



LTISD PURCHASING DEPARTMENT
16101 HWY 71, BLDG B
AUSTIN, TX 78738

March 8, 2018

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFCSP)
CSP – Lake Travis ISD Turf and Track Projects - 2018**

Lake Travis Independent School District (“LTISD” or “District”) invites qualified companies to submit Proposal responses for *Lake Travis ISD Turf and Track Projects - 2018*.

Proposals will be received on or before the time and date indicated below by the Lake Travis ISD Purchasing Office at 16101 Highway 71 West, Bldg. B, Austin, Texas 78738. The package containing your Proposal response and all required forms (1 original signed and 2 copies and 1 identical electronic copy) should be plainly marked:

Competitive Sealed Proposal for:

**Lake Travis ISD Turf and Track Projects - 2018
RFCSP # 18-03-012**

Closes 2:00p.m., Thursday, March 29, 2018

The Board of Trustees reserves the right to reject any and / or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

No proposals may be withdrawn for a period of forty-five (45) days subsequent to the deadline for receipt of Proposal responses without the prior written consent of the Board of Trustees, Lake Travis Independent School District.

LTISD will not be responsible for delivering mail from the post office. Proposals received after the receipt/opening time and date will not be considered. FAX proposals will not be accepted.

A Pre-Proposal Conference will be held at 10:00am, Wednesday, March 21, 2018, beginning at Hudson Bend Middle School, 15600 Lariat Trail, Austin, Texas 78734. We will then visit Lake Travis High School, ending at Lake Travis Middle School. The conference is not mandatory but the District highly recommends Contractor representation. The District does not anticipate having additional walkthroughs or site visits; therefore any personnel or subcontractors who have a need to visit this site should plan to attend this conference. All vendors must sign in at the front desk and obtain a visitor’s badge prior to attending the conference. A current driver’s license is required to sign in and receive a badge. It is suggested the attendees arrive early for badge processing.

- A contractor that fails to have representation at the conference shall not be excused from having complete knowledge of the specifications and facility requirements. Price adjustments, change orders, etc., that would be considered a part of the working knowledge of the Contractor, based on the project specifications, pre-proposal conference, and the walkthrough (as applicable), will not be accepted by the District.

Thank you for your interest.

A handwritten signature in cursive script that reads 'Angie Marsh'.

Angie Marsh, CTSBO
Director of Purchasing, LTISD
512-533-6028
eMail: marsha@ltisdschools.org

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SECTION I: Instructions to Proposers

Pursuant to the provisions of Texas Government Code, in particular Section 2269, the Lake Travis Independent School District ("LTISD" or the "District") is seeking Proposal responses from Proposers qualified and experienced in providing construction services related to the construction project described herein.

This Request for Competitive Sealed Proposals (RFCSP) contains information and instructions to enable interested Proposers to prepare and submit a Proposal and describes the terms and conditions that the successful Contractor will be expected to accept as part of the performance of the Contract.

1. **PRE-PROPOSAL CONFERENCE.** A Pre-proposal Conference will be held at **10:00am, Wednesday, March 21, 2018, beginning at Hudson Bend Middle School, 15600 Lariat Trail, Austin, Texas 78734. We will then visit Lake Travis High School, ending at Lake Travis Middle School.**

- 1.1. The conference is not mandatory but the District highly recommends Contractor representation.
- 1.2. If necessary, the District will issue answers to questions, clarifications and scope changes by posting the documents on the District's website.
- 1.3. The District does not anticipate having additional walkthroughs or site visits; therefore any personnel or subcontractors who have a need to visit this site should plan to attend this conference.
- 1.4. All vendors must sign in at the front desk and obtain a visitor's badge prior to attending the conference. A current driver's license is required to sign in and receive a badge. It is suggested the attendees arrive early for badge processing.
- 1.5. A contractor that fails to have representation at the conference shall not be excused from having complete knowledge of the specifications and facility requirements. Price adjustments, change orders, etc., that would be considered a part of the working knowledge of the Contractor, based on the project specifications, pre-proposal conference, and the walkthrough (as applicable), will not be accepted by the District.

2. **PRE-RESPONSE QUESTIONS.** All questions regarding clarification or interpretation of the RFCSP and substitution request will be submitted in writing by the Proposer, and must be received by **5:00pm Thursday, March 22, 2018.** No questions will be addressed unless provided in writing. All correspondence pertaining to this RFCSP will be addressed to :

Angie Marsh
Lake Travis Independent School District
Email: marsha@ltisdschools.org
Fax: 512-533-6028

- 2.1. Inquiries about the project and RFCSP document should be addressed to the Buyer for this solicitation indicated in the cover letter in writing, by e-mail. Verbal requests for clarification or additional information will not be addressed and will not be binding.
- 2.2. **PROPOSERS ARE REMINDED THAT VERBAL RESPONSES OR CONVERSATIONS ARE NOT BINDING - ONLY QUESTIONS ANSWERED BY FORMAL WRITTEN ADDENDA WILL BE BINDING AND WILL BE MADE PART OF THE PROPOSAL DOCUMENTS.**
- 2.3. All interpretations or clarifications considered necessary by and approved by LTISD, in response to proposer's request, will be issued by written Addenda.
- 2.4. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.
- 2.5. LTISD is not responsible for any other explanation or interpretations, which anyone presumes to make.
- 2.6. Any interpretations, corrections, approvals, supplemental instructions or changes to the Proposal Documents will be made by written Addenda. Sole issuing authority of addenda shall be vested in LTISD.

3. **PREPARATION OF PROPOSALS.**

- 3.1. **Response.** Each Proposer shall furnish the information required by this RFCSP. The person signing the Proposal response must be an authorized representative of the proposing firm. All erasures or other changes must be initialed by the submitting party.

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- 3.2. **Exceptions.** If any exceptions are taken to any portion of the RFCSP, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal response. Failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the RFCSP as proposed by the District. The District reserves the right to reject a proposal response containing exceptions, additions, qualifications or conditions not called for in the Solicitation.
- 3.3. **Tax Exemption.** The District is usually exempt from City, State and Federal Taxes. Proposal responses may not include exempted taxes. If it is determined that tax was included in the Proposal response, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request. Under no circumstances shall the District be liable to pay exempt taxes under any Contract.
4. **SUBMISSION OF PROPOSAL RESPONSES.**
- 4.1. **Submission.**
- 4.1.1. The Proposal response shall be returned in an envelope or package sealed and marked on the outside with the Proposer's name, address and RFCSP number.
- 4.1.2. Receipt of an Addendum must be acknowledged by signing and returning the addendum with the Proposal response or under separate cover prior to the due date. If the Addendum is submitted under separate cover, the document must be returned in a sealed envelope marked on the outside with the Proposer's name, address and Proposal number, indicating the RFCSP and addendum number.
- 4.2. **Closing Time.**
- 4.2.1. Proposal responses must be returned in sufficient time so as to be received and time stamped in the Lake Travis Independent School District Purchasing Department **before** the time and on the date shown on this RFCSP. It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal response. The District will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer. FAX RESPONSES WILL NOT BE CONSIDERED. Address response to:
Lake Travis Independent School District
Purchasing Department
16101 Hwy 71 West, Bldg B
Austin, Texas 78738
- 4.2.2. On the closing date and at the above location, Proposal responses will be publicly opened and the respondent's names and price for construction services read aloud.
- 4.2.3. Proposal responses received after the published time and date shall not be considered.
5. **PROPOSAL RESPONSE.** LTISD has established guidelines to facilitate evaluation and comparison of each Proposer's response. LTISD expects the Proposer to follow these guidelines. The Proposer will organize their response in accordance with the following.
- 5.1. **Required Submittal Documents.** Unless otherwise specified, Proposers are required to submit the following:
- 5.1.1. **Number of Submittals.** One (1) executed original and two (2) copies, a completed Price Proposal Form, and all other submittals required by the RFCSP. The original must be marked clearly on the outside cover with "Original".
- 5.1.2. **Price Proposal Form.**
- 5.1.2.1. **Price Proposal.** The Proposer shall complete and return the Price Proposal Form, Section IV, providing all requested information.
- 5.1.2.1.1. Base proposal price to include all items listed in the Project Scope, detailed in the specifications on the plans.
- 5.1.2.1.2. Proposer to provide Alternate and/or Unit prices as required. Proposer to indicate if the price is an addition or deduction. If no indication is noted, the price will be considered as an addition.
- 5.1.2.2. **Business History and Experience.** The Proposer shall provide the information requested for:
- 5.1.2.2.1. Number of years providing commercial construction services based on the scope and size of the project indicated within this RFCSP.
- 5.1.2.2.2. Resumes of the proposed Job Superintendent and Project Manager for this project. Resume information should include project responsibility,

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- relevant project experience, years with organization, education, training and certifications, and references.
- 5.1.2.2.3. A list of the last five projects completed by your Organization of similar size, type and complexity to this particular project; For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, contractual completion date, actual completion date, owner and architect (and their phone numbers). Experience references should be for the type of work referenced in this Proposal.
- 5.1.2.2.4. A listing of those clients who have provided repeat business to your company in the last five years under the Competitive Sealed Proposal process.
- 5.1.2.3. Additional Documentation. This information will be evaluated on a pass/fail basis only. No points will be assigned.
- 5.1.2.3.1. The Proposer shall read and acknowledge the construction start and end date indicated in Section III, Item 3. Failure to acknowledge or adjust the dates may disqualify the Proposal.
- 5.1.2.3.2. A statement of firm's safety record and/or history.
- 5.1.2.3.3. Claims and suits.
- 5.1.2.3.3.1. Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers? If yes, please include details.
- 5.1.2.3.3.2. Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last five years?
- 5.1.2.3.3.3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please include details as to why the contract was not completed.
- 5.1.2.3.3.4. Within the last five years, has any worker's compensation claims been filed by any workers on any job sites managed by your organization? If yes, please provide details of the incident and the outcome of the claim.
- 5.1.3. Insurance. The Proposer shall submit proof of insurance coverage.
- 5.1.4. Completion of Certifications. The Proposal response shall include the executed copies of the certifications included at the end of this RFCSP.
- 5.1.4.1. Failure to sign and submit the Request for Competitive Sealed Proposal Certification form will result in disqualification.
- 5.2. ***Proposer Affirmation of Understanding.*** By submission of a Proposal in response to this RFCSP, the Proposer confirms and affirms the Proposer's understanding of the entire document and all of its contents. It also ensures the Proposal response is submitted in accordance with the stated requirements of the RFCSP. Should the Proposer's response not fully comply with the requirements set forth in the RFCSP, the Proposer will clearly identify each deviation or proposed alternative. By affirmation of a signed Proposal response, the response will represent a true and correct statement and shall contain no cause for claim of omission or error.
- 5.3. ***Incomplete Proposal Responses.*** All Proposal responses will include all information solicited by this RFCSP and any additional material that the Proposer deems pertinent to the understanding and evaluation of their response. Incomplete responses may be disqualified from further consideration at the sole discretion of LTISD.
6. **COMPETITIVE SELECTION.**
- 6.1. **Selection Process.**
- 6.1.1. THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest fee / cost Proposal.
- 6.1.2. The District shall accept the Proposal it deems to be in the best interest of the District.

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- 6.1.3. In making that determination, the District shall consider the Proposer's technical expertise and experience (directly related to the type of work being proposed in this Proposal), the proposed costs, the Proposer's references and record of responsibility, and any other relevant factor that the District deems necessary to determine best value.
- 6.2. **Evaluation.**
- 6.2.1. The awarded firm will be selected via an evaluation process, pursuant to the Texas Government Code 2269.
- 6.2.2. Upon receipt of proposals, the Evaluation Team will review and evaluate the proposals based on the following evaluation criteria:
- 6.2.2.1. References: Pass/Fail
- 6.2.2.2. Pricing Evaluation: 50% of Score
- 6.2.2.3. Technical Information: 50% of Score
- 6.2.2.3.1. Number of years providing commercial construction services based on the scope and size of the project indicated within this RFCSP. Total 10 points allowed.
- 6.2.2.3.2. Percentage of work to be self-performed. Total 10 points allowed.
- 6.2.2.3.3. Proposed Job Superintendent and Project Manager for this project. Resumes should be attached for the key individuals with emphasis on job knowledge and experience. Total 15 points allowed.
- 6.2.2.3.4. Past Project Experience – Total 15 points
- 6.2.2.3.4.1. A list of all projects currently under contract.
- 6.2.2.3.4.2. A listing of major education projects completed in the past five years with an overall construction cost greater than \$1,000,000 and within Central Texas.
- 6.2.3. The District reserves the right to conduct interviews and/or other additional evaluation processes that are deemed necessary by the District to assist in a complete and thorough evaluation of the proposals. These processes may include additional evaluation points as determined necessary by the District.
- 6.3. **Award.**
- 6.3.1. LTISD is required to present the recommendation for award before the Board of Trustees in an open session for all purchases exceeding \$100,000.00. The Board of Trustees will approve or disapprove the recommendation. Board meetings are typically held the third Tuesday of each month.
- 6.3.2. LTISD may make an award without discussion with any Proposer, after Proposal responses are received and evaluated. Proposals should therefore be submitted on the most favorable terms.
- 6.3.3. The selected Contractor will be required to enter into a written Agreement with LTISD. LTISD reserves the right to tender its own contract, which may incorporate the RFCSP along with the contents of the successful Proposal.
- 6.3.4. It is contemplated that the terms and conditions of this RFCSP along with the contents of the successful Proposal response will become a part of the subsequent contractual documents. The terms and conditions of the contract shall be governed in the following order:
- 6.3.4.1. The original Request for Competitive Sealed Proposal (RFCSP);
- 6.3.4.2. Any addenda submitted by the District prior to the opening of the RFCSP;
- 6.3.4.3. The accepted portions of the Proposer's submission to the RFCSP; and
- 6.3.4.4. Any subsequent contractual documents agreed upon by both parties.
7. **PROPOSAL VALIDITY PERIOD.** LTISD reserves the right to retain all Proposals for a period of forty-five (45) days after the RFCSP opening date for examination and comparison.
8. **OPEN RECORDS REQUIREMENT.** All documents submitted as part of the Contractor's Proposal response will be deemed confidential during the evaluation process, and will not be available for review by anyone other than LTISD staff or its designated agents. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to LTISD except where Proposal information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor. That information should be clearly marked: "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

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9. **HB 1295 REQUIREMENTS.** Should this procurement fall under the requirements of HB1295 (Government Code Section 2252.908), the awarded Contractor will be required to complete and submit form 1295. The form along with instructions are available on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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SECTION II: SPECIAL INSTRUCTIONS

By submitting a Proposal in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions:

1. **GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS.** This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. The documents listed below are incorporated by reference only, and may not be attached as part of this Solicitation.
 - 1.1. Texas Government Code 2269.
 - 1.2. *Purchasing and Acquisition*, LTISD Policy CH (Legal).
 - 1.3. *Purchasing and Acquisition*, LTISD Policy CH (Local).
 - 1.4. *General Terms and Conditions for Purchasing Solicitations and Contracts*, Version 1, reference Document GTC-01, dated February 13, 2018.
2. **ACCEPTANCE OF ALL PROVISIONS.** The Proposer shall respond to all of the specifications and RFCSP terms and conditions. By virtue of the Proposal submission, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFCSP. Non-substantial deviations may be considered provided that the Proposer submits a full description, explanation and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by LTISD at its sole discretion. LTISD also reserves the right to determine and waive non-substantial irregularities in any Proposal, to reject any or all Proposals, to reject one part of a Proposal and accept the other, except to the extent that the Proposals are qualified by specific limitations, and to make award as the interest of LTISD may require.
3. **CONSTRUCTION DOCUMENTS.** Construction documents may be obtained from Fields & Associates Architects, Attn: John Berry, Phone: 512-327-8444 or online from Fields & Associates Architects, www.fieldsarchitects.com. Register in the Bid Center of the website for access to the electronic files and project updates. Drawings and Specifications are also placed in local plan rooms.
4. **REVIEW OF SPECIFICATIONS PRIOR TO SUBMITTAL.** Upon receipt of the Proposal responses, each Proposer shall be presumed to be thoroughly familiar with all specifications and requirements of this RFCSP. The failure or omission to examine any form, instrument or document shall in no way relieve proposers from any obligation in respect to this RFCSP.
5. **AVAILABILITY OF FUNDS.** In the event that sufficient funds are not available for the project, LTISD reserves the right to negotiate the scope of this contract, delay implementation, reject all Proposals, or award another type of contract other than that required in this RFCSP.
6. **CRIMINAL HISTORY CHECK.**
 - 6.1. Pursuant to Texas Education Code Section 22.083, as passed during the 80th(R) Texas Legislative Session as Senate Bill No. 9, individuals that come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. "National criminal history record information" means criminal history record information obtained from the Texas Department of Education under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC. At the time of the publication of the Solicitation for this contract, Lake Travis ISD has not established policy or guidelines for contractors that will have contact with students. If such policy or guidelines are established during the term of this contract and any extensions that are exercised, all contractors will be subject to the new policy or guideline.
7. **INSURANCE.** The Contractor shall provide and maintain, until the Work is completed and accepted by the Owner, or for such longer period as may be required herein, the minimum insurance coverages as follow:
 - 7.1. Workers' Compensation coverage with limits of liability as required by applicable Statute. See Article 18 for Texas Worker's Compensation Insurance requirements.
 - 7.2. Employer's Liability insurance with limits not less than \$500,000 per occurrence.

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- 7.3. Comprehensive General Liability insurance with limits of liability for Bodily Injury, Property Damage and Personal and Advertisement Injury not less than:
- | | | |
|--------|--|-------------|
| 7.3.1. | Each Occurrence | \$1,000,000 |
| 7.3.2. | Personal and Advertising Injury | \$1,000,000 |
| 7.3.3. | Product / Completed Operations Aggregate | \$2,000,000 |
| 7.3.4. | General Aggregate | \$2,000,000 |
| 7.3.5. | Damage to Premises rented to you | \$500,000 |
| 7.3.6. | Medical | \$10,000 |
- 7.3.7. Comprehensive General Liability Insurance will cover liability for personal injury, liability for acts of independent Contractors, liability in respect of completed operations/products, "broad form" liability for property damage (including completed operations), liability for property damage arising from "XCU" hazards, liability for contractual risks assumed in this clause; unless Contractor provides Owner's Protective Liability Insurance, Owner and its Officers, agents and employees will be added as named insureds of this insurance. The insurance against liability in respect to completed operations/products will remain in effect for two full years following acceptance of the Work. The General Contractor shall provide to Owner a copy of the Products / Completed Operations Policy.
- 7.4. Comprehensive Automobile Liability insurance with combined single limits not less than \$1,000,000. Include Owned, Hire and Non-Owned Automobile coverage.
- 7.5. Owner's Protective Liability Insurance Policy. The Contractor shall obtain at its expense an Owner's Protective Liability Insurance Policy naming the Round Rock Independent School District, its officers, agents and employees, and the Architect/Engineer as Insureds, with the following limits: \$1,000,000 each occurrence and \$1,000,000 aggregate.
- 7.6. "Umbrella" Liability should be Occurrence Form with limits not less than \$5,000,000. Policy should provide for "Follow Form Coverage" to underlying insurance including general liability, commercial automobile, employer's liability and any other liability coverage available to Work performed under this Contract.
- 7.7. Builder's All Risk Insurance: The policy should be written in the name of the District, Contractor, and Subcontractor as their interest may appear. Builder's All Risk shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage, physical loss or damage, and including risks of full collapse, with occupancy allowed for the benefit of Owner, and also including, at a minimum, theft, vandalism, malicious mischief, false work, temporary building, debris removal, demolition costs, cost to rebuild to current code, cost to rebuild, scaffolding, construction forms, office trailer including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. The Builder's Risk Insurance shall be provided in an amount equal at all times to the full insurable value of the Work. The Policy shall have endorsements as follow: "This Insurance shall be specific as to coverage and not considered as contributing insurance with any present or permanent insurance maintained on the premises.
- 7.8. Flood Insurance: When applicable.

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SECTION III – SCOPE OF SERVICES

1. **PROJECT SCOPE.** The District requires construction services for turf and track projects as per the specifications and drawings provided by the A/E.
2. **ESTIMATED PROJECT BUDGET.** The estimated budget for this project is \$2,800,000.00.
3. **CONSTRUCTION SCHEDULE.** The estimated construction date and estimated substantial project complete date are listed below.

Description	Est Construction Start Date	Est Substantial Project Completion Date
Turf and Track Projects - 2018	May 2018	August 15, 2018

NOTE: Liquidated damages will be assessed at \$1000.00 per day unless otherwise noted by the District.

4. **TEXAS GOVERNMENT CODE SECTION 2269.155.** Texas Government Code Section 2269.155 regarding selection of a Contractor shall be specifically incorporated in the contract between LTISD and the Contractor.
5. **GENERAL CONTRACTOR.** The Contractor will occupy the position of General Contractor for the purposes of the Contract, and shall be wholly responsible for the Scope of Work (Work) presented herein. Wherever the terms General Contractor or Contractor are referred to in the Contract Documents, they all shall have the same meaning.
6. **PERFORMANCE AND PAYMENT BONDS.**
 - 6.1. All Bonds shall be written by a bonding company (insurance company) that is duly authorized to do business in the State of Texas, and which meets all requirements of Texas law in connection with its issuance of Bonds hereunder.
 - 6.2. If any surety upon any Bond becomes insolvent or otherwise ceases to do business in the State of Texas, Proposer shall immediately furnish equivalent security to protect the interests of LTISD and of persons furnishing labor and materials in the performance of the work under the Contract.
 - 6.3. If the amount of the Bond is in an amount in excess of ten percent (10%) of the surety company's capital and surplus, LTISD, as a condition to accepting the Bond, will require written certification that the surety company has reinsured the portion of the risk that exceeds 10% of the surety company's capital and surplus with one or more reinsurers who are duly authorized, accredited, or trustee to do business in the State of Texas.
 - 6.4. Prior to commencement of work hereunder, Proposer will provide a Performance Bond and a Payment Bond, each in principal amount equal to 100% of the contract amount, conditioned that Proposer will faithfully perform all undertakings in the contract and will fully pay all persons furnishing labor and material in the prosecution of the work provided for in the contract.
 - 6.5. If any surety upon any bond becomes insolvent or otherwise ceases to do business in this State, the Proposer shall promptly furnish equivalent security to protect the interests of LTISD and of persons furnishing labor and materials in the prosecution of the work.
 - 6.6. The Contractor shall deliver the bonds not later than the 10th day after the date the Contractor executes the contract unless the Contractor furnishes a bid bond or other financial security acceptable to the District.

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SECTION IV – PRICE PROPOSAL FORM

Proposers are to submit the price to provide the construction services for turf and track projects as per the specifications and drawings provided by the A/E. All scheduled work is to be included in the base bid at an estimated construction cost of \$2,800,000.00.

1. **Base Bid Proposal – 50 points:** Turf and Track replacement at HBMS, LTMS and LTHS as per the specification and drawings provided by the A/E.

Dollars \$ _____

[Fill in blank with appropriate written amount]

- 1.1. **Alternate No. 1:** Furnish and install an E-Layer type shock pad system over the entire surface of the synthetic turf field at Lake Travis MS.

Dollars \$ _____

[Fill in blank with appropriate written amount]

- 1.2. **Alternate No. 2:** Furnish and install an E-Layer type shock pad system over the entire surface of the synthetic turf field at Hudson Bend MS.

Dollars \$ _____

[Fill in blank with appropriate written amount]

- 1.3. **Alternate No. 3:** Furnish and install an E-Layer type shock pad system over the entire surface of the synthetic turf field at Lake Travis HS Track.

Dollars \$ _____

[Fill in blank with appropriate written amount]

- 1.4. **Alternate No. 4:** For the synthetic turf field at Lake Travis MS, provide to Owner upon completion of the work, a 4-year field maintenance service agreement.

Dollars \$ _____

[Fill in blank with appropriate written amount]

- 1.5. **Alternate No. 5:** For the synthetic turf field at Hudson Bend MS, provide to Owner upon completion of the work, a 4-year field maintenance service agreement.

Dollars \$ _____

[Fill in blank with appropriate written amount]

- 1.6. **Alternate No. 6:** For the synthetic turf field at Lake Travis HS Track, provide to Owner upon completion of the work, a 4-year field maintenance service agreement.

[Fill in blank with appropriate written amount]

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1.7. **Alternate No. 7:** Furnish and install track surfacing over the existing concrete surface around the entire perimeter of the field at Lake Travis HS Football Stadium.

Dollars \$ _____

[Fill in blank with appropriate written amount]

1.8. **Alternate No. 8:** Furnish and install four (4) 25 second clocks at Lake Travis MS and Hudson Bend MS.

Dollars \$ _____

[Fill in blank with appropriate written amount]

1.9. **Alternate No. 9:** Furnish and install athletic accessories.

Dollars \$ _____

[Fill in blank with appropriate written amount]

1.10. **Alternate No. 10:** Furnish and install the steeplechase water jump pit at Lake Travis MS and Lake Travis HS Track.

Dollars \$ _____

[Fill in blank with appropriate written amount]

Acknowledgement of addenda received, if applicable, and included in Proposal Amounts (Proposer to write in the Addendum number):

2. **Business History and Experience** –The Proposer shall provide the following information concerning companies business history and experience as follows:

- a. Number of years providing commercial construction services based on the scope and size of the project indicated within this RFCSP. Total 10 points. Years
- b. Percentage of work to be self-performed. Total 10 points %
- c. Resumes. Proposed Job Superintendent and Project Manager for this project. Resumes should be attached for the key individuals with emphasis on job knowledge and experience. Total 15 points. Provided?
- d.1 Project Experience. List all projects Proposer currently has under contract. Listing shall include: Total 15 points.
- Name of Project
 - Delivery Method
 - Contract amount
 - Owner's name; Owner's contact; Owner's phone number; Owner's email address
 - Architect / Engineer's name; Architect's contact; Architect's phone number
 - Project start date
 - Percent complete
 - Scheduled completion date

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- d.2 List the major educational projects that Proposer has completed in the past five years with an overall construction cost greater than \$1,000,000 and within Central Texas. Listing shall include:
- Name of project
 - Delivery method
 - Contract amount
 - Dollar amount of change orders
 - Owner's name; Owner's contact; Owner's Phone number; Owner's email address
 - Architect / Engineer's name; Architect's contact; Architect's phone number
 - Project start date
 - Percent complete
 - Scheduled completion date

Additional Documentation. This information will be evaluated on a pass/fail basis only. No points will be assigned. Proposer shall initial each item to indicate acceptance or that the information was provided.

Initial

3. **Project Schedule.** The Proposer shall read and acknowledge the construction start and substantial completion date indicated in Section III, Item 3. Failure to acknowledge or adjust the dates may disqualify the Proposal.

4. **Safety.** The Proposer shall provide a statement of firm's safety record and/or history.

5. **Claims and suits.** The Proposer shall provide the following information under separate cover:

Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers? If yes, please include details.

Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please include details as to why the contract was not completed.

Within the last five years, has any worker's compensation claims been filed by any workers on any job sites managed by your organization? If yes, please provide details of the incident and the outcome of the claim.

6. **Value Engineered Item (VEI).** Based on the plans and specifications of this RFCSP, the Proposer may provide Value Engineered Items (VEI) they feel would be a benefit to the District. VEIs should be provided in a separate document attached to the Proposal response. Proposal shall include how the items will affect the overall plan and provide an estimated cost. The plans and specifications provided shall be considered the "base bid"

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SECTION V – ATTACHMENTS

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Request for Competitive Sealed Proposal Certification

The undersigned, by signing and executing this proposal, certifies and represents to the Lake Travis Independent School District that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee's agent or employee of the Lake Travis Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee's agent or employee of the Lake Travis Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal. The Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Lake Travis Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

The Proposer hereby affirms that the associated Proposal Response has been submitted by an authorized representative of the company or firm, and that the company affirms that all provisions of the solicitation are agreed upon and met unless otherwise identified within the Proposal Response.

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WILL BE GROUNDS FOR DISQUALIFICATION.

Firm Name: _____	Telephone: 1-800 - _____
Address: _____	Or _____
City: _____	Fax: _____
State: _____ Zip: _____	eMail: _____
_____ (Signature of Person Authorized to Sign Proposal)	Date: _____
Printed Name: _____ (Please print or type)	Title: _____

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Felony Conviction Notice

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

PROPOSER'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

Signature of Company Official: _____