

REQUEST FOR PROPOSALS FOR GENERAL CONTRACTOR

**SUL ROSS STATE UNIVERSITY
ALPINE, TEXAS**



MARSHALL AUDITORIUM/STUDIO THEATRE PROJECT

RFQ No.:

758-10-07004

Submission Date:

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Prepared By:

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REQUEST FOR COMPETITIVE SEALED PROPOSALS
Sul Ross State University
Alpine, Texas
Marshall Auditorium/Studio Theatre Project
RFQ No.: 758-10-07004

SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner”) and **Sul Ross State University** are soliciting Competitive Sealed Proposals (“Proposals”) for selection of a General Contractor firm for **Marshall Auditorium/Studio Theatre** (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals.
- 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 §51.783(d). 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 may first attempt to negotiate a contract with the selected offeror. The Owner may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the board is unable to reach a contract with the selected offeror, the Owner may formally end negotiations with that offeror and proceed to the next “best value” offeror 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.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.
- 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 will be issued as an Addendum.
- 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:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by the Owner as an Addendum. It is the responsibility of all respondents to obtain this information in a timely manner. All such Addenda issued by the Owner before the proposals are due as part of the RFP, and respondents shall acknowledge receipt of each Addendum to the RFP and/or the Bid Documents in its Proposal.
- 1.4.1 **ADDENDA, IF REQUIRED, WILL BE ISSUED BY THE TEXAS STATE UNIVERSITY SYSTEM FOR THIS RFP VIA THE ELECTRONIC BUSINESS DAILY**

WEBSITE AT: [HTTP://ESBD.CPA.STATE.TX.US/](http://ESBD.CPA.STATE.TX.US/), THE PROJECT ARCHITECT/ENGINEER WILL DISTRIBUTE THE OWNER'S ADDENDA FOR THE BID DOCUMENTS VIA THE ARCHITECT/ENGINEER LISTED IN SECTION 5 BELOW.

- 1.4.2 No oral explanation in regard to the meaning of the Bidding Documents will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions or doubts as to the meaning of Drawings and Specifications shall be communicated in writing to the Project Architect for interpretation. Any interpretation made will be in the form of an Addendum, which will be forwarded to all known plan holders and its receipt by the Respondent shall be acknowledged on the Pricing and Delivery Proposal Form.
- 1.4.3 Respondents shall consider only those clarifications and interpretations to the Drawings and Specifications issued by Addenda five (5) calendar days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposals.

1.5 SUBMISSION OF PROPOSALS:

- 1.5.1 BASE PROPOSAL, ALTERNATES AND QUALIFICATIONS DEADLINE, AND LOCATION: The Owner will receive Base Proposals, Alternates and Qualifications for RFP No.: 758-10-07004 at the time and location described below.

Proposals and Statements of Qualifications: 5:00 p.m., November 16, 2009

Via U.S. Postal Service

Jim W. Clouse, Associate Vice President
Facilities Planning, Construction and Operations
Sul Ross State University
E. Highway 90
Box C-117
Alpine, Texas 79831

Via UPS and FedEx

Central Receiving and Supply
Sul Ross State University
Attn: Jim Clause
Alpine, Texas 79831

1.5.1.1 Submit **six (6)** identical copies of the Base Proposal and Alternates

1.5.1.2 Submit **six (6)** identical copies of the Qualifications.

- 1.5.2 HUB SUBCONTRACTING PLAN DEADLINE AND LOCATION: The Owner will receive HUB Subcontracting Plans at the time and location described below.

HUB Subcontracting Plans: 5:00 p.m., November 17, 2009

Via U.S. Postal Service

Jim W. Clouse, Associate Vice President
Facilities Planning, Construction and Operations

Sul Ross State University
E. Highway 90
Box C-117
Alpine, Texas 79831

Via UPS and FedEx
Central Receiving and Supply
Sul Ross State University
Attn: Jim Clouse
Alpine, Texas 79831

1.5.2.1 Submit **two (2)** copies of the HUB Subcontracting Plan as separate attachments to the Proposals as described in Section 1.13.

- 1.5.3 Base Proposals, Alternates, Qualifications 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.
- 1.5.4 The Owner will not acknowledge or receive Base Proposals, Alternates, Qualifications or HUB Subcontracting Plans that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.5 Properly submitted Base Proposals, Alternates, Qualifications or HUB Subcontracting Plans will not be returned to the respondents.
- 1.5.6 Base Proposals, Alternates, Qualifications or HUB Subcontracting Plans materials must be enclosed in a sealed envelope (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 and return address of the Respondent.
- 1.5.7 Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud after the HUB Subcontracting Plans are received and confirmed by the Owner.
- 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. Responses to all inquiries will be answered through the issuance of addenda by the Owner.

Jim W. Clouse
Associate Vice President
Facilities Planning, Construction and Operations
Sul Ross State University
East Highway 90
Alpine, Texas 79831
(432) 837.8777
jclouse@sulross.edu

- 1.6.1 The Owner designates the following person as its Architect/Engineer representative regarding the technical Drawings and Specifications.

Joe Vincent
Construction Administrator
Parkhill, Smith & Cooper, Inc.
1700 W. Wall Street Suite 100
Midland, Texas 79701
(432) 697-1447
jvincent@team-psc.com

- 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 and Alternate 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.

- 1.7.1 Availability/Ability to Undertake the Project

1.7.1.2 Primary Business of the Prime Contractor must be the installation of Entertainment Technical systems.

1.7.1.3 Firm must have at least 5 years experience installing similar systems; provide client and project names and date of project completion of this experience.

1.7.1.4 Contractor must be the franchise dealer and maintain authorized factory service for the majority of the major components specified, list the major components you are a franchise dealer for as well who they are the authorized factory service representative for.

- 1.7.2 Personnel Qualifications

1.7.2.1 Provide resume showing at least 2 projects involving similar entertainment technical systems in performance theater venues in the last 3 years for your proposed Job Superintendent.

1.7.2.2 Provide 3 references from similar projects for your proposed Job Superintendent

- 1.7.3 Financial Qualifications of the Prime Contractor

1.7.3.1 Provide audited financial statements including income statement, balance sheets and statements of changes for the 3 most recently completed years.

- 1.7.4 Insurance Claims and litigation during last 5 years.

1.7.4.1 Describe all claims or litigation your firm has been involved with during the last 5 years

- 1.7.5 Proposed construction Time

- 1.7.6 Contractor Phasing options

1.7.6.1 Describe possible phasing options that would shorten construction Time or minimize disruptions to Marshall Theatre and Studio Theatre without increasing proposal amount.

- 1.7.7 List of all Subcontractors and major material suppliers.

1.7.7.1 This list must be turned in not later than 24 hours after the proposal.

1.7.7.2 The primary business of the subcontractors

providing/installing the theatre rigging, theatre lighting and audio visual systems must be the installation of Entertainment Technical systems. These same Sub Contractors must be the franchise dealer and maintain authorized factory service for the majority of the major components specified in that field, list the major components that each of these specific subcontractors are a franchise dealer and authorized factory service representative for.

1.7.7.3 Note which subcontractors the Prime contractor has worked with previously.

1.7.8 Price – Based on the cost of proposal and Alternates combined

1.7.8.1 Qualitative rankings will be made for items 1.7.1, 1.7.2, 1.7.3, 1.7.4, 1.7.6, and 1.7.7:

Very Good	10 points
Good	8 points
Fair	6 points
Poor	4 points
Bad	2 points
No information	0 points

1.7.9 Proportional scoring will be used for items 1.7.5 and 1.7.8 since the price and construction time are numerically values, a proportional score will be calculated for a proposer's price and time that is larger than the lowest value proposed.

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.

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. Respondents submit Proposals at their own risk and expense.

1.11 PRE-SUBMITTAL CONFERENCE: A non-mandatory pre-submittal conference will be held at the time and location described below.

October 29, 2009, 1:30 p.m. (C.S.T.)

Briscoe Administration Building, Room
Sul Ross State University
East Highway 90

Alpine, Texas 79831

- 1.11.1 A guided tour of the Marshall Auditorium/Studio Theatre Project will be included as a part of the conference agenda. This may be the only opportunity for potential respondents to view the Project site(s) before the submittal of Proposals. Attendance at the pre-submittal conference is optional.
- 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 Texas State University System (TSUS) and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, TSUS has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (included in the Bidding Documents and found on the TSUS website: <http://www.tsus.edu/about-system/division/Policy%20on%20Utilization%20of%20HUB%27s%20-%20Construction%202008.10.10.pdf>. The Policy applies to all contracts with an expected value of \$100,000 or more. In addition to Exhibit H, refer to Uniform General Conditions located on the TSUS website at: <http://www.tsus.edu/about-system/division/Policy%20on%20Utilization%20of%20HUB%27s%20-%20Construction%202008.10.10.pdf>. If TSUS determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposals. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposals.
- 1.13.1 **STATEMENT OF PROBABILITY:** The Texas State University System (TSUS) has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the respondent's Proposal. The respondent shall develop and administer a HSP as a part of the respondent's Proposal in accordance with the TSUS Policy on Utilization of Historically Underutilized Businesses (HUB), Exhibit H.
- 1.13.2 Refer to Exhibit H, Policy on Utilization, Historically Underutilized Business and the Summary of Requirements for a detailed list of attachments required with the Proposals.
- 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, 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 Texas State University System. 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 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 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 sec. 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 Article 6 of the Uniform General Conditions.
- 1.18 PREVAILING MINIMUM WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the TSUS document, entitled General Decision: TX200801186 for Brewster County, Texas, which can be found at the following link: <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=TX20080186>. 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.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, 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.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

Sul Ross State University (SRSU), a public university in Alpine, Texas, is named for former Texas governor, Civil War general Lawrence Sullivan Ross. It was founded in 1917 as **Sul Ross Normal College** and was made a university in 1969.

Sul Ross State University offers certificate programs and associate, bachelor's and master's degrees. The main campus is situated in the unique environment of the Big Bend region and is the primary institution of higher education serving a 19-county area in far West Texas. SRSU has branch campuses in Uvalde, Del Rio, and Eagle Pass.

The university is governed by the Board of Regents of the Texas State University System which guides seven universities in the state.

2.2 MISSION STATEMENT:

The ultimate goal of higher education is to produce graduates who will be effective leaders in their chosen professions, valued members of their communities, and responsible citizens of the world.

As a coeducational, comprehensive, public institution of higher education offering certificate programs and associate, baccalaureate, and master's degree programs, the mission of Sul Ross State University and Sul Ross State University-Rio Grande College is to include the following structure in all of its academic programs:

From the core curriculum, students will acquire a common set of intellectual, physical, and aesthetic experiences designed to foster a broad appreciation for the human experience. Graduates will be expected to demonstrate the critical thinking skills, oral and written communication skills, and quantitative literacy that will be required for them to become effective leaders. Moreover, graduates will possess the in-depth knowledge necessary to either enter professions that are related to their areas of specialization, to achieve advanced levels of professional development, or to enter and success fully complete graduate programs of study.

As part of their education, students will develop qualities of good citizenship, including an appreciation for and commitment to performing their work conscientiously; learning to recognize, respect and understand cultural diversity; and learning to recognize the implications of what they believe. Most importantly, they will acquire the skills and techniques which enable them to engage in self-learning, and spirit of intellectual curiosity leading to independent and purposeful life-long learning.

In order to guarantee that this mission is carried out in the spirit of the goals of higher education, Sul Ross State University has three major functions:

- 2.2.1 To enable optimal teaching and learning through quality faculty and staff, exceptional facilities, technology, and instructional resources, and effective student support services.
- 2.2.2 To support research which advances knowledge, enriches teaching, encourages professional development, and utilizes the distinctive environment of the Big Bend and Middle Rio Grande areas of Texas;
- 2.2.3 To serve as a resource for enrichment of the cultural, intellectual, social and economic life of citizens of the region.

2.3 PROJECT DESCRIPTION AND SCOPE:

Upgrade the theatrical lighting, curtain rigging and sound systems at Marshall Auditorium. Upgrade the theatrical lighting, curtains and rigging as well as the sound system at the Studio Theater. Minor architectural finish work and electrical work is required in each of these areas as part of the project. Project budget is \$600,000.

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 to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications 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 the 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.

3.2.4 Identify the mechanical, electric and plumbing Subcontractors included as part of this proposal, including their experience with similar projects, the number of years with the firm, and the city of residence of each.

- 3.2.5 Provide resumes of the Project Manager and Superintendent that will be directly involved in the Project for the mechanical, electric and plumbing Subcontractors, including their experience with similar projects, the number of years with the firm, and the city of residence of each.

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

Identify and describe the 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
- Architect/Engineer's name and representative who served as the day-to-day liaison during construction, including telephone number
- 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 TSUS, STATE-FUNDED PROJECTS OR MAJOR INSTITUTIONS OF HIGHER EDUCATION

- 3.4.1 Identify and describe the Construction Team's past experience for providing Construction Services on Texas State University System projects and/ or any other state-funded projects or "major" institutions of higher education within the last five (5) years.
- 3.4.2 If the respondent has not previously provided Construction Services for the Texas State University System, 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
- 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

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

- 3.5.1 Provide a CPM 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 (SEPARATE ENVELOPE)

- 3.8.1 Complete the "Respondent's Pricing and Delivery Proposal" included with the Bidding Documents
- 3.8.2 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 (TSUS) Attn: Vice Chancellor Contract Administration, 200 E. 10th Street, Austin, TX 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 TSUS has not made an award within ninety (90) 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 ninety (90) - 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 (Not including the HUB Subcontracting Plan). The cover, table of contents, divider sheets, HUB Subcontracting Plan (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 documents: 1) Qualifications, 2) Pricing and Delivery Proposal with Execution of Offer in a sealed envelope, and 3) HUB Subcontracting Plan.
- 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 Request for Proposals 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.
- 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 HUB Subcontracting Plan.

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 Request for Competitive Sealed Proposals, the Proposal Form, and other sample bidding and contract forms. The proposed Contract Documents consist of the Form of Agreement between the Owner and Contractor, Performance and Payment Bonds, Uniform General and Supplementary Conditions for Building Construction Contracts, Special Conditions, Prevailing Wage Rate Determination, HUB Utilization Policy (Exhibit 'H'), 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 location, and Subcontractors may examine them there:

Parkhill, Smith & Cooper, Inc.

Contact Darcy Knight for access to the PSC NewForma Info Exchange server
(in lieu of FTP site).

Phone: 432-697-1447

E-mail: dknight@team-psc.com

RESPONDENT'S PRICING AND DELIVERY PROPOSAL

RFP No.: 758-10-07004

Project Name: Marshall Auditorium/Studio Theatre

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

To: Charles R. Matthews
Chancellor
Texas State University System
Austin, Texas

Having carefully examined the 2005 Uniform General Conditions for Construction Contracts (UGC), the Plans and Specifications and addenda thereto, as prepared by Parkhill, Smith & Cooper, Inc., 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 CONSTRUCTION MILESTONE SCHEDULE: The undersigned agrees, if awarded the contract, to achieve Substantial Completion of the Work as described in the UGC, the plans and specifications and addenda thereto.

Alternate Project Planning Schedule

- | | |
|---|-------------------|
| • Issue RFP | October 14, 2009 |
| • Pre-Proposal Conference | October 29, 2009 |
| • Receive SOQ and Proposals | November 16, 2009 |
| • Receive HUB Plans | November 17, 2009 |
| • Read Proposals Aloud at System Office | November 30, 2009 |
| • Evaluate/rank proposers, select top ranked firm | November 30, 2009 |
| • Execute CSP Contract | December 15, 2009 |
| • Construction Scheduled Start Date | December 16, 2009 |
| • Target Construction Completion Date | June 1, 2010 |

- 1.4 RFP ADDENDA: Receipt is hereby acknowledged of the following addenda issued for this Request for Proposals - initial if 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 \$250.00 (Two Hundred Fifty Dollars) 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 Vice Chancellor for Contract 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 offerer 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 sixty (60) 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 Company Name: _____
(Type 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:

(Type Respondent’s Name)

(Type Title)

(Type Street Address)

(Type Telephone Number)

(Type City, State, Zip Code)

(Type Fax Number)

(Authorized Signature)

(Type Date)

(Type Email Address) required for RFP Notification

(Type Date)

1.10 RESPONDENT'S EXECUTION OF OFFER FOR RFP NO.758-10-07004
(See additional signature lines at end of this section)

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

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSALS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSALS, 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 Request For Competitive Sealed Proposals 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 Request For Competitive Sealed Proposals 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 Request For Competitive Sealed Proposals; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this Request For Competitive Sealed Proposals.
- 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 Request For Competitive Sealed Proposals documents and contained herein.
- 1.10.3 By signature hereon, Respondent affirms that he 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, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 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 Request For Competitive Sealed Proposals;
- 1.10.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the Request For Competitive Sealed Proposals;
- 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 Request For Competitive Sealed Proposals and (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 Request for Competitive Sealed Proposals 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 Request For Competitive Sealed Proposals 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 Resident Respondent as defined in Rule 1 TAC 111.2.
- 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 Request For Competitive Sealed Proposals 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 Request for Competitive Sealed Proposals (reference Section 2155.004 Texas Government Code).
- 1.10.12 Respondent represents and warrants that all articles and services quoted in response to this Request for Competitive Sealed Proposals 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.
- 1.10.17 The Respondent must complete, sign and return this Execution of Offer 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)

(Title)

(Authorized Signature)

(Date)