. 181.78 acre tract, the following courses within a lake:

North 05° 23' 35" East, 406.70 feet, following courses  
 North 10° 41' 25" East, 213.00 feet,  
 North 08° 36' 25" East, 110.92 feet,  
 North 68° 36' 25" East, at approximately 76 feet passing edge of water and continue on in all 91.00 feet,  
 North 68° 36' 25" East, 148.65 feet, following courses  
 North 07° 53' 39" West, 465.15 feet to a nail with washer "BYRN" for the Northwest corner of the tract herein described and the Northwest corner of the said Oscar Moeller 112 acre tract, North 89° 30' 38" West, 2922.25 feet to a point in a lake and calculated

tract, as fenced and used upon the ground, and the South line of the said Naylor Morton Cattle Co., Inc. 181.78 acre tract, the following courses numbered (13) through (13):

North 63° 54' 03" East, 16.94 feet, to a nail with washer "BYRN" for the northern most Northwest corner of herein described tract;

North 88° 41' 52" East, 1047.04 feet,  
 North 89° 30' 38" East, 406.70 feet to a rebar with cap "BLANCO A" found at the base of corner fence post for angle point, same being the Northeast corner of the said Oscar Moeller 50.09 acre tract, the Northwest corner of the said Naylor Morton Cattle Co., Inc. 181.78 acre tract, and the Southeast corner of the said Well Season 43.31 acre tract, same being also the record location of the Southeast corner of Tract #169, the Northwest corner of Tract #170 of a subdivision of the A. M. Espartero 11 league Grant;

**THENCE**, leaving the said Naylor Morton Cattle Co., Inc. 181.78 acre tract (now Carson Select Investments, LP) with the South line of the said Well Season 43.31 acre tract (now Billy J. Whatron) and the North line of the said Oscar Moeller 112 acre tract, North 89° 30' 38" East, 2922.25 feet to the place of beginning, containing 143.16 acres of land.

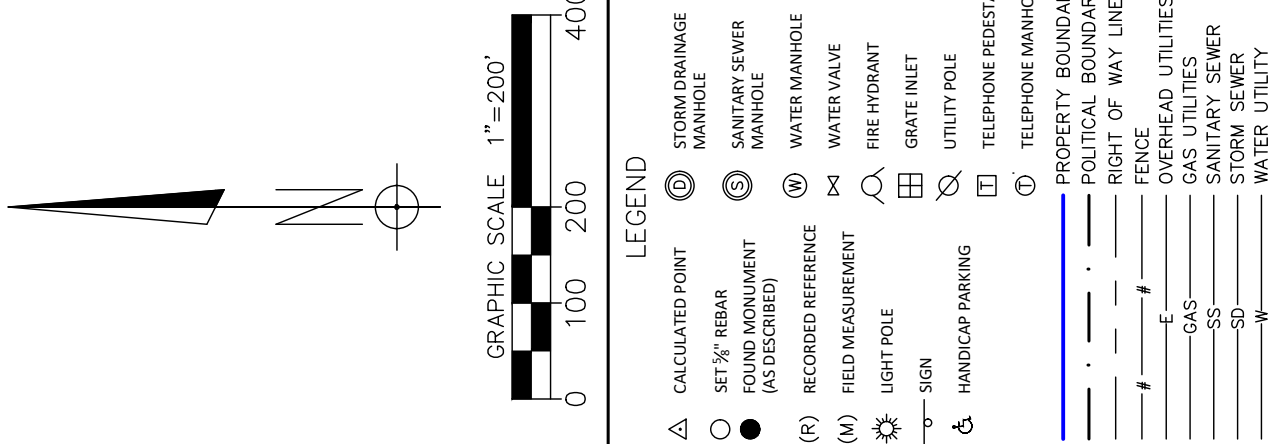
**SURVEYOR'S CERTIFICATION**

TO: TEXAS STATE UNIVERSITY;  
 I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF ON THIS THE 7TH DAY OF NOVEMBER, 2022.

*Benjamin K. Fontenot*  
 BENJAMIN K. FONTENOT, RPLS LICENSE: 5903



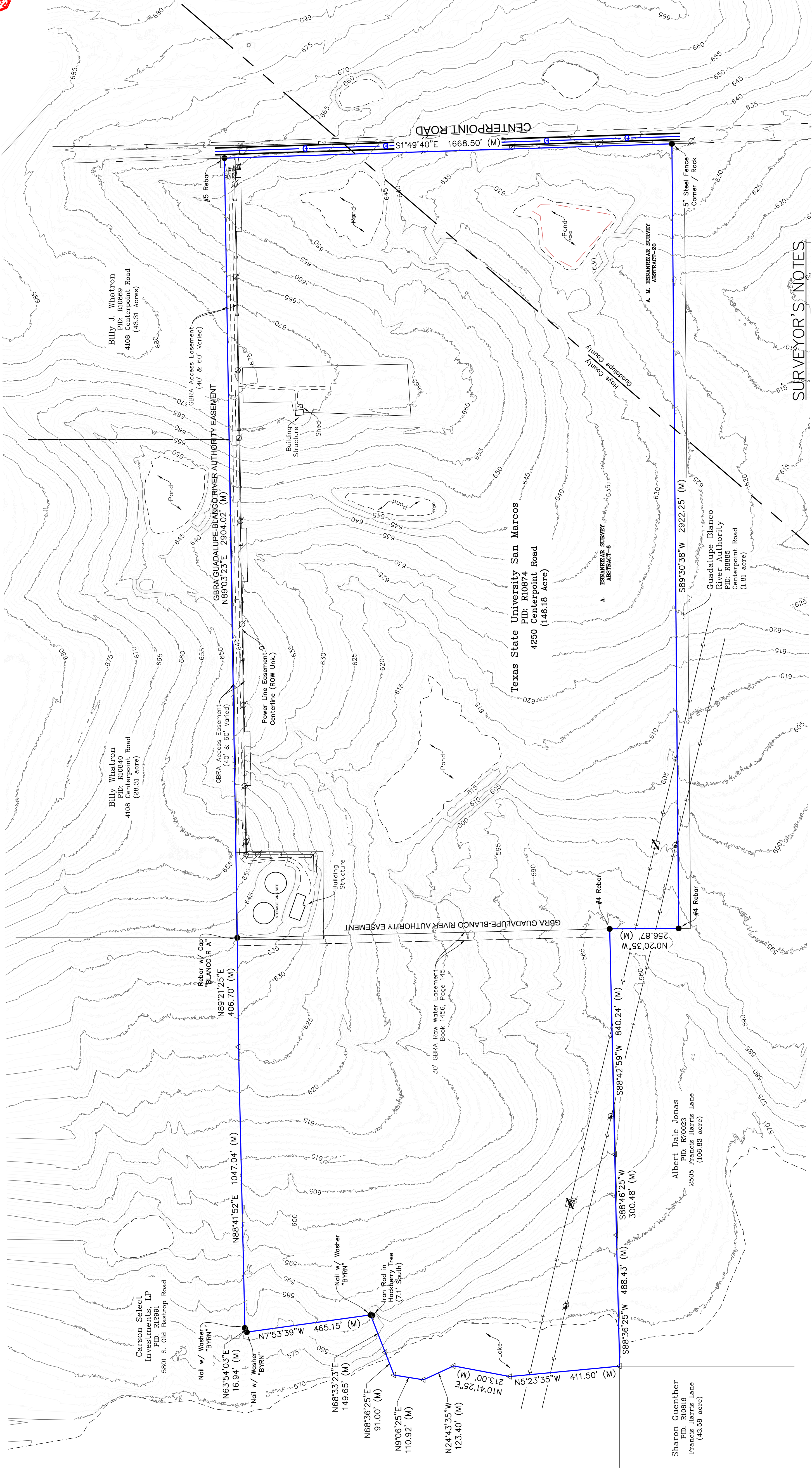
SURVEY BASED ON GRID NORTH



BOUNDARY / TOPO SURVEY  
 TEXAS STATE UNIVERSITY  
 4250 Centerpoint Road  
 San Marcos, Texas 78666  
 HAYS & GUADALUPE COUNTY, STATE OF TEXAS



Project: 2022-212 Boundary  
 Date: REV 16 2022  
 Scale: 1"=200'  
 Sheet: 1 of 1



**SURVEYOR'S NOTES**

- THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY, MADE ON THE GROUND UNDER THE SUPERVISION OF A TEXAS REGISTERED PROFESSIONAL LICENSED SURVEYOR.
- BEARINGS ARE BASED ON "GRID NORTH", IN ACCORDANCE WITH THE STATE PLANE COORDINATES FOR THE STATE OF TEXAS, ZONE CENTRAL, FROM THE NORTH AMERICAN DATUM 83 (NAD83). VERTICAL DATUM IS NAVD 83. ON-SITE HORIZONTAL CONTROL WAS ESTABLISHED THROUGH GPS OBSERVATIONS.
- NO UNDERGROUND IMPROVEMENTS OR BUILDING FOUNDATIONS WERE MEASURED OR LOCATED AS A PART OF THIS SURVEY, UNLESS OTHERWISE SHOWN. TREES AND SHRUBS NOT LOCATED, UNLESS OTHERWISE SHOWN.
- THIS SURVEY IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY.
- ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE DUE TO REPRODUCTION. THIS SHOULD BE TAKEN INTO CONSIDERATION WHEN OBTAINING SCALED DATA.
- THE RELATIVE POSITIONAL PRECISION FOR THIS SURVEY MEETS OR EXCEEDS 2cm (0.07 FEET) PLUS 50 PARTS PER MILLION, AS REQUIRED BY THE ALTA STANDARDS, SECTION 3.E.V.
- THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OF A TEXAS REGISTERED PROFESSIONAL LICENSED SURVEYOR.

## APPENDIX FOUR

### Smart Energy & Utilities Lab at Muller Farm

The Developer will build the Smart Energy & Utilities Lab at Muller Farm in accordance with the specifications described in this section.

#### 1. Introduction

The construction of the solar photo voltaic electric generation farm and Smart Energy & Utilities Lab Research Facility will create a state-of-the-art laboratory for research, instruction, and training. The facility will provide the latest in technologies related to power generation, energy storage and smart energy and will serve programs located on the Texas State University San Marcos campus as well as programs at STAR Park.

#### 2. Building Codes / Regulatory Approval

The State Fire Marshall is the code Authority having Jurisdiction (**AHJ**) for all issues pertaining to NFPA Life Safety Codes. TXST's Environmental Health Safety and Risk Management has been delegated the local AHJ for projects on university property. Facilities Planning Design and Construction (**FPDC**) is the code authority having jurisdiction for construction projects for all codes other than NFPA Life Safety Codes. FPDC is responsible for facilitating resolution of conflicts and interpretation for non-NFPA Life Safety Codes.

The Smart Energy & Utilities Lab shall be designed and built in compliance with the applicable construction codes. The Project Architect/Engineer shall prepare a written code and standards analysis for this project reviewed by TXST. Work performed wholly within the TXST campus and properties is not subject to permit requirements of the City of San Marcos or Hays County.

#### 3. Smart Energy & Utilities Lab at Muller Farm Requirements

The Smart Energy & Utilities Lab will be a 13,450 gross square-foot research facility. The structure is envisioned to be a pre-engineered metal building with the exterior comprised of metal wall panels and masonry veneer, sloped metal roof and foundation system on elevated slab over a crawl space or carton forms. A new asphalt driveway will access the lab from Center Point Road and will also provide access around the lab to the drive-in bays and the remote research pods. Asphalt parking will be provided and sized to accommodate a minimum of 50 cars / trucks including the appropriate number of ADA spaces. Concrete curbs and gutters will border all asphalt paving. Concrete pads will also be constructed to support the 8'x40' remote research pods (3-total).

The lab will be protected by a fire/smoke system throughout, card readers will be placed at all entry locations as well as video surveillance to monitor the building and site. A 6' high galvanized chain link fence will border the entire site. Adequate site lighting along the entry drive from Center Point and the parking area is needed in addition to the exterior wall lights on the building. Site signage will be placed at the entry at Center Point Road and at the Smart Energy & Utilities Lab.

Interior spaces (ref. **APPENDIX FIVE**) will be comprised of the following:

**A. Hi-Bay & Low-Bay Lab Space**

Open flexible workspace with overhead cranes to support movement of large material and equipment. Open labs shall have direct access to the exterior yard area, and interior access to various E.V. work bays. Technology, smart energy, and future flexibility should be considered in the design of the lab space.

**B. Electric Vehicle (E.V.) Work Bays**

The E.V. Work Bays will be an innovative workspace to assemble electric vehicles and components.

**C. Guest Research Area**

The guest research area is a learning laboratory for faculty and students. This space creates a collaborative and innovative workspace supporting multiple research endeavors.

**D. Classrooms**

Two (2) classrooms that can accommodate 30 students each will have the flexibility to expand into one large classroom accommodating up to 75-students. Each classroom will support instruction using projectors or wall mounted displays. Marker boards will be mounted on all fixed walls of the classroom.

**E. Energy Control Room**

The energy control room will be the hub of the Smart Energy & Utilities Lab. This space provides workspace for graduate students and group collaboration. Technology and smart energy should be considered in design.

**F. Conference Rooms**

Conference rooms will be flexible for small groups, collaborative project space, one-on-one discussion by faculty and students, conferences, and demonstrations. Each room will include projectors or wall displays.

**G. Mechanical / Electrical**

The lab will be served by a single 40-ton air cooled chiller located in a service yard adjacent to the building. Individual AHUs with electric heat will serve the building from two (2) mechanical closets. Domestic hot water will be served from electric water heaters located in the mechanical closets.

There will be an 800-amp service to the building. Underground electric power lines will be extended from Center Point Road to a pad mounted transformer located on the south end of building, adjacent to the main electrical closet.

#### 4. Utilities

- A. Electric – Electric service in the area is provided by Bluebonnet ECO. All temporary power prior to and during construction will be paid for by the Developer.
- B. Natural Gas – CenterPoint Energy is the natural gas provider in the area. It's the preference of TXST to extend the gas service to the site, however; if this is cost prohibitive, at a minimum a 1000-gallon propane tank system shall be provided.
- C. Water – Service is provided by Guadalupe-Blanco River Authority (**GBRA**). The water service will need to be extended to the site. All temporary water requirements prior to and during construction will be paid for by the Developer.
- D. Wastewater – Wastewater services will need to be extended to the site. All OSSF must meet all county and regulatory approvals.
- E. Communications – High speed (>10 GB/s) fiber optics will need to be extended to the site.

#### 5. Design and Construction Standards

In addition to applicable codes, Texas State University Design Guidelines and Construction Standards (see links below) should also be referenced for all construction projects at TXST.

- A. Online Link to view TXST Construction Standards:

<https://www.facilities.txst.edu/pdc/construction-standards/construction-standards-list.html>

- B. Online Link to Download the TXST Construction Standard files:

<https://securetransfer.txstate.edu/link/BCUITCHKIf1TTKTErBl63A>

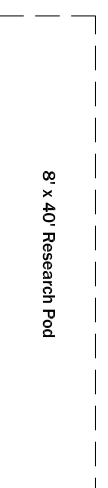
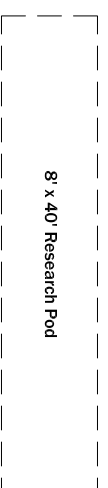
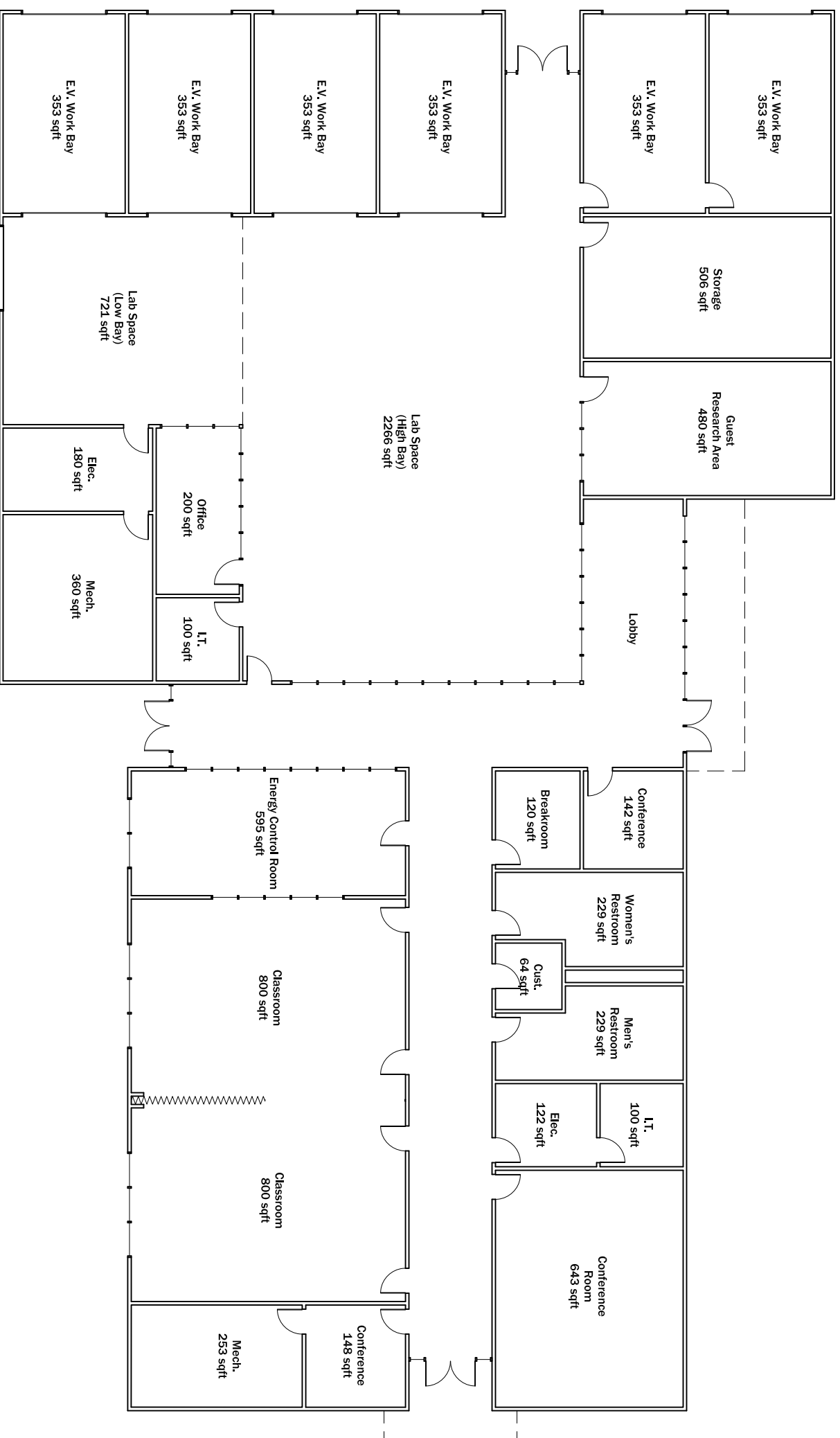


**APPENDIX FIVE**

**Interior Spaces of the Smart Energy & Utilities Lab**

The initial layout of the building's interior spaces is provided in a separate .pdf file labeled "**Appendix Five – Interior Spaces of Lab**" and incorporated into the RFP by reference.

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# Smart Energy & Utilities Lab

Scale: 1/16" = 1' - 0"  
 Paper Size: 11"x17"

13,450 gsf

**APPENDIX SIX**

**Phase One Environmental Study**

A Phase One Environmental Study for the Muller Farm property was completed in early March 2023. The study results are provided in a separate .pdf file labeled “**Appendix Six – Phase One Environmental Study**” and incorporated into the RFP by reference.

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