



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES
P. O. Box 13030
NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER
PORTABLE CONTAINER SUITE-2019

PROPOSAL MUST BE RECEIVED BEFORE:
5:00PM, FRIDAY, JUNE 7, 2019

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P. O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Stephen F. Austin State University Procurement and Property Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Kay Johnson
Stephen F. Austin State University
Procurement and Property Services
936.468.4037
email: johnsondk6@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #PORTABLE CONTAINER SUITE-2019**

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SECTION 1 INTRODUCTION

1.1 SCOPE OF PROPOSAL

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from interested vendors for customized portable hospitality container suites for sporting events. SFA would like to purchase five (5) container suites.

1.2 SFA INFORMATION

SFA is an institution of higher education operated as an agency of the State of Texas. SFA employs approximately 1600 full and part-time faculty and staff members. SFA had an enrollment of 13,144 full and part-time students during the fall 2018 semester. Most staff positions are based on a 12-month appointment coinciding with the fiscal year (9/1-8/31). Contracts are executed only for faculty members, and limited other appointments. A nine-member Board of Regents is appointed by the governor of Texas, with each regent serving staggered six-year terms.

1.3 SCHEDULE OF EVENTS

*DATE	EVENT
May 24, 2019	Issuance of Request for Proposal
May 30, 2019 by 5:00 pm	Deadline for Submission of Written Questions
May 31, 2019	Question and Answer Addenda Document Posted, if any
June 7, 2019	Requests for Proposals Due
June 2019	Selection of Finalist and/or Negotiations
June 2019	Notification of Award

*Dates are tentative and subject to change.

1.4 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed and awarded in June 2019. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open records. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University’s website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

1.5 U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contractor to perform work

pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of SFA, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFA and at no fault to SFA, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that SFA must undertake to replace the terminated Contract.

1.6 ISRAEL NON-BOYCOTT VERIFICATION

To the extent that Section 2270.002, Texas Government Code applies, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), Texas Government Code.

1.7 CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Pursuant to Section 2252.152, Texas Government Code, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

1.8 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3) Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

1.9 PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275.

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

Stephen F. Austin State University, hereafter referred to as "SFA" or "the University", is seeking proposals from interested vendors for customized portable hospitality container suites for sporting events. SFA would like to purchase five (5) container suites.

2.2 PROJECT LOCATIONS

The containers will be located at the SFA Homer Bryce Football Stadium on the field near the end zones on the campus of Stephen F. Austin State University. The portable containers will be moved on occasion for different sporting venues.

2.3 SPECIFICATIONS

2.3.1 Portable customized containers should be built form 20' x 8' shipping containers with the following specifications and/or equivalent:

1. Drop Deck - Steel framed with aluminum plank flooring (winch capability)
2. Top Deck - Steel frame and platform with galvanized steel fold down railing system, stainless steel cable rails, high grade putting turf with putting cup, light weight portable aluminum staircase
3. Awning - High wind resistant steel awning that extends when in use and retracts under top deck when not in use
4. Fold Down Table- Steel fold down table custom fit to door
5. Fan - Welded bracket and high velocity fan
6. Custom 8' Bar - Steel frame with solid wood construction; galvanized bar top with built in keg tap w/ foot pump, trash bin, pipe paper towel holder, wood bar extension, and built in 4.4 cu ft refrigerator
7. Sink Cabinet with built in water system - Steel frame with solid wood construction, galvanized countertop, attached 50 gallon fresh water tank, portable waste water tank, water pump
8. T.V. - Samsung 55" T.V. with welded mount
9. Furniture - Reclaimed gym lockers (6); leather sectional, custom size to fit container; leather swivel bar stools (4), round umbrella table with commercial logo umbrella (2)
10. Electrical – Exterior light and outlet; Interior - 5 outlets, 1 USB outlet, industrial galvanized sofa light, bar light, and sink light
11. Painting - White exterior/SFA purple interior - high quality industrial enamel
12. Miscellaneous - Steel wine rack; fire extinguisher; security locks; welded flag holders (2)
13. Branding - 15' banner for top rail; Interior magnetic sign; exterior magnetic sign; exterior wrap that meet SFA's approved school colors and/or logos, etc.
14. Training – Training for assembly and disassembly to be included
15. Delivery and set up – To be completed in 90 days or less from the date of award/contract

2.3.2 Containers must allow for ease of setup and ability to move to different sporting event venues as needed.

2.3.3 Respondent has customized portable hospitality container suites for sporting events for at least three (3) University/College or professional sports organizations. Provide reference information at a minimum: include entity name, contact name, address, telephone number and email address.

2.3.4 Provide a detail specification listing of proposed container cost based on specifications provided and any related images of comparable container suites per our specifications.

2.4 PRICING

Estimated budget cost per container (including transportation, delivery, and set up fee) is \$50,000 per unit. SFA is requesting pricing for one unit as well as total cost of five units in **EXHIBIT C** of this proposal.

**SECTION 3
INSTRUCTIONS TO RESPONDENTS**

3.1 CONTACT INFORMATION

All questions regarding the RFP, or response must be forwarded to the Director of Procurement and Property Services:

Kay Johnson
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.4037
Fax: 936.468.4282
Email: johnsondk6@sfasu.edu

3.2 SUBMITTAL DEADLINE AND LOCATION

All proposals must be received by SFA no later than 5:00pm, Friday, June 7, 2019.

Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

All U.S. Mail addressed to any component of SFA is delivered to a central mail room and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mail room and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered, and receipt by SFA at the central mail room will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the Respondent unopened.

Proposals will be publicly opened Monday, June 10, 2019 at 8:00am in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.

Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

Proposals should be electronically emailed and will be accepted only at the following email address bids@sfasu.edu and must have the subject line RFP #PORTABLE CONTAINER SUITE-2019.

Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.3 SUBMITTAL INSTRUCTIONS

All proposals must be submitted in the format prescribed in Section 3.6.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Each Respondent, by submitting a proposal, represents that the Respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

Proposals shall be signed by a legally authorized representative of the Respondent. Unsigned proposals (Exhibit A) will be rejected as a material failure.

3.4 ACCEPTANCE AND FORMATION OF AGREEMENT

No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

The University reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SFA may award a contract(s) based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The University shall be the sole judge of determining which proposal represents the best value to the University.

3.5 EVALUATION CRITERIA

Award will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and

award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in no particular order. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the university's requirements and goals. The university shall be the sole judge of determining which proposal represents the best value to the university.

Criteria

- a. 50% - Cost;
- b. 25% - Respondent met SFA requested specifications;
- c. 25% - Experience working with other Colleges/Universities or Professional sports organizations in customizing portable container suites; References

3.6 PROPOSAL FORMAT

Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the Respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. **Respondents shall organize their proposal in a point-by-point format below.** Failure to follow point-by-point presentation could be grounds for disqualification.

Proposal shall include the following information and be submitted in the following order:

- a) **Required Submittal – failure to provide any of the following documents will result in disqualification of the proposal from further consideration**
 - i. Exhibit A – Signed Execution of Offer
 - ii. Exhibit B – Acknowledgement of Addenda, if any
 - iii. Exhibit C – Pricing Summary
 - iv. Qualifications and Experience response in accordance with section 2.3 of RFP- Provide detail information addressing all sections 2.3.1 – 2.3.4.
 - v. Respondent's sample form of agreement, including all terms and conditions.

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement not based only on lowest cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.

EXHIBIT A EXECUTION OF OFFER

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, 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 Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:

Texas Family Code Child Support Certification. By signature hereon, Respondent certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

Sales Tax Certification. By signing the Agreement, the Respondent certifies as follows: "Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. By signing the Agreement, a corporate or limited liability company, Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

Payment of Debts to the State of Texas. That pursuant to Section 403.0551, Texas Government Code, the Respondent agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____
Sole Owner should also enter Social Security No.: _____
Respondent/Company: _____
Signature (INK): _____
Name (Typed/Printed): _____
Title: _____
Street: _____
City/State/Zip: _____
Telephone No/Fax No: _____
Email: _____

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RESPONSE.**

**EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _____ Dated _____

Respondent/Company: _____

**Refer to the SFA Procurement and Property Services Department website to
confirm all addenda issued: <http://www.sfasu.edu/purchasing/122.asp>**

**EXHIBIT C
PRICING SUMMARY**

Having carefully reviewed the specifications and related documents affecting the proposal to provide customized portable hospitality container suites for sporting events on the campus of Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

SUMMARY OF COSTS

Provide pricing and requested information listed below:

A. Estimated cost to purchase one (1) customized portable container suite for sporting events based on specifications included herein \$ _____

*Pricing should include all transportation, delivery and setup
(Attach detail specifications included in pricing and photo images of comparable container suites)

B. Estimated cost to purchase five (5) customized portable container suite for sporting events based on specifications included herein \$ _____

*Pricing should include all transportation, delivery and setup
(Attach detail specifications included in pricing and photo images of comparable container suites)

C. Timeframe for completion and delivery: _____