

Project No. 2021_154

MIDLOTHIAN ISD STADIUM ADDITIONS AND RENOVATIONS
FOR
MIDLOTHIAN ISD

ADDENDUM NO. 1

DATE: October 11, 2021

GENERAL: The following changes, additions or deletions for the above project shall be made to the Contract Documents; all other Conditions shall remain the same. Note: the additions, deletions or changes listed in this Addendum may affect more than the specific instance(s) mentioned. Coordination may be necessary to fully revise cases of duplicate information. The Addendum supersedes current conditions shown. Acknowledge receipt of this Addendum. This addendum forms a part of the Contract Documents and modifies them as follows:

SPECIFICATIONS

- A1.1: SECTION 00 0003, TABLE OF CONTENTS:
REMOVE and REPLACE in its entirety with the attached.
- A1.2: SECTION 00 0007, INSTRUCTION TO BIDDERS:
REMOVE and REPLACE in its entirety with the attached.

ATTACHMENTS:

Spec Section 00_003, Table of Contents
Spec Section 00_0007, Instruction To Bidders



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| | <u>CONTRACT FORMS</u> |
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08 4100 ALUMINUM FRAMED ENTRANCES AND STOREFRONTS
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TITLE

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SEE ATTACHED TABLE OF CONTENTS

DIVISION 22 –PLUMBING
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DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
SEE ATTACHED TABLE OF CONTENTS

DIVISION 25 – INTEGRATED AUTOMATION
NOT INCLUDED

DIVISION 26 – ELECTRICAL
SEE ATTACHED TABLE OF CONTENTS

DIVISION 27 – COMMUNICATIONS
NOT INCLUDED

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY
SEE ATTACHED TABLE OF CONTENTS

31 3116 DIVISION 31 – EARTHWORK
ALL OTHER SECTIONS, REFER TO CIVIL/STRUCTURAL TABLE OF
CONTENTS
TERMITE CONTROL

DIVISION 32 – EXTERIOR IMPROVEMENTS
SEE ATTACHED CIVIL TABLE OF CONTENTS



10/11/2021



REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposals for the work identified below in accordance with Proposal Documents and addenda as may be issued prior to date of proposal opening will be received by the Board of Trustees, Midlothian Independent School District, until proposal closing date and time, as identified below. Proposals from Offerors will then be opened in public and read aloud.

OWNER: **Midlothian Independent School District**
100 Walter Stephenson Road
Midlothian, TX 76065

ARCHITECT: **Orcutt Winslow**
222 W. Las Colinas Blvd. Ste. 749E
Irving, TX 75039

PROJECT: **CSP 2122-005 Multi-Purpose
Stadium Additions & Renovations**
Midlothian Independent School District
Midlothian, Texas

BUDGET: **\$2,750,000.00**

PRE-PROPOSAL **Tuesday, October 19, 2021; 10:00 AM at the Midlothian Independent School District
Administration Building, 100 Walter Stephenson Rd, Midlothian, TX 76065.**
Representatives of the Architect, Owner and Consulting Engineers will be present at this meeting. All Offerors are encouraged to attend.

PROPOSAL DATE **Proposal Due: Tuesday November 2, 2021,**
2:00 PM AND TIME:

LOCATION OF **Midlothian Independent School**
District PROPOSAL **Administration Building**
OPENING: 100 Walter Stephenson
Rd Midlothian, TX 76065

Proposal Documents will be available after October 7, 2021. Qualified Offerors (General Contractors) may obtain a free electronic copy of the Drawings and Project Manual.

A link to the digital copies of the drawings and project manual may be obtained from the MISD Website and or Ms. Shana Volentine, e-mail: shana.volentine@misd.gs and Brian Harlan from Orcutt | Winslow, email: harlan.b@owp.com.

All proposals must be in the hands of the Owner no later than the time specified above. Please seal all proposals in duplicate in an envelope with the following information on the face of the envelope.

Name of Offeror (General Contractor)
**CSP 2122-005 Multi-Purpose Stadium Additions &
Renovations**
Midlothian Independent School District

The Owner reserves the right to reject any and all proposals and to waive any irregularities in the Competitive Sealed Proposal process. No proposal shall be withdrawn within 30 days after the proposal opening without the specific consent of the Owner.



PROPOSAL BOND: A Proposal Bond from a bonding company acceptable to the Owner or a certified check in an amount equal to five percent (5%) of the greatest amount of proposal must accompany each offeror's proposal.

PAYMENT BOND AND PERFORMANCE BOND: A Payment Bond and Performance Bond, each in an amount equal to 100 percent (100%) of the Contract Sum conditioned upon the faithful performance of the Contract will be required. Please note that all bonding companies presented must be acceptable to the Owner.

The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas.

All Offerors submitting a proposal are encouraged to attend the proposal opening. Subcontractors and suppliers intending to submit proposals to Construction Offerors are required to prepare their proposals based on a complete set of proposal documents. If after reviewing the complete set of proposal documents, Subcontractors and supplier Offerors desire to purchase individual drawings and specification sections for their proposal convenience, they may do so by ordering the specific drawings and specifications directly from the reproduction company.

All Offerors submitting a proposal are encouraged to visit the site.

END OF DOCUMENT



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 familiarize 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:

Rola Fadel

Midlothian ISD

Director of Architecture & Facilities

Email: rola.fadel@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 Architect and Owner will not be responsible for oral clarification.

- Submit all questions to: **Shana Volentine**

Midlothian ISD

Purchasing Agent

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 the proposal in an opaque, sealed envelope. Clearly mark on the outside of the proposal envelope: Project name
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 2122-005 (Reference form attached to the end of this Section)
 - 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)
 - Any 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 the 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:

| | | |
|-------------------|------------------|---|
| COST | 25 POINTS | The purchase price will be scored mathematically as a ratio |
| REPUTATION | 10 POINTS | The reputation of the Proposer's goods and services. Items |



| | | |
|-------------------------|------------------|--|
| | | 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 | 10 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 | 15 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 CLOSEOUT | 10 POINTS | The Proposer's record of closing out projects expeditiously. Items considered: Proposer's past performance with input from provided project references regarding the closeout process duration. |
| PROJECT TEAM | 15 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, architects, 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

- 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 the 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.
- 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 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



BASE PROPOSAL FORM
CSP/RFP 2122-005 Multi-Purpose Stadium Additions &
Renovations

PROJECT: Multi-Purpose Stadium Additions & Renovations
Midlothian Independent School District
Midlothian TX

PROPOSAL OF: _____
(Name of Offeror) (Date)

TO: Midlothian Independent School District
100 Walter Stephenson Road
Midlothian, TX 76065

Dear Sir/Madam:

Having examined the drawings, project manual, and related documents and having inspected the site of proposed work, I (we) agree to furnish all labor, materials, and to perform all work described in the specifications and shown on the drawings in the sum of:

BASE PROPOSAL:

_____ DOLLARS
(\$ _____).

Alternate No. 01 - Stadium Concrete and Fencing Repairs:

_____ DOLLARS
(\$ _____).

Alternate No. 02 - Stadium Bleachers and Restroom Renovations:

_____ DOLLARS
(\$ _____).

Alternate No. 03 - Pressbox Control Room:

_____ DOLLARS
(\$ _____).

Alternate No. 04 - Straight Shaft Piers at the Athletic Office Building:

_____ DOLLARS
(\$ _____).



Alternate No. 05 - Moisture Conditioning of the Soil at the Athletic Office:

_____ DOLLARS
(\$ _____).

Alternate No. 06 - Shallow Foundation at the Athletic Office Building:

_____ DOLLARS
(\$ _____).

NOTE: Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

SCHEDULE

The overall schedule is critical to the success of this project. Contractor shall bid the time for substantial completion and final acceptance and the additional time for the specified alters in the spaces provided above. The project schedule is as follows:

| | |
|---------------------------------------|---|
| Anticipated Board Approval: | December 13, 2021 |
| Anticipated Notice to Proceed: | December 14, 2021 |
| Substantial Completion: | July 29, 2022 |
| Project Final Completions: | 30 days after Substantial Completion |

Respectfully Submitted

Company / Entity Name

By: _____

Printed Name

Title

Address

Phone Number

Email



Note: Affix seal and authorization if bidder is a corporation.

In the event an award of a contract to the undersigned, the undersigned will (1) furnish a performance and payment bond for full amount of the contract as specified herein, (2) secure proper compliance with the terms and provisions of the contract, (3) insure and guarantee the work until final completion and acceptance and (4) guarantee payment of all



lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed shall be accepted when the District is satisfied that work is fully completed and finished in accordance with the plans and specifications.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged for the following addenda to bid proposal:

Addendum No. 01 Dated: _____ Received: _____

Addendum No. 02 Dated: _____ Received: _____

Addendum No. 03 Dated: _____ Received: _____

Addendum No. 04 Dated: _____ Received: _____



CSP RESPONSE FORM (Page 1)

2021-005 Multi-Purpose Stadium

Additions & Renovations

To: Midlothian ISD
Attention: Shana Volentine
100 Walter Stephenson Rd
Midlothian, Texas 76065

From:

Company Name

Address

City/State/Zip

Area Code & Phone Number

Fax Number

E-mail Address

Federal Tax Identification Number

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions and Specifications contained herein, and that if accepted by the Midlothian Independent School District, all of the provisions are part of a binding contract between the MISD and our company. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm or cooperation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Owner or Legally Authorized Representative

Signature

Title

Date

RETURN THIS PAGE

CSP RESPONSE FORM (Page 2)
2021-005 Multi-Purpose Stadium
Additions & Renovations

Remittance Address (if different):

Address

City/State/Zip

All purchases must occur with a district purchase order.

1) Our firm will accept orders using district purchase orders. YES ☐ NO ☐

2) Our firm hold a HUB certification. YES ☐ NO ☐
If YES, please provide a copy of your certification with your response.

3) Our firm holds a MWBE/SBE Certification YES ☐ NO ☐
If YES, please provide a copy of your certification with your response.

ADDITIONAL INFORMATION (If Applicable)

If your organization has multiple store locations, please list all store locations that will agree to all the terms and conditions set forth in this proposal/bid document. Please list additional store locations below (attach additional information if needed).

RETURN THIS PAGE



REFERENCES

Please list your references

1. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

2. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

3. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____



CHECKLIST FOR CSP
**2122-005 Multi-Purpose Stadium
Additions & Renovations**

- _____ Proposal Form
- _____ CSP Response Form (Page 1 & 2)
- _____ Reference Sheet
- _____ SB 9 Contractor Certification: Contractor Employees
- _____ Felony Conviction Notice
- _____ 1295 Certificate of Interested Parties
- _____ Conflict-of-Interest Questionnaire
- _____ Non-Collusion & Non-Discrimination Form
- _____ Resident and Non-Resident Form
- _____ Statement of Debarment
- _____ HB 89/SB 252 Certification Form

SB 9 Contractor Certification: Contractor Employees

Background: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to Midlothian ISD that they have complied and must obtain similar certifications from their subcontractors. *See SB 9 Contractor Certification: Subcontractor attachment.* The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Midlothian ISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by Midlothian ISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school; (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Midlothian Independent School District ("Midlothian ISD") that [check one]:

[] None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[] Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify Midlothian ISD in writing within 3 business days.
- (3) Upon request, Contractor will provide Midlothian ISD with the name and any other requested information of covered employees so that Midlothian ISD may obtain criminal history record information on the covered employees.

If Midlothian ISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at Midlothian ISD.

I also certify to Midlothian ISD on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22.
Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date



Felony Conviction Notice

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

#44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

Senate Bill 1, passed by the State of Texas Legislators, 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 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 conviction has been reviewed by me and the following furnished information is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company Official’s Name: (please print)

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): _____

Details of Conviction: _____

Signature of Company Official: _____

THIS COMPLETED FORM MUST BE RETURNED WITH PROPOSAL

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|-------------------------------|---|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

5 Check only if there is NO interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity _____

Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

My signature certifies that the accompanying Proposal:

1. Is not the result of, or affected by, an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupation qualification reasonably necessary to the normal operations of the Seller, The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
4. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Seller shall include the provisions of the foregoing paragraphs 2, 3 and 4 in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller:

NAME OF SELLER:

ADDRESS:

CITY & STATE:

NAME: (Print)

Signature:

TITLE: _____ DATE: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Signature: _____

Printed Name: _____

.....

I certify that _____ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes _____ No _____

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and signing this certificate, this Proposer:

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm’s Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official’s Name: _____
(*Typed or printed*)

Title of Authorized Representative: _____
(*Typed or printed*)

Signature of Authorized Company Official: _____

Date Signed: _____



CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS
& BOYCOTTING OF ISRAEL**

[Govt Code 808 (HB89) and Govt Code 2252 (SB252)]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Initials of Authorized Representative of Vendor

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

MISD PURCHASING OFFICE (INTERNAL REVIEW): SB 2252 Certification

Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the lists (Circle one).

Verified by: _____