

SECTION 00 04 00

MIDLOTHIAN ISD INSTRUCTIONS TO PROPOSERS

The following Instruction to Proposers were provided by the Midlothian Independent School District and are required to be reviewed by the contractor prior to submitting proposals.

END OF SECTION



INSTRUCTIONS TO PROPOSERS

EXAMINATION OF DOCUMENTS AND SITE

- Each proposer, by making his Proposal, represents that he has read and understands the Proposal Documents. Failure to do so may be materially non-responsive and result in non-consideration of the bid.
- Each proposer, by making his Proposal, represents that he has visited the site, performed investigations and verifications as necessary and familiarized himself with the local conditions under which the Work is to be performed and will be responsible for errors in his proposal resulting from his failure to do so.
- Each proposer by making his proposal represents that his proposal is based upon the materials, systems and equipment required by the Proposal Documents without exception.
- Any and all site visits shall be coordinated through:

Jose Martinez

Midlothian ISD

Email: jose.martinez1@misd.gs

QUESTIONS

- Proposers shall submit questions about the Proposal Documents to the MISD Purchasing Department in writing by the date identified in the proposal. Replies will be issued to proposers as an addendum to the Proposal Documents and shall become a part of the Contract. The Owner will not be responsible for oral clarification.
- Submit all questions to:

Shana Volentine

Midlothian ISD

Purchasing Coordinator

Email: shana.volentine@misd.gs

SUBSTITUTIONS

- Each proposer represents by submitting his proposal that his proposal is based upon the materials and equipment described in the proposal documents

STATUTORY PERFORMANCE BOND AND STATUTORY LABOR AND MATERIAL PAYMENT BOND

- A Statutory Performance Bond and a Statutory Labor and Material Payment Bond will be required of the successful proposer and shall be executed by a surety company acceptable to the Owner and authorized to do business in the State of Texas. Each bond shall be in an amount equal to one hundred percent (100%) of the contract price. The Performance Bond and the Labor and Material Payment Bond may be in one or separate instruments in accord with local law and are to be delivered to the Owner no later than the date of execution of the contract. Failure or neglecting to deliver said bonds, as specified, shall be considered as having abandoned the contract and the proposal security will be retained as liquidated damages.
- Bonds shall be executed by a Surety Company that is:
 - Approved by the school district, and duly authorized and admitted to do business in the State of Texas as determined by the State Board of Insurance.
 - Listed by the United States Department of the Treasury in that issue of the "Federal Register" covering the date on which the bond was executed and the date that Surety Company has obtained reinsurance, if applicable, from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States Secretary of the Treasury.

CERTIFICATE OF LIABILITY INSURANCE

- The successful proposer shall provide a Certificate of Liability Insurance in at least the amount of \$1,000,000.00. The Midlothian Independent School District shall be listed as additional insured.

MODIFICATION AND WITHDRAWAL

- No proposal may be changed, amended or modified after submittal. Proposers may withdraw proposals prior to proposal opening.
- No right or interest in this contract or delegation of any obligation shall be assigned by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all



purposes.

SUBMITTAL

- Submit proposals in accordance with the Request for Proposals.
 - Enclose proposal in an opaque, sealed envelope. Clearly mark on the outside of the proposal envelope:
Project name and CSP Number
Name of proposer
Midlothian Independent School District
- Preparation of Proposals: Proposals shall be submitted on unaltered proposal forms. Fill in all blank spaces. If there are entries (blank spaces) on the proposal form which do not apply to a particular proposer, these entries shall be marked "N.A." (Not Applicable) by the proposer. No proposals will be considered that are amended or are qualified with conditional clauses, alterations, items not called for in the proposal, or irregularities of any kind which, in the Owner's opinion, may disqualify the proposer.
- Proposals meeting the requirements of the CSP shall be considered. Respondents taking exception to the specifications or offering substitutions shall state these exceptions.
- Each proposer shall submit one original, one duplicate copy, and one digital copy saved on a USB Flash Drive of each of the following. All shall be submitted in a single sealed envelope. Electronic signatures are acceptable.:
 - Checklist for CSP 2223-04 (Provided for Reference) *this is not all inclusive of required information, read entire CSP for all information for complete evaluation of submission.
 - Proposer Identification: Contractor shall add a Cover Sheet/Proposer Identification Form that includes the following information:
 - Date
 - Company Name
 - Full Address
 - Phone #
 - Email Address
 - Proposal Form
 - Proposer shall note any contract deviations. Midlothian Independent School District can consider such deviations but is not obligated to accept such deviations
 - CSP Response Form Page 1 and Page 2
 - SB 9 Contractor Certification: Contractor Employees
 - Reference Sheet
 - Felony Conviction Notice (Reference form attached to the end of this Section)
 - 1295 Certificate of Interested Parties - This form must be completed online, printed and signed. (Reference form attached to the end of this Section)
 - Conflict-of-interest Questionnaire (Reference form attached to the end of this Section)
 - Non-collusion & Non-Discrimination Form (Reference form attached to the end of this Section) HB 89/SB 252 Certification Form (Reference form attached to the end of this Section)
 - All other information that responds to the Selection Criteria listed.
 - Each proposer shall submit one original, one duplicate copy, and one digital copy saved on a USB Flash Drive listing any subcontractors to be acquired for this project.
- Proposals received in the District's Business Office after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp in the Business Office shall be the official time of receipt. Proposals MAY NOT be submitted by facsimile or email.
- Pricing submitted on this proposal is firm for a period of **60 Days** from the proposal opening date.
- The person signing the proposal should show the title that gives the authority to bind the firm to a contract.

DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT

- In determining the Selected Offeror, the Owner will evaluate the information derived from the Offeror's (Contractor's) Qualification Statement required herein, the information submitted on the Proposal Form, and other selection criteria including the following Selection Criteria:

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| COST | 25 POINTS | The purchase price will be scored mathematically as a ratio of the proposal price ranking to the total number of proposers. |
| REPUTATION | 15 POINTS | The reputation of the Proposer's goods and services. Items |



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|-------------------------|------------------|--|
| | | considered: Proposer's past relationships with and input from provided project references regarding recommendation of the Proposer, the Proposer's performance as a team player and their ability to work with the Owner on Change Orders and Contingency Allowances. |
| QUALITY | 20 POINTS | The quality of the Proposer's goods and services. Items considered: - Proposer's past performance with input from provided project references regarding the Proposer's quality of craftsmanship - All required items submitted - Information provided in the proposal is clear |
| EXPERIENCE | 20 POINTS | The Proposer's overall experience as well as past record of completing similar size and scope of projects on time. Items considered: - Number of years in business - Number of similar size projects within the past five years - Number of similar scope projects within the past five years – project scope must include working on an existing, operational campus maintaining full functionality. - Proposer's past performance with input |
| WARRANTY WORK | 10 POINTS | The Proposer's response to warranty work requests. Items considered: Proposer's past performance with input from provided project references regarding the ability to perform warranty work in a timely manner. |
| PROJECT TEAM | 5 POINTS | Qualifications of the proposed project manager(s) and project superintendent (s). Items considered: - Time in the construction industry for each individual - Number of K-12 school projects completed by each individual - Time with company for each individual |
| PROJECT SCHEDULE | 5 POINTS | The Proposer's anticipated construction schedule. Items considered: start date, substantial completion date, final completion date, and total construction duration in calendar days. |

- The district does not award/purchase on the basis of low bid alone.
- The District may choose to conduct interviews with proposers as part of the evaluation and selection process. If interviews are necessary will be held at:
Midlothian Independent School District Administration building
100 Walter Stephenson Rd
Midlothian, TX 76065.
- The Selection Committee consisting of Midlothian ISD administrators, consultants and other staff will make an initial evaluation of the proposals. The committee's recommendation will be considered by the Midlothian ISD Board of Trustees ("Board"). The District reserves the right to review the recommendation with others deemed appropriate by the District prior to review by the entire Board. The final decision-making authority on the proposals rests with the full Board.
- The District will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the District that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- The District reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the District. The District also reserves the right as a sole judge of quality and equality.
- A decision regarding determination of the successful Offeror will be made by the District as soon as practical.
- If awarded, the successful vendor(s) will be notified by authorized District personnel.



EXECUTION OF CONTRACT (if applicable)

- The Owner reserves the right to accept any proposal, to reject any and all proposals, or to negotiate contract terms with the various proposers, when such is deemed by the Owner to be in his best interest.
- Notwithstanding delays in the preparation and execution of the formal contract agreement, each proposer shall be prepared, upon written notice of proposal acceptance, to commence work on or before a date stipulated in an official written order of the Owner to proceed.
- The accepted proposer shall assist and cooperate with the Owner in preparing the formal contract agreement, and within 5 days following its presentation shall execute same and return it to the Owner.
- Form for the contract agreement will be AIA Document A101, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum, 2017 Edition. – Or
- The district limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items delivered or picked up and/or services that were not authorized via this method. Therefore, the purchase order number shall appear on ALL itemized invoices and packing slips to ensure payment.
- This contract, once accepted will include the period agreed upon between the District and the vendor(s) to complete the projects listed in the CSP. Any purchase order dated and issued within these dates will be subject to the terms and conditions of this contract.
- If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies (though not just limited to these): purchase the products/services elsewhere and/or cancel the contract.
- Proposals may not be withdrawn without written approval after a contract has been signed or a purchase order executed or after a partial performance of the proposal agreement has begun.
- The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or other cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the District's best interest to do so.

PAYMENT

- The title and risk of loss of the goods/services shall not pass to the District until the District actually takes possession of the goods/services at either the point of sale or the point of delivery.
- On purchase order contracts – itemized invoices shall be issued for only those items/services received. Payment shall not be due until the invoice(s) are submitted after delivery. Pursuant to Texas Government Code 2251.021, payments will be made within thirty (30) days. Invoices shall be mailed directly to:

MISD Business Office

100 Walter Stephenson Rd.

Midlothian, TX 76065

Attn: Accounts Payable

Or

Email to: accounts_payable@misd.gs

TIME OF COMPLETION AND LIQUIDATED DAMAGES

- The contract date will be established as the number of consecutive calendar days as set out on the proposal form from the "Notice-to-proceed" date issued by the Owner.
- Failure of the Contractor to complete the Work by the contract date will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Due consideration will be given to delays as outlined in the Contract.
- The Contractor will pay the Owner the amount indicated on the Proposal Form and in the General Conditions for each calendar day of delay in finishing the Work in excess of time specified for completion, plus authorized time extensions. Execution of the Contract under these specifications shall constitute agreement by the Owner and Contractor that the amount indicated is the minimum value of the costs and actual damage caused by failure of the Contractor to Substantially Complete the Work within the allotted time, that such sum is Liquidated Damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

SALES TAX EXEMPTION

- The Owner qualifies for exemption from State and Local Sales Taxes as set forth in the Supplementary Conditions. Tax exemption certificates will be issued upon request.



TERMINATION OF CONTRACT

- The requirements of Government Code, Chapter 552, Subchapter J - Additional Provisions Related to Contracting Information, applies to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- Each respondent must give notice to the District if a person, owner or operator of the business has been convicted of a felony. The District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.
- Respondents shall note any and all relationships that might be a Conflict of Interest and include such information with the Proposal.
- Please note that a gift to a public servant is a Class A misdemeanor offense if the recipient is a government employee who exercises any influence in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- Pursuant to Texas Government Code Chapter 2271, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. This section does not apply to a sole proprietorship. On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of Chapter 2271 as it existed before the amendment in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of the current Chapter 2271 until further order of this or higher court having jurisdiction over the issue.

ADDITIONAL TERMS AND CONDITIONS

- Delivery of goods/services will be made during normal working hours unless prior approval has been obtained.
- The successful proposer shall possess and maintain criminal background checks for all personnel working on District Property.
- MISD reserves the right to purchase additional services as listed on this proposal subject to the verification of the same or lower prices and conditions as the proposal.
- MISD also reserves the right to waive minor technicalities or formalities considered in the best interest of the district.
- In case of discrepancies within the drawings, within the specifications, or between the drawings and specifications, the better quality and greater quantity, shall be furnished and installed.

END OF DOCUMENT