

**REQUEST FOR PROPOSALS
FOR
GENERAL CONTRACTOR
COMPETITIVE SEALED PROPOSALS**

**FOR
TEXAS STATE UNIVERSITY
SAN MARCOS, TEXAS**

Multi-Use Recreation Fields

RFQ No.:

758-19-09084

Submission Date:

February 27, 2019 – 2:00 p.m. (C.S.T.)

(see Schedule in Section 2.4)

Prepared By:

Rob Roy Parnell, Deputy Vice Chancellor for Capital Projects Administration
Texas State University System
601 Colorado Street
Austin, Texas 78701
512-463-2237
robroy.parnell@tsus.edu

TABLE OF CONTENTS

Section 1 - General Information and Requirements

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

Section 2 - Executive Summary

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

Section 3 – Requirements for Competitive Sealed Proposal

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

Section 4 - Format of Proposals

- 4.1 General Instructions
- 4.2 Page Size, Binding, Dividers and Tabs
- 4.3 Table of Contents
- 4.4 Pagination

Section 5 - Drawings and Specifications

- 5.1 Definition
 - 5.2 Documents on File
 - 5.3 Uniform General Conditions
- Respondent’s Pricing and Delivery Proposal
Respondent’s Execution of Offer

**REQUEST FOR PROPOSAL FOR GENERAL CONTRACTOR
COMPETITIVE SEALED PROPOSALS
TEXAS STATE UNIVERSITY
SAN MARCOS, TEXAS
MULTI-USE RECREATION FIELDS
RFQ No.: 758- 19-09084**

SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner”) and **Texas State University** are soliciting Competitive Sealed Proposals (“Proposals”) for selection of a General Contractor firm for the **Multi-Use Recreation Fields project** (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals. (Prospective General Contractor entities are hereinafter referred to as “Respondents”)
- 1.1.1 This Request for Competitive Sealed Proposals (“RFP”) is the only step for selecting a General Contractor for the Project as provided by *Texas Education Code* Section 51.783. The RFP provides the information necessary to prepare and submit Competitive Sealed Proposals for consideration and ranking by the Owner.
- 1.1.2 The Owner will select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. The Owner shall first attempt to negotiate a contract with the highest ranked Respondent. The Owner may discuss with the highest ranked Respondent options for a scope or time modification and any price change associated with the modification including solicitation of a best and final offer. If the Owner is unable to reach a contract with the selected Respondent, the Owner may formally end negotiations with that Respondent in writing and proceed to the next “best value” Respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. The Owner complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information. Additionally, pursuant to the provisions of *Texas Government Code* Section 2261.253, the contract resulting from this solicitation will be posted on the Owner’s website.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Standard General Contractor Agreement, a copy of which can be viewed on the Texas State University System website at: <https://www.tsus.edu/offices/finance/capital-projects.html>
- 1.3.1 The work will be awarded under as a Lump-Sum contract to the Respondent offering the “best value” to the Owner.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Discrepancies, omissions or doubts as to the meaning of RFP documents shall be communicated in writing to the Owner for interpretation. Any responses to inquiries, clarifications or interpretations of this RFP that materially affect or change its requirements will be formally issued by the Owner as a written addendum. All such addenda issued by the Owner before the Proposals are due are considered to be part of the RFP and Respondent shall acknowledge receipt of each addendum in its Proposal. Respondents shall

consider only those clarifications and interpretations that the Owner issues by addenda. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied upon in preparing the Proposal. It is the responsibility of all Respondents to check the status of formal addenda five (5) days before the submission deadline (see Section 2.4 for submission date).

1.4.1 ADDENDA AND AWARD INFORMATION, WILL BE ISSUED BY THE TEXAS STATE UNIVERSITY SYSTEM FOR THIS RFP VIA THE ELECTRONIC BUSINESS DAILY WEBSITE AT THE FOLLOWING LINK: <http://www.txsmartbuy.com/sp> REFERENCE THE AGENCY NAME “BOARD OF REGENTS/TEXAS STATE UNIVERSITY SYSTEM-758” AND THE RFP NUMBER PROVIDED IN THIS RFP.

1.5 SUBMISSION OF PROPOSALS:

1.5.1 The Proposal must be received **at the address specified in Section 1.5.2** prior to the deadline; please note that overnight deliveries such as FedEx and UPS arrive at a central campus location but are not usually delivered to the specified location until after the time deadline, and Respondents are advised to use other methods of delivery or, if using an overnight delivery service, to send the responses a day earlier than usual. The Owner will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received by the University.

1.5.2 PROPOSAL DEADLINE, AND LOCATION: The Owner will receive Proposals at the time and location described below. **The Proposal must be packaged in two (2) separate sealed packages, 1) the Statement of Qualifications, and 2) the Pricing and Delivery Proposal/Execution of Offer. Clearly mark the exterior of all envelopes to identify the documents contained therein. INCLUDE THE NAME AND EMAIL ADDRESS OF THE RESPONDENT’S CONTACT PERSON ON ALL ENVELOPES.**

February 27, 2019, 2:00 PM (C.S.T.)

Ms. Karlie Beach, Buyer III
Texas State University
151-2 East Sessom Drive
San Marcos, Texas 78666

1.5.3 HUB SUBCONTRACTING PLAN DEADLINE AND LOCATION: The Respondent shall submit a Historically Underutilized Businesses (“HUB”) Subcontracting Plan at the time and location described below. HUB plan shall be submitted in a sealed envelope. **Clearly mark the exterior of the envelope to identify the documents contained therein. INCLUDE THE NAME AND EMAIL ADDRESS OF THE RESPONDENT’S CONTACT PERSON.**

February 28, 2019, 2:00 PM (C.S.T.)

Ms. Karlie Beach, Buyer III
Texas State University
151-2 East Sessom Drive
San Marcos, Texas 78666

1.5.4 The names of Respondents who properly submitted Proposals will be opened publicly and read aloud pursuant to Section 51.783(f) of the *Texas Education Code* after the HUB

Subcontracting Plans are received and confirmed by the Owner. These readings will be conducted at the Texas State University Office of Facilities, Planning Design and Construction (see Section 2.4 for time and date) located at:

Texas State University - Office of Facilities, Planning Design and Construction
Physical Plant
Texas State University
601 University Drive
San Marcos, Texas 78666

- 1.5.5 The Pricing and Delivery Proposal/Execution of Offer packages will be opened publicly, and the names of Respondents and all prices stated in each Proposal will be read aloud pursuant to Section 51.783(f) of the *Texas Education Code* on the date indicated in the Project Planning Schedule (see Section 2.4). These readings will be conducted at the Texas State University System Administration office conference room (see Section 2.4 for time and date). The System Administration office is located at:

Texas State University System
O. Henry Hall
601 Colorado
Austin, Texas 78701

- 1.5.6 Submit **nine (9)** identical copies of the Statement of Qualification in hard copy and **one (1)** copy on CD or flash drive in Adobe Acrobat PDF format.
- 1.5.7 Submit **two (2)** identical copies of the Pricing and Delivery Proposal/Execution of Offer. An original signature must be included on the Respondent's "Execution of Offer" document submitted with each copy.
- 1.5.8 Submit **one (1)** original and **two (2)** copies of the HUB Subcontracting Plan **as separate attachments** to the Proposals as described in Section 1.13.
- 1.5.9 Proposals or HUB Subcontracting Plans that are received late will be returned to the Respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the Proposal submittal location identified above.
- 1.5.10 The Owner will not acknowledge or consider Proposals or HUB Subcontracting Plans that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.11 Properly submitted Proposals and HUB Subcontracting Plans will not be returned to the Respondents.
- 1.5.12 Proposals, Statement of Qualifications and separate HUB Subcontracting Plan materials must be enclosed in sealed envelopes (box or container) addressed to the Point-of-Contact identified in Section 1.6; the package must clearly identify the submittal deadline, the RFP Number, and the name, return address and email address of the Respondent contact on all envelopes. See Articles 1.5.2 and 1.5.3 on submission details.
- 1.6 **POINT-OF-CONTACT**: The Owner designates the following person as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact

person. All inquiries regarding this RFP must be made in writing, via email only.

Ms. Karlie Beach, Buyer III
Texas State University
151-2 East Sessom Drive
San Marcos, Texas 78666
kbeach@txstate.edu

- 1.7 **EVALUATION OF PROPOSALS**: The evaluation of the Proposals shall be based on the requirements described in this RFP. **Sixty percent (60%)** of the evaluation will be based on the Respondent's Pricing and Delivery Proposal; the remaining evaluation will be based on the Respondent's qualifications. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.
- 1.8 **OWNER'S RESERVATION OF RIGHTS**: The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any Project and no such representation is intended or should be construed by the issuance of this RFP. The Owner reserves the right to waive the failure of any response to comply with requirements set forth in this RFP where the failure is not, in the Owner's opinion, substantial in nature.
- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY**: By submitting a Proposal in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" Respondent will require subjective judgments by the Owner.
- 1.9.1 The Owner reserves the right to consider any Proposal "non-responsive" if the Base Proposal Cost is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the Owner's estimate of the construction cost.
- 1.10 **NO REIMBURSEMENT FOR COSTS**: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent.
- 1.11 **OPTIONAL PRE-PROPOSAL CONFERENCE**: An optional pre-proposal conference will be held at the time and location described below.

February 7, 2019, 2:00 PM (C.S.T.)

Jowers Center – Room A115
Texas State University
700 Aquarena Springs Drive
San Marcos, Texas 78666

Fee based parking is available Parking Lot P9 adjacent to the Jowers Center building. A map can be found at: https://gato-docs.its.txstate.edu/jcr:58cef85b-2a39-43fb-bb33-d69a0194dcb5/Jowers_A115.pdf

A guided tour of the Project site will not be included as a part of the conference agenda.

- 1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a Respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Proposal.
- 1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of the Owner and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUB”) in all contracts. Accordingly, specific plans and representations by Respondents that appear to facilitate the State’s commitment to supporting HUB enterprises will be favorably considered in the selection process. Failure to submit a required HUB Subcontracting Plan (“HSP”) will result in rejection of the Proposals. The HSP information may be downloaded from the State of Texas Comptroller’s website at the following URL link: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>
- 1.13.1 **STATEMENT OF PROBABILITY.** The Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HSP is required as a part of the Respondent's Information and Proposal.
- 1.14 **CERTAIN PROPOSALS AND CONTRACTS PROHIBITED:** Under Section 2155.004, *Texas Government Code*, a state agency may not accept a Proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the Proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.15 **SALES AND USE TAXES:** Section 151.311, *Texas Tax Code*, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include the Owner. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract.”
- 1.16 **REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE:** The Texas Workers' Compensation Commission has adopted a new rule, Texas Administrative Code Title 28, Part 2, Chapter 110, Subchapter B, Rule 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements Section 406.096, *Texas Labor Code*, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in the Uniform General and Supplementary General Conditions for the Texas State University System Building Construction Contracts.

- 1.17 **INSURANCE REQUIREMENTS:** Bonds and insurance requirements are provided in Article 5 of the Uniform General Conditions and in the Owner's Standard Contractor Contract as denoted in Article 1.3 of this RFP.
- 1.18 **PREVAILING MINIMUM WAGE RATE DETERMINATION:** Respondents are advised that the Texas Prevailing Wage Law will be administered. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00. The Prevailing Wage Rate for Hays County, Texas; Construction Type: Building, can be found on the following website: <http://www.wdol.gov/dba.aspx>
- 1.19 **DELINQUENCY IN PAYING CHILD SUPPORT:** Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.20 **NONDISCRIMINATION:** In their execution of this agreement, all Respondents, consultants, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- 1.21 **REQUIRED POSTING OF CONTRACTS:** The parties acknowledge that, pursuant to the provisions of *Texas Government Code* Section 2261.253, this agreement will be posted on the Owner's website.

SECTION 2 – EXECUTIVE SUMMARY

- 2.1 **HISTORICAL BACKGROUND:** In 1885, an 11-acre plot of land was purchased by the city of San Marcos to organize a Chautauqua. For approximately ten years the Chautauqua was an important educational force, offering education and entertainment to those attending. By the time the Chautauqua was faltering in the 1890s, the State of Texas saw an increasing need for a Normal School to help solve the shortage of public school teachers. In 1899 the State Legislature authorized the establishment of a Normal School in San Marcos if the citizens would furnish the land. The City of San Marcos donated 11-acres, known as Chautauqua Hill, to the State of Texas to serve as the site for the proposed Normal School. In 1901, the Legislature accepted the gift of land and appropriated funds for the creation of the Normal School. Work on the Main Building began in 1902, and in the fall of 1903 the Southwest Texas State Normal School opened with 17 faculty members and 303 students.

Over the years the Texas Legislature broadened the institution's scope and changed its name successively to Southwest Texas State Normal College (1918), Southwest Texas State Teacher's College (1923), Southwest Texas State College (1959), and Southwest Texas State University (1969). As the University evolved, it saw itself becoming more than a regional university and the name was changed to Texas State University-San Marcos (2003). Finally, the name was changed to eliminate the city reference and the institution became Texas State University (2013). The University changed from offering only teaching certificates in 1903 to a prominent institution by 2013 offering 97 undergraduate degrees, 88 masters, and 12 doctoral degree programs. While teacher preparation remains an important responsibility, the scope of the university programs has greatly expanded its prestige, prominence and recognition. The student population has now exceeded 36,750 making it the fourth largest university in the State of Texas. The original San Marcos core campus has grown from 11 acres to 457 acres. The university also includes 5038 additional acres of farm, ranch, residential and recreational areas and 101 acres at the Round Rock Campus.

In January 2012, the Texas Higher Education Coordinating Board reclassified Texas State University as an Emerging Research University. In light of its new classification, the university developed a long-term research strategic plan for achieving recognition as a National Research University. Texas State remains deeply committed to undergraduate student success, even as the university broadens its mission to include doctoral programs and an expanded research agenda.

2.2 **MISSION STATEMENT:** Texas State University is a public, student-centered, doctoral granting institution dedicated to excellence in serving the education needs of the diverse population of Texas and the world beyond.

2.3 **PROJECT DESCRIPTION AND SCOPE:** The Project consists of two Recreational Sports Fields and a Support Building on a project area of approximately 15 acres. The scope of the Recreational Sports Fields includes associated earthwork, grass/landscaping, irrigation, fencing, field lighting scoreboard, parking, and other components described in the Bidding Documents. The Support Building is approximately 2,500 SF and includes a Meeting Room, First Aid Room, Offices, Storage and Restrooms. There is covered exterior space included in the Support Building design. The Support Building scope includes concrete, micro-piles, masonry, wood framing, metal stud framing, HVAC, plumbing, electrical/lighting, thermal and moisture protection, doors, windows, painting and interior finishes.

The Project includes close coordination with the Texas State University Center for Archaeological Studies, which will observe all excavation operations. This includes excavation required for the fields, piers for the light fixtures, fence, irrigation system, piers/micro-piles for support building foundation and any Project scope penetrating below existing grade.

Total Construction Cost Limitation for the Project is: \$5,000,000 (Five Million Dollars).

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

2.4.1	RFP Posted.....	01/25/19
2.4.2	Optional Pre-Proposal Conference.....	02/07/19
2.4.3	RFQ Submission of Written Questions Deadline (12:00pm).....	02/12/19
2.4.4	Receive Proposals	02/27/19
2.4.5	Receive HSP	02/28/19
2.4.6	Read Respondents name aloud at Texas State University, 3:00 p.m.	02/28/19
2.4.7	Read Respondents pricing Proposal aloud at System Administration Office, 2:00 p.m.	03/19/19
2.4.8	Interview shortlisted firms (if required)	04/03/19
2.4.9	Owner selects General Contractor	04/08/19
2.4.10	Execute General Contractor Agreement	06/12/19
2.4.11	Construction Scheduled Start Date	06/13/19
2.4.12	Target Construction Substantial Completion date	04/02/20
2.4.13	Target Construction Final Completion date	05/04/20

The above schedule of events represent a basic timeline for the Project. A final Project timeline will be developed with the Owner at a later time. The Owner can be expected to work with the highest ranking Respondent to validate and improve on this initial schedule.

SECTION 3 – REQUIREMENTS FOR COMPETITIVE SEALED PROPOSALS

Respondents shall carefully read the information contained in the following criteria and submit a complete Statement of Qualifications inclusive of all questions in Section 3.1 through 3.7. Under a separate sealed package Respondent shall read and submit the information contained in Section 3.8. The entire Competitive Sealed Proposal shall be formatted as directed in Section 4. Incomplete Proposals will be considered non-responsive and subject to rejection.

3.1 CRITERION ONE: RESPONDENT’S ABILITY TO PROVIDE CONSTRUCTION SERVICES

3.1.1 Provide the following information on your firm for the past **five** (5) fiscal years:

Volume:

- Annual number, value and percent change of contracts in Texas per year
- Annual number, value and percent change of contracts nationally per year

Revenues:

- Annual revenue totals and percent change per year

Bonding:

- Total bonding capacity
- Available bonding capacity and current backlog

3.1.2 State whether your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.

3.1.3 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a contract with the Owner.

3.1.4 State whether your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.

3.1.5 State whether your firm has ever failed to complete any work which it was awarded.

3.1.6 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

3.2 CRITERION TWO: QUALIFICATIONS OF CONSTRUCTION TEAM

3.2.1 Provide resumes of the Respondent’s team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and the city of residence of each such person. Include as applicable Project Managers, Superintendents, Assistant Project Managers and Superintendents, Expeditors, Project Scheduler, Quality Control Inspectors, Safety Coordinator / Assistant, Carpenter Foreman, and Labor Foreman.

3.2.2 For each team member identified above, provide his/her current status, and when each team member will be available to provide construction services for this Project.

3.2.3 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the construction services.

3.3 CRITERION THREE: RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS

Identify and describe the proposed construction team's past experience for providing construction services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Original and final construction cost
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Dates of the actual Notice to Proceed, original Substantial Completion, actual Substantial Completion, and Final Payment dates for construction services
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating the day to day work)
- Names of Mechanical, Plumbing and Electrical Subcontractors

References (for each project listed above, identify the following):

- The owner's representative who served as the day-to-day liaison during construction, including telephone number and email address
- Architect/Engineer's name and representative who served as the day-to-day liaison during construction, including telephone number and email address
- Length of business relationship with the owner.

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

3.4 CRITERION FOUR: RESPONDENT'S PAST PERFORMANCE ON OWNER, STATE-FUNDED PROJECTS OR MAJOR INSTITUTIONS OF HIGHER EDUCATION

3.4.1 Identify and describe the proposed construction team's past experience for providing construction services on Owner projects and/ or any other state-funded projects for "major" institutions of higher education that are MOST RELATED TO THIS PROJECT within the last five (5) years. Provide not less than three but not more than five examples. Project team personnel who are listed in Article 3.2.1 are preferred for the projects listed in 3.4. List the projects in order of priority, with the most relevant project listed first.

If the Respondent has not previously provided construction services for the Owner, then identify and describe the Respondent's past performance on construction projects for "major" institutions of higher education (or similar) within the last five (5) years. Projects may repeat with Section 3.3 above.

In either case above, provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Original and final construction cost
- Categorize the change order (s) value in terms of Owner Added Scope, Error and Omission (both Architect/Engineer and Contractor) or Unforeseen.
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Dates of the actual Notice To Proceed, original Substantial Completion, actual Substantial Completion, and Final Payment dates for Construction Services
- Name of Project Manager (individual responsible to the owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating the day to day work)

3.5 CRITERION FIVE: RESPONDENT'S PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT

- 3.5.1 Provide a Critical Path Method milestone schedule for this Project using the Project Planning Schedule and identify specific critical process, phases, milestones, approvals, and procurements anticipated. Clearly identify the 10% total project float required during the construction phase.
- 3.5.2 Describe what you perceive are the critical construction issues for this Project.
- 3.5.3 Describe your approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 3.3 or 3.4 of this RFP, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

3.6 CRITERION SIX: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT

- 3.6.1 Describe your quality control program. Explain the methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of the projects listed in response to Section 3.3 or 3.4 of this RFP.
- 3.6.2 Describe how your quality control team will measure the quality of construction and commissioning performed by trade subcontractors on this Project, and how will you address non-conforming work.
- 3.6.3 Provide your Experience Modification Rate (EMR) for the past five years.
- 3.6.4 Provide any certifications such as, but not limited to, ISO 9001-2000.
- 3.6.5 Provide any safety awards given to your firm by recognized industry associations in the past five years.
- 3.6.6 Describe all commissioning processes that your firm will provide as basic services for the Project.

3.7 CRITERION SEVEN: RESPONDENT'S PROJECT SAFETY PROGRAM FOR THIS PROJECT

- 3.7.1 Describe your job site safety program for this Project and specific safety policies in which employees must be in compliance.
- 3.7.2 Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site. If so, describe how you have revised your program.

3.8 CRITERION EIGHT: PROPOSALS AND BID SECURITY

- 3.8.1 Complete the "Respondent's Pricing and Delivery Proposal".
- 3.8.2 The Base Proposal shall be accompanied by a bid security in the form of a bid bond, certified and/or cashier's check (on a solvent bank in the State of Texas) drawn to the order of the Texas State University System, Attention: Deputy Vice Chancellor for Capital Projects Administration, 601 Colorado, Austin, Texas 78701, in the sum of not less than five percent (5%) of the total amount of the bid. No other forms of security will be accepted.
- 3.8.3 Should the contractor fail, neglect, or refuse to begin performance of the contract after receiving the award, said security will be forfeited to TSUS. Performance shall be considered begun upon acknowledgement of the contract award and the furnishing of all required security bonds and insurance coverage.
- 3.8.4 Bid security furnished by the successful Respondent will be returned when a Notice to Proceed is issued. Bid security furnished by unsuccessful Respondents will be returned when a contract award is made.
- 3.8.5 If the Owner has not made an award within sixty (60) calendar days after Proposals are received, Respondents may withdraw their Proposals without prejudice; however, Respondents have the option to extend the time in which their Proposals will be honored after this sixty (60) day period.

SECTION 4 – FORMAT OF PROPOSALS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Proposals shall be a MAXIMUM OF FIFTY (50) PRINTED PAGES SINGLE-SIDED OR TWENTY-FIVE (25) DOUBLE-SIDED (Not including the HSP). The cover, table of contents, divider sheets, HSP (Section 1.13), and Pricing and Delivery Proposal and Execution of Offer do not count as printed pages.
 - 4.1.2.1 Proposals shall be submitted as three (3) separate sealed documents: 1) Statement of Qualifications, 2) Pricing and Delivery Proposal/Execution of Offer, and 3) HSP. The HSP shall be submitted separately on the date, time and location in Article 1.5.2.

- 4.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- 4.1.4 Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the Owner.
- 4.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.
- 4.1.7 Qualifications shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposals.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.
- 4.2.2 Additional attachments shall NOT be included with the Proposals.
- 4.2.3 Separate and identify each criterion response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference. Section 3.8 shall be submitted under a separate sealed package.

4.3 TABLE OF CONTENTS:

- 4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

4.4 PAGINATION:

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HSP.

SECTION 5 - DRAWINGS AND SPECIFICATIONS

- 5.1 DEFINITION: "Bidding Documents" include the bidding requirements and the proposed contract documents. The "Bidding Requirements" consist of the advertisement, the RFP, the Respondent's Pricing and Delivery Proposal Form, and other sample bidding and contract forms. The proposed "Contract Documents" consist of the Form of Agreement between the Owner and Contractor (Section

1.3), Performance and Payment Bonds, Uniform General and Supplementary Conditions for Building Construction Contracts, Special Conditions, Prevailing Wage Rate Determination, HSP, other forms and documents identified in the agreement, drawings, specifications, and all addenda issued prior to receipt of Proposals, and change orders issued after execution of the contract.

5.2 DOCUMENTS ON FILE: Complete sets of drawings and specifications are on file at the following locations, and Respondents and subcontractors may examine and/or purchase them there:

Miller Blue Print (Plan Room)
1000 East 7th Street
Austin, Texas
512-381-5292

Lone Star Reprographics
227 West Nakoma Drive
San Antonio, Texas
210-366-4808

Triangle Reproductions
2203 Cee Gee Street
San Antonio, Texas
210-824-1426

Virtual Builders' Exchange
4047 Naco-Perrin Boulevard
San Antonio, Texas
210-564-6900

iSQFT Plan Room
4538 West Commerce Street #307
San Antonio, Texas
800-364-2059 xt 8322

San Antonio Chapter of the Association of
General Contractors
10806 Gulfdale Street
San Antonio, Texas
210-349-4921

Texas State University
151-2 E. Sessom Drive, Suite 104
San Marcos, Texas 78666
512-245-2202

The bidding documents are available for download by accessing the following link. There are no restrictions and the download is a one-click process:

<https://perkinswill.box.com/s/yx381wxc0wdoskvam3inlqg5ss48ebgq>

5.3 UNIFORM GENERAL CONDITIONS: Uniform General Conditions (“UGC”) for the Texas State University System Building Construction Contracts can be found on the TSUS website at: <https://www.tsus.edu/offices/finance/capital-projects.html>

RESPONDENT'S PRICING AND DELIVERY PROPOSAL

RFQP No.: 758-19-09084

Project Name: RFP for Competitive Sealed Proposals – Multi-Use Recreation Fields at Texas State University

From: Respondent's Name: _____
 Mailing Address: _____
 City, State, Zip Code: _____
 Phone Number: _____

To: Brian McCall, Ph.D.
 Chancellor
 Texas State University System
 Austin, Texas

Having carefully examined the 2005 Uniform General Conditions for Construction Contracts (UGC), the sealed Plans and Specifications and addenda thereto, as prepared by Perkins + Will, the Project Architect/Engineer on this Project, as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to achieve Substantial Completion of the work in accordance with the Contract Documents for the following sum (Amount shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern):

1.1 BASE PROPOSAL COST:

_____ DOLLARS
 (\$ _____)

1.2 ALTERNATE PROPOSALS: The Owner reserves the right to accept or reject any Alternate Proposals in the order of its choice. The following amounts may be added to, or deducted from, the Base Proposal Cost identified above.

Add Alternate No. 1 – Construct Meeting Room

_____ DOLLARS
 (\$ _____)

1.3 CONSTRUCTION MILESTONE SCHEDULE: The undersigned agrees, if awarded the contract, to achieve Substantial Completion of the Work as defined in the UGC, the plans and specifications and addenda thereto.

- 1.3.1 Execute General Contractor Agreement06/12/19
- 1.3.2 Construction Scheduled Start Date06/13/19
- 1.3.3 Target Construction Substantial Completion date04/02/20
- 1.3.4 Target Construction Final Completion date05/04/20

The above schedule of events represent a basic timeline for the Project. A final Project timeline will be developed with the Owner at a later time. The Owner can be expected to work with the highest ranking Respondent to validate and improve on this initial schedule.

- 1.4 RFP ADDENDA: Receipt is hereby acknowledged of the following addenda issued for this RFP - initial where applicable.

RFP No. 1 ____ RFP No. 2 ____ RFP No. 3 ____ RFP No. 4 ____ RFP No. 5 ____

- 1.5 LIQUIDATED DAMAGES: The undersigned agrees that, from the compensation otherwise to be paid, the Owner may withhold the sum of **Five Hundred Dollars (\$500)** per calendar day for each calendar day after the Substantial Completion Date that the work remains incomplete, which sum is agreed upon as the amount of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum constitutes a reasonable estimate of Owner's actual damages and is not intended as a penalty.

- 1.6 BID BONDS: The undersigned shall include a Certified Check or Proposal Bond Payable to the Board of Regents, Texas State University System, in an amount not less than five percent (5%) of the largest possible total proposed cost, including consideration of alternates, accompanying this Proposal is left in escrow with the Deputy Vice Chancellor for Capital Projects Administration, Texas State University System; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement and Bonds, and that if the undersigned defaults in executing that Agreement or in furnishing the Performance and Payment Bonds or insurance certificates within ten (10) calendar days of written notification of the award of the Contract, then the check shall become the property of the Owner, or the Proposal Bond shall become subject to forfeiture to the Owner.

- 1.7 PAYMENT AND PERFORMANCE BONDS: The undersigned agrees to execute the Payment and Performance Bonds within ten (10) calendar days, in the amount of one hundred percent (100%) of the contract price, after notification that the Respondent has been identified by the Owner as the Respondent with the "best value" Proposal. The bonds shall be in the full contract amount.

- 1.8 AWARD OF CONTRACT AND COMMENCEMENT OF WORK: The Owner reserves the right to accept or reject any and all Proposals and to waive Proposal irregularities. Proposals shall remain valid and shall not be withdrawn for a period of ninety (90) days from the date of opening thereof. The undersigned agrees to execute the Contract within ten (10) calendar days after notification that the undersigned has been identified by the Owner as the Respondent with the "best value" Proposal, and to commence work on or before the commencement date stated by the Owner in a Notice to Proceed; such commencement date shall be ten (10) or more calendar days after the date of the Notice to Proceed. In addition, the undersigned agrees to execute and deliver to the Owner a Certification of Franchise Tax Payment and further agrees to obtain from each subcontractor and supplier and hold for redelivery to the Owner if requested a certification of franchise tax status of such subcontractor or supplier.

1.9 The Respondent must complete, sign and return this Pricing and Delivery Proposal as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

(Email Address) required for RFP Notification

(Date)

1.10 **RESPONDENT'S EXECUTION OF OFFER FOR: RFP for Competitive Sealed Proposals – Multi-Use Recreation Fields at Texas State University, RFP No. 758-19-09084**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION 1.10 WITH RESPONSE

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S SEALED PRICING AND DELIVERY PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL WILL RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

- 1.10.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- 1.10.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- 1.10.3 By signature hereon, Respondent affirms that they has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposals.
- 1.10.4 By signature hereon, Respondent that is a "taxable entity" under Section 171.0002 of the *Texas Tax Code* certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Texas Tax Code*.
- 1.10.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the Proposals made to any competitor or any other person engaged in such line of business.
- 1.10.6 By signature hereon, Respondent represents and warrants that:
 - 1.10.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - 1.10.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

- 1.10.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- 1.10.6.4 Respondent understands (i) the requirements and specifications set forth in this RFP (ii) the terms and conditions set forth in the contract under which Respondent will be required to operate;
- 1.10.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the contract;
- 1.10.6.6 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 1.10.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposals.
- 1.10.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas bidder as defined in 34 TAC 20.32 (68).
- 1.10.9 By signature hereon, Respondent certifies as follows:
 - 1.10.9.1 "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 - 1.10.9.2 "Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 - 1.10.9.3 "Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and Proposals only."
- 1.10.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State University System component, or Respondent has not been an employee of any Texas State University System component within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- 1.10.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP (reference Section 2155.004 *Texas Government Code*).
- 1.10.12 Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 1.10.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 1.10.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Proposals.
- 1.10.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposals, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 1.10.16 By signature hereon, Respondent certifies that no member of the Board of Regents of the Texas State University System, or the Executive Officers of the Texas State University System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract, and that no member of the Texas State University System Board of Regents has a "substantial interest" (as that term is defined in Section 51.923 of the *Texas Education Code*) in the Respondent.
- 1.10.17 The Respondent must complete, sign and return this Execution of Offer as part of their Proposal submittal response. The Respondent's company official(s) who are authorized to commit to such a Proposal must sign submittals. Failure to sign and return this form will subject the Proposal to disqualification.

(Respondent's Name)

(Title)

(Authorized Signature)

(Date)