

SECTION 00 21 13 – INSTRUCTIONS TO PROPOSERS

1.01 GENERAL INFORMATION

1.01.1. Scope

In accordance with Sec. 44.039, Texas Education Code, the Board of Education of FWISD is requesting Competitive Sealed Proposals (CSP) from general construction contractors.

1.01.2. Discrepancies and Interpretations

Proposer must notify FWISD authorized point of contact during procurement, at least seven (7) business days prior to the scheduled Proposal opening date, with any questions arising out of the drawings or specifications or if discrepancies, ambiguities or omissions are found in the Proposal documents, or if further information or interpretation is desired.

Answers to inquiries will be provided in writing to all proposers in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of the Proposal documents. All addenda will be incorporated into and bound with the Contract Documents. No other explanation or interpretation will be considered binding.

1.01.3. Submittal Procedures

Submit the Proposal in sealed packages of sufficient size to hold all of the copies of the Proposal documents. These should be packaged following the instructions in Specification Section 00 41 10 – Overall Proposal Packaging Checklist.

Provide a properly formatted label, using page one of the advertisement, on the exterior of the Proposal envelope or package providing the proposer's identification including due date and time.

If the Proposal is submitted by mail, place the sealed Proposal package in a mailing envelope addressed as required in this section. Delivery of the Proposal prior to the advertised time set for the Proposal opening is the responsibility of the proposer.

1.01.4. Preparation of Competitive Sealed Proposals

The Proposal must be based on conditions at the project site, the project Drawings and Specifications and any addenda issued.

All original Proposal Forms must be authoritatively executed and submitted on the Proposal forms furnished by FWISD.

If the **Technical Proposal** form does not provide sufficient space to adequately respond to a question, the proposer should attach additional 8 1/2" X 11" white paper sheets as required, referencing the page and question numbers to which the response pertains.

A Proposal with omissions, alterations, conditions, or carrying riders or other qualifiers which modify the Proposal form will result in the proposal being deemed as non-responsive.

If the proposer chooses to issue a "No Response" (N/R) to a question on the Proposal, an explanation of this action is required. Failure to do so may be viewed by FWISD as incomplete and may subject the entire Proposal to rejection.

Only one proposal shall be submitted by each proposer. If two or more Proposals are submitted, either in one envelope or in separate envelopes, such multiple Proposals will be deemed as non-responsive. The blank Proposal form bound in the Specification is for the proposer's information only.

Facsimile submissions or modifications are not allowed. Any modifications not inside the submission envelopes/packages will not be considered part of the Contractor's proposal.

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The proposer will receive no compensation or reimbursement of expenses incurred in the preparation of this Proposal.

FWISD reserves the right to reject any or all Proposals. FWISD also reserves the right to waive errors and omissions in any proposal.

1.01.5. Public Information and Notice of Confidentiality

FWISD considers all Proposal information, documentation and supporting materials submitted in response to this Request for Competitive Sealed Proposal to be non-confidential and / or non-proprietary in nature, and therefore, shall be subject to the public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract. Exceptions to this are listed in this Project Manual.

The Proposer must identify and designate those portions of their technical Proposal which contain trade secrets or other proprietary data. If the Proposal includes such data, the proposer shall:

Mark the cover sheet of the Technical Proposal with the following phrase: "This Proposal includes data that shall not be disclosed outside FWISD, Program Manager and the A/E design team and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal."

Mark each sheet and the specific data on that sheet that the proposer wishes to restrict with the following phrase: "Use or disclosure of this specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Proposal."

1.01.6. Proposal Guaranty Bond

A Proposal bond on FWISD Proposal Guarantee Bond Form, from a Surety authorized to transact business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of the proposed contract amount (Base Price plus all Allowances), payable without recourse to the order of the FWISD Board of Education, must accompany the Proposal as a guarantee that, if awarded the Contract, the proposer will promptly enter into and execute the Contract and Performance and Payment Bonds on the forms provided.

The Proposal Guarantee Bond must be accompanied by a properly dated and executed Power of Attorney with a raised Surety seal on each document. Failure to do so will constitute an irregular Proposal which will be deemed as non-responsive. Use of a Surety company's bond form is not acceptable and will result in the Proposal being deemed as non-responsive.

Should the successful proposer fail to execute and return to FWISD, the Contract and Bonds within fifteen (15) consecutive calendar days after the date of transmittal of the Contract Documents for execution, the Proposal Guaranty becomes the property of FWISD.

Proposal guaranties of all proposers will be retained until after the Contract, Bonds and Insurances have been executed and received by the FWISD.

1.01.7. Insurance

Original Certificates of Insurance, as well as copies of the original insurance policies and endorsements as required by the contract documents are due with contract execution.

1.01.8. Ownership of the Competitive Sealed Proposal and Contractor's Proprietary Information

Submitted Proposals, documentation and supporting materials shall become the property of FWISD.

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1.01.9. Site Investigation

It is the responsibility of each proposer to examine the project site, existing improvements, and adjacent property and be familiar with existing conditions, and the full scope of the work to be provided before submission of a Proposal. By submitting a proposal, the Proposer certifies his acceptance of this requirement.

After investigating the project site and comparing the Drawings and Specifications with the existing conditions, the proposer should immediately notify the CIP Purchasing Coordinator of any conditions for which requirements are not clear; or about which there is any question regarding the extent of the Work involved.

Should the successful proposer fail to make the required investigations and should a question arise after award of contract as to the extent of the Work arising from existing conditions, the A/E will review the issues and make a recommendation to the Program Manger.

Requests for site visits by individual proposers after the formal Pre-Proposal Meeting and Site Visits, and for the purpose of evaluating and preparing a proposal, will not be accommodated. State law requires proper background checks and badging or accompaniment by District personnel for site visits. It is not practical for the District to provide such accompaniment for individual proposers outside the prescribed Pre-Proposal and Site Visit parameters. Therefore the only viable and appropriate opportunity for viewing the site prior to the proposal date is to attend the Pre-Proposal Meeting and Site Visits.

1.01.10. Evaluation and Contract Award Process

Proposals will be opened publicly to identify the names of the proposer and their respective proposed contract amount (Base Price plus total of all Allowances). Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award.

The Proposal Evaluation Committee (consisting of A/E, Program Manager and FWISD Staff) will evaluate the Proposals. The criteria for evaluation and selection of the successful proposer for this award will be based upon the factors listed in the Evaluation Criteria herein and the Request for Competitive Sealed Proposal documents.

After opening the Proposals, the Selection Committee will evaluate and rank each Proposal with respect to the published selection criteria. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification, or modification; or FWISD may discuss with the selected proposer offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, FWISD shall not disclose any information derived from the Proposals submitted by competing firms in conducting such discussions.

If FWISD determines that it is unable to reach a satisfactory agreement with the first ranked proposer, FWISD will terminate discussions with that proposer. FWISD will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until FWISD has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.

Following execution of a contract agreement between FWISD and the successful contractor(s), the proposers will be notified about the outcome of the selection process.

The award or rejection action regarding this Proposal is at the sole discretion of FWISD. FWISD makes no warranty regarding that a contract will be awarded to any proposer.

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If a Contract is awarded, it will be awarded to the proposer offering the best value to FWISD. FWISD is not bound to accept the lowest priced Proposal, if that Proposal is judged not to be the best value for FWISD, as determined by FWISD.

1.02.1 RECEIPT OF PROPOSALS

See Specification Section 00 41 10 Overall Proposal Packaging Checklist - for packaging instructions and Section 00 11 13 Advertisement for CSP for proposal receipt instructions and details

1.03.1 ADDENDA, ALLOWANCES, ALTERNATES AND UNIT PRICES

Addenda. Contractors are required to acknowledge receipt of all addenda issued for prior to the Proposal due date. Failure to acknowledge all addenda in the Proposal Form will result in the Proposal being deemed as non-responsive.

Allowances. Contractors are required to include the Allowances described in Section 01 21 00 in the Base Proposal. Refer to the General, Supplementary and Other Conditions of the Contract for Construction for other related details on allowances.

Contingency Allowance. All construction contracts shall contain an Owner Controlled Contingency Allowance (OCCA). The contingency allowance is to be used only for expenditures which do not require a change order. The contingency allowance may be used to pay for changes in the work including but not limited to those resulting from hidden or unforeseen conditions.

The contingency allowance may be used to pay claims. Use of the contingency allowance must be authorized in advance by the Program Manager and the Owner. Refer to Specification Section 00 41 11, for the contingency allowance. The contractor shall not be entitled to markups or profit related to use of the Owner Controlled Contingency Allowance.

Alternates. Contractors are required to submit prices for the Alternates described in Section 01 23 00 to add work or to deduct work from the Base Proposal. Contractor shall be responsible for any changes in the Work affected by acceptance of Alternates. Refer to Drawings and Technical Specifications Sections for items of work affected by Alternates. Election of Alternates will be exercised at the option of the Owner. Contractor will include as part of each alternate, miscellaneous devices, accessory objects and similar items incidental to, or required for, a complete installation. The amount shown in Specification Section 00 41 12 for each alternate shall include all plant, labor, material, equipment, overhead, profit, insurance and other costs incidental to the performance under the alternate. Failure to provide this information as an alternate is unacceptable and will result in the Proposal being deemed as non-responsive.

Unit Prices. Contractors are required to submit unit prices for any items that are listed in Spec. Section 01 22 00. The unit prices for each listed task/item shall include all overhead, profit, insurance and other costs incidental to the performance of the listed task/item. Failure to provide the requested unit pricing will result in the Proposal being deemed as non-responsive.

1.04.1 EVALUATION CRITERIA

Evaluation for ranking of firms submitting proposals will be based on the criteria shown in the following table (the weighting of each item by the points shown indicate the relative importance of each item and shall be utilized in the ranking of Proposal). Carefully review the submittal requirements, as failure to submit a Proposal in the proper format and in proper number may cause that Proposal to be rejected. The selection shall follow the Texas Education Code, Chapter 44, specifically Section 44.039. The firm that offers the best value to the district based on

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published selection criteria and on its ranking evaluation will be selected. The District shall first attempt to negotiate a contract with the selected firm. Should negotiations be unsuccessful, the firm will be notified in writing of the decision to end negotiations, and the District will proceed to the next firm in the order of selection ranking until a contract is reached or all proposals are rejected.

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Based upon the proposal material submitted, the following criteria will be used to evaluate firms.

Criteria	Weight (Out of 100%)	Explanation of Criteria	
QUANTITATIVE CRITERIA			
Contract Amount	40%	Proposed Construction Amount (Base Price including Allowances as listed in Specification Section 00 41 11). Final weighting distribution will be calculated as a percentage based upon the spread from the lowest price.	44%
Schedule	4%	Proposed Contract Duration. (Projected Completion as shown in Spec. Section 0041 11 and proposed schedule as shown in Spec. Section 00 41 13). Final weighting distribution will be calculated as a percentage based upon the spread from the shortest duration.	
QUALITATIVE CRITERIA			
General Contractor (GC) Qualification and Relevant GC Experience	20%	Overall qualification of the Proposer. References' responses. Record of past claim incidences and litigation experiences. Projects completed on budget; Projects completed on schedule; Quality of Reporting and Communications; Responsiveness. Ability and commitment to mobilize appropriate resources (personnel and equipment). Successful experience with the FWISD, with other K-12 projects, and in the delivery of projects of similar scope, scale, complexity and type.	46%
	1%	Proposer attendance at the Pre-Proposal Meeting held prior to the Proposal Date	
Personnel	10%	Qualifications and relevant experience of the proposed personnel (Project Manager(s), Superintendent(s), and other key personnel) to be assigned to this project.	
Safety	5%	Contractor's existing safety program and Experience Modification Rate (EMR). This program shall be evaluated based on meeting minimum safety requirements of OSHA standards.	
Methodology	5%	Quality and clarity of Proposer's work plan including schedule, construction work hours/days, logistics, understanding of the work, and sensitivity to ongoing school operations (with emphasis on child/staff safety). Addressing local community issues (noise/dust control, parking, traffic control, circulation, etc., as applicable). GC recommendations regarding any time and cost saving ideas.	
Financials	5%	Financial stability and condition of the Firm. Dun and Bradstreet (D&B) rating. In the absence of a D&B rating for the firm, the most recent financial statements will be evaluated. Financial ratios; current and debt/asset ratios; comparison against construction industry standards.	
HUB Participation	5%	HUB Participation. Proposed construction team composition (including subcontractors) in keeping with the District's minimum expectation of 25% or greater is valued for this criterion, including commitment to communicate with and solicit the involvement of HUBs. Final weighting distribution will be calculated as a percentage based upon the spread from the highest HUB participation percentage.	
	1%	HUB Participation proposed in excess of the minimum 25% expectation	
	2%	HUB Plan. Evidence of Firm's HUB Plan and good faith effort. Documentation including, but not limited to, advertisements, written notification to subcontracting firms, contact with certifying agencies such as NCTRCA, and State of Texas HUB program	
	1%	Historical Utilization. Provide information showing historical HUB utilization and actual percentages. Final weighting distribution will be calculated as a percentage based upon the spread from the highest historical utilization.	
	1%	Joint Venture: Written documentation that prime firm is a joint venture and that at least one of the partners in the Joint Venture is a HUB firm.	