



Midlothian ISD
Instructions to Proposers
CSP# 2122-011 Synthetic Turf Replacement

Midlothian ISD is seeking proposals from qualified contractors for the following projects:

1. The replacement of existing synthetic turf at Heritage High School football field. Proposed replacement turf must meet or exceed the attached MISD specifications.

Proposers are highly recommended to visit the site prior to proposing. Site visits should be coordinated through:

Ray Hydes, Facilities/Stadium Manager
ray.hydes@misd.gs
469-856-5289

Shana Volentine, Purchasing Agent
shana.volentine@misd.gs
469-856-5032

Timeline

| | |
|-------------------------------|-------------------|
| CSP Issue Date | February 10, 2022 |
| Questions Due | February 21, 2022 |
| Final Addenda | February 22, 2022 |
| CSP Due Date | March 1, 2022 |
| Anticipated Recommendation | March 21, 2022 |



MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT REQUEST FOR COMPETITIVE SEALED PROPOSAL

Requests for proposals for the *Synthetic Turf System Replacement/Design/Installation* work identified in accordance with the documents and addenda as may be issued prior to the date of proposal opening will be received by the Midlothian Independent School District ("District"). Proposals will be accepted by the MISD Business Office until 2:00 PM March 1, 2022.

A link to the digital copy of this proposal may be obtained from the MISD Website and/or Shana Volentine, email shana.volentine@misd.gs. All proposals must be in the hands of the Owner no later than the time specified above. Please seal all proposals in duplicate, along with a USB drive copy submitted within an envelope clearly marked "CSP 2122-011 Synthetic Turf"

All packets shall be hand delivered or mailed to:

**MIDLOTHIAN ISD
BUSINESS OFFICE
100 WALTER STEPHENSON RD
MIDLOTHIAN, TX 76065
ATTN: Shana Volentine**

Standard Terms & Conditions:

1. Each proposer, by making his Proposal, represent 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.
2. 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.
3. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. The District also reserves the right as sole judge of quality and equality.



4. Proposals meeting the requirements of the CSP shall be considered. Respondents taking exception to the specifications or offering substitutions shall state these exceptions.
5. 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.
6. Each proposer, by making his proposal, represents that his proposal is based upon the materials, systems and/or equipment required by the Proposal Documents without exception.
7. The District limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items/services delivered or picked up that were not authorized via this method. Therefore, the purchase order number shall appear on ALL itemized invoices and packing slips to ensure payment.
8. Itemized invoices shall be issued for only those items 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, Texas 76065, Attn: Accounts Payable or email to accounts_payable@misd.gs.
9. The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law. Do not include tax in any proposal totals. Tax exemption certificates will be issued upon request.
10. 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 may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.
11. 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.
12. 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.
13. Respondents shall submit all questions concerning the proposal 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 with subject line **CSP 2122-011 Synthetic Turf Questions** to:

Shana Volentine
Purchasing Agent
email – shana.volentine@misd.gs



14. Respondents shall note any and all relationships that might be a Conflict of Interest and include such information with the proposal.
15. 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.
16. The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or 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.
17. Each proposer, by making his proposal, represents that he has visited the site, performed investigations and verification 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.

Additional Proposal Terms & Conditions:

1. Delivery of services will be made during normal working hours unless prior approval has been obtained.
2. 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.
3. Proposals not signed will be disqualified. The person signing the proposal should show the title that gives the authority to bind the firm to a contract. Electronic signatures are acceptable.
4. The successful proposer shall provide a Certificate of Liability Insurance in at least the amount of \$1,000,000. The Midlothian Independent School District shall be listed as additional insured.
5. The successful proposer shall possess and maintain criminal background checks for all personnel working on District property.
6. The 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.
7. Proposals meeting the requirements of the RFP/CSP shall be considered. Respondents taking exception to the specifications or offering substitutions shall state these exceptions.
8. Pricing submitted on this proposal is firm for a period of **60 Days** from the proposal opening date.



Submissions and Evaluation:

1. Your proposal, in order to be considered, must include the properly executed CSP Response Form(s) and those other items and/or attachments as specified in this document. Responses must be legible in order to be considered.
2. The District will evaluate various factors to determine which vendor(s) will be selected. The district does not award contracts on pricing alone.
3. The District reserves the right to conduct any tests, evaluations or comparisons it deems necessary to complete the evaluation process.
4. The Board of Trustees for the District is expected to take action on this bid on March 21, 2022. If awarded, the successful vendor(s) will be notified by authorized MISD personnel.

EVALUATION CRITERIA

Per Section 44.031(b) of the Education Code, "In determining to whom to award a contract a district shall consider;

1. Purchase price; 25 points
2. Reputation of the vendor and of the vendor's goods or services; 20 points
3. Quality of the vendor's goods or services; 15 points
4. Extent to which the goods or services meet the District's needs; 15 points
5. Vendor's past relationship with the District; 10 points
6. Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; 2 points
7. The long total long-term cost to the District to acquire the vendor's goods or services; 0 points
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: 3 points
 - A) Has its principal place of business in this state; or
 - B) Employs at least 500 persons in this state; and
9. Any other relevant factor specifically listed in the request for bids or proposals. 10 points

Total Points - 100 points



Midlothian ISD reserves the right to reject any or all proposal and to waive formality in connection therewith.

Contact between vendor(s) and user department(s) during the request for sealed proposal process or evaluation process is prohibited.

Period of Performance:

The period of this agreement shall be from the date of award through the negotiated time frame. Project start date is May 1, 2022 and completion date is anticipated for June 30, 2022. All purchase orders for these services dated and issued within these dates will be subject to the terms and conditions of this proposal.

Timeline

| | |
|----------------------------------|-------------------|
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INFILLED SYNTHETIC TURF

1.0 GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this section.

1.2 SCOPE OF WORK

Furnish all labor, materials, tools and equipment necessary to install, in place, all synthetic turf material as indicated on the plans and as specified herein. The installation of all new materials shall be performed in strict accordance with the manufacturer's written installation instruction, and in accordance with all approved shop drawings.

- A. Prior to order of materials, the Turf Contractor shall submit the following:

1. Product Data including Independent Test Lab Results
2. Installation Details
3. Sample Warranty
4. Field layout and striping plans
5. Details on construction, especially any details that may deviate from plans and specifications.

- B. Prior to the beginning of installation, the manufacturer/installer of the synthetic turf shall inspect the subbase and supply a Certificate of Subbase Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.

- C. Prior to Final Acceptance, the Turf Contractor shall submit to the Owner three (3) copies of Maintenance Manuals, which will include necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and striping.

1.3 SHOP DRAWINGS

- A. Shop drawings shall be prepared at the scale of the construction documents and contain all pertinent information regarding installation. These drawings shall be submitted to the Owner for approval prior to the manufacturing and shipment of materials.

- B. Submit drawings for:

1. Installation details; edge detail, goal post detail, other inserts and covers, etc.
2. Striping plan; layouts showing any field lines, markings and boundaries, and field logos per project drawings.

1.4 QUALITY ASSURANCE

- A. Manufacturer/Installer's Experience:

The synthetic turf installer/manufacturer shall have manufactured and installed at least fifty (50) acceptable installations of full-size football or soccer fields (minimum of 70,000 SF) in the United States within the past five (5) years with tufted, helix-shaped monofilament fiber synthetic turf

infilled with a layered system of pea gravel and rubber. Provide this listing with the bid.

The Turf Contractor shall employ only qualified, experienced supervisors and technicians skilled in the installation of the specified system.

B. Turf Contractor shall meet the following criteria:

1. Turf Contractor must have proper Contractors license, authority to do business in the state bidding, in good standing, and have never had revocation of the same.
2. Turf Contractor must have been in business for ten (10) years under the same name and corporate organization.
3. Turf Contractor must have NOT had a Surety or Bonding Company finish work on any contract within the last ten (10) years.
4. Turf Contractor must have not been disqualified or barred from performing work for any public Owner or other contracting entity in the last ten (10) years.
5. Turf Contractor must not be currently involved with any patent or trademark litigation, specifically being sued or suing for patent infringement.
6. Turf Contractor must be a member of American Sports Builders Association (A.S.B.A) for more than 10 years and be in good standing with the association and must have a Certified Field Builder on staff during the bidding and construction process.
7. Any Turf Contractor which has been in business for less than 10 years, had a name change within that time period or has changed/modified its name or had a legal structure change, has had a 35% change in ownership in the last 10 years, will not be considered as a contractor or supplier.
8. Turf Contractor must be a single source contractor. The contractor must install the synthetic turf and the base construction or repair with its own employees (not subcontractors) and must self-perform 100% of total scope of work.
9. Turf Contractor must utilize the Field Lock System US Patent #7,838,096 and have Field Lock certification.
10. Turf Contractor shall use helix technology, patent pending, on the turf fibers during the manufacturing/extrusion process of the synthetic turf system.
11. Turf Contractor must manufacture its own fiber and synthetic turf, two-step distribution is not acceptable. Turf Contractors who do not manufacture their own fiber and synthetic turf shall be disqualified.
12. Turf Contractor must have manufactured its own synthetic turf for at least 10 years.
13. Turf Foreman must currently be employed by Turf Contractor and have been an employee not subcontractor of Turf Contractor for at least the last five years.
14. Turf Contractor must be a member of the Synthetic Turf Council.
15. Turf Contractor must self-perform the laser grading of the stone, curb work, drainage work and all other site work associated with the construction of the synthetic turf field.

17. Turf Contractor must provide liability insurance policy with aggregate umbrella liability coverage of \$10,000,000.
18. The synthetic turf system must have been in service in the U.S. for at least ten years.
19. The Turf Contractor shall install a 19mm elastic layer pad that is paved into place over the laser-graded stone foundation of the turf field. Only factory trained technicians skilled in the installation process shall execute the placement of the elastic layer system.
20. The Turf Contractor shall have 10 years of experience in the installation of elastic layer systems. The contractor shall also have at least eighty (80) acceptable elastic layer installations in the United States of the exact specified product within the past ten (10) years.

C. Warranty:

The Turf Contractor shall submit the synthetic turf manufacturer's warranty. The warranty guarantees the usability and playability of the synthetic turf system for its intended uses for an eight (8) year period commencing with the date of Substantial Completion.

1. The warranty submitted must have the following characteristics:
 - a. Must provide coverage for eight (8) years from the date of Substantial Completion.
 - b. Must warrant materials and workmanship.
 - c. Must verify through a third party that the materials installed meet or exceed the product specifications.
 - d. Must have a provision to either make a cash refund or repair or replace such portions of the installed materials that are no longer serviceable to maintain a serviceable and playable surface.
 - e. Must be a manufacturer's warranty from a single source covering workmanship and all self-manufactured or procured materials.
 - f. Turf Contractor must provide a full eight year third party insured warranty on the synthetic turf with an aggregate coverage of \$10,000,000.

1.5 EXISTING CONDITIONS

- A. If the surface on which the new synthetic turf system is to be placed is an existing asphaltic/concrete base, the Turf Contractor will be responsible for any damage to the concrete during removal/installation of the synthetic turf system. The football goal posts, if any, are to be removed and reinstalled by the General Contractor to facilitate the installation of the new synthetic turf system.
- B. If the surface on which the new synthetic turf system is to be placed is a new asphaltic concrete base or a new base of porous aggregate, the Turf Contractor will be responsible for any damage to the subbase during removal/installation of the synthetic turf system *after* the deficiencies (if any) have been corrected as noted on the Certificate of Subbase Acceptability.

1.6 SCHEDULE

- A. Turf Contractor shall complete all work on the synthetic turf system in accordance with the published project schedule.
- B. The Turf Contractor will require unencumbered use of an area within 30 feet of the synthetic turf area(s) being installed in order to complete his work. Turf Contractor shall also be afforded unencumbered access through the construction site to reach the turf field area being installed.

1.7 SURFACE AREA

- A. The Turf Contractor is to verify all measurements.

1.8 UTILITIES

- A. Owner/Prime Contractor will supply necessary water, adequate lighting and electricity for installation. Owner/Prime Contractor shall permit the use of toilet and wash up facilities.

2.0 PRODUCTS **Proposers should consider it as a minimum standard with an equal to, or exceeds proposal of their own.*

2.1 MATERIALS

- A. Synthetic turf shall be comprised of a helix-shaped mono fiber tufted and coated with a secondary backing of high grade polyurethane. The synthetic turf yarn shall be comprised of a C8-based linear low density polyethylene polymer (LLDPE) with a 10,000 PPM UV Stabilizer. The fibers shall be tufted to a finished pile height of approximately 2" (+/-1/8"). The turf fabric shall be filled with a layered system of pea gravel and rubber.
- B. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, should be able to withstand full climatic exposure in all climates, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing subbase and into the field drainage system.
- C. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be suitable for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.
- D. Pile yarn (Polyethylene) shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants.
- E. Infill material shall be a layered system of pea gravel and rubber in accordance with the manufacturer's recommendations and the owner's preference and shall be constructed in accordance with the United States Patent #6,800,339 B. No other infill will be accepted.
- F. Perimeter and interior edge details, underground storm sewer piping and connections, and goal post foundations required for the system shall be as detailed and recommended by the manufacturer, and as approved by the Owner.
- G. Basis of Design: Matrix with helix shape memory technology, or equivalent.

| | <u>Standard</u> | <u>Property</u> | <u>Specification</u> |
|----|---|--------------------------------------|---|
| 1 | ASTM D418/D5848 | Pile Weight | 46 oz. /Sq. Yd. |
| 2 | ASTM D5848 | Primary and Secondary Backing Weight | 7.9 oz. /Sq. Yd. |
| 3 | ASTM D5848 | Secondary Coating Weight | 20-26 oz. /Sq. Yd. |
| 4 | ASTM D5848 | Total Weight | 73.9-79.9 oz. /Sq. Yd. |
| 5 | ASTM D1907 | Yarn Denier | 12,400 |
| 6 | ASTM D418/D5848 | Pile Height | 2" (+1/8") |
| 7 | ASTM D5793 | Tufting Gauge | 1/2" |
| 8 | ASTM D5848 | Primary Backing | Tri-layer woven Polypropylene |
| 9 | ASTM D5848 | Secondary Coating | Polyurethane |
| 10 | ASTM D1335 | Tuft Bind without Infill | 10 lbs. +/- |
| 11 | ASTM D1682/D5034 | Grab Tear (length) | >300 lbs. Force |
| 12 | ASTM D1682/D5034 | Grab Tear (width) | >350 lbs. Force |
| 13 | ASTM D4991 | Carpet Permeability | >40 inches/hour |
| 14 | ASTM D2859 | Flammability (Pill Burn) | Pass |
| 15 | ASTM F355 | G-max (Impact Attenuation) | < 85-125 at installation < 175 over warranty life |
| 16 | ASTM E-11 | Realfill™ Infill | 4.5 - 6 lbs +/- per square foot |
| 17 | | Fabric Width | 15' |
| 18 | | Perforation | 3/16" Holes 4" X 4" |
| 19 | ASTM D3218 | Yarn | Average thickness 170 microns C8 LLDPE Resin 10,000 PPM UV Stabilizer |
| 20 | | Shock Pad | Material: 1-5 mm SBR Rubber, mineral aggregate and moisture cured polyurethane binder. Thickness: 19mm Density: 52 lbs / cu ft Weight: 40 lbs / sy |
| 21 | All characteristics listed above nominal +/- 5% | | |

The synthetic turf specification Basis of Design that is a part of this proposal package is only intended as a guide line. MISD is not intending it as a sole source specification. Proposers should consider it as a minimum standard with an equal to, or exceeds proposal of their own.

3.0 EXECUTION

3.1 GENERAL

- A. The installation shall be performed in full compliance with approved shop drawings.

- B. Only factory-trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the synthetic turf manufacturer's installation supervisors shall undertake the placement of the system.
- C. The surface to receive the synthetic turf shall be inspected and certified by the turf manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

3.2 INSTALLATION

- A. The subbase and curbs shall be inspected by the Engineer or Sitework Contractor by means of a laser level and plotted on a 10-foot grid. Based upon the Turf Contractor's inspection of the topological survey, the Sitework Contractor shall fine grade the subbase suitably - including properly rolling and compacting the base to achieve a surface planarity within $\frac{1}{4}$ " in 10 feet (+0, - $\frac{1}{4}$ "0). OWNER, ENGINEER OR PRIME CONTRACTOR SHALL NOT APPROVE THE SUBBASE FOR TOLERANCE TO GRADE WITHOUT OBTAINING THE TOPOLOGICAL SURVEY.
- B. The Turf Project Superintendent shall thoroughly inspect all materials delivered to the site both for quality and quantity to assure that the entire installation shall have sufficient materials to maintain the schedule and proper mixing ratios.
- C. Synthetic turf shall be loose laid across the field and attached to the perimeter edge detail. Turf shall be of sufficient length to permit full cross-field installation. No head or cross seams will be allowed, except as required for inlaid fabric striping or to accommodate programmed cut-outs.
- D. All seams shall be flat, tight, and permanent with no separation or fraying. All seams and markings shall be adhered to a special tape with a single component, high strength polyurethane adhesive applied per the Turf Supplier's standard procedures for outdoor applications.
- E. Infill materials shall be properly applied in numerous thin lifts using special broadcasting equipment to produce a layered system of pea gravel and SBR rubber particles. The turf shall be raked and brushed properly as the mixture is applied. The layered system of pea gravel and rubber infill materials can only be applied when the turf fabric is dry.
- F. Weather/climatic conditions may be a factor in delay of installation, but shall not warrant the accrual of additional liquidated damages. Should the ambient outdoor temperature fall below 45 degrees Fahrenheit, the Turf Contractor and Owner will discuss available options and/or stoppage of work. However, the final decision shall be at the Turf Contractor's discretion.

3.3 FIELD MARKINGS AND DECORATIONS

- A. Field markings and decorations shall be installed in accordance with approved project shop drawings.

3.4 CLEAN UP

- A. Turf Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.
- B. All usable remnants of new material shall become the property of the Owner.
- C. The Turf Contractor shall keep the area clean throughout the project and clear of debris.
- D. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a

clean, immaculate condition ready for immediate occupancy and use by the Owner.

4.0 OTHER MATERIALS AND EQUIPMENT

A. Maintenance Equipment

Provide one (1) towed, non-powered Turf Sweeper with hitch, excluding prime mover vehicle. The sweeper attachment shall be of sufficient size to cover a 36" wide swath in a single pass. The sweeper attachment shall be fitted with synthetic bristle brushes as recommended by the synthetic turf manufacturer and shall be used primarily to collect surface debris.





BASE PROPOSAL
FORM CSP 2122-011

Synthetic Turf Replacement/Design/Installation

PROPOSAL OF: _____
(Name) (Date)

TO: President of the Board of Trustees
Midlothian Independent School District
100 Walter Stephenson Road
Midlothian, TX 76065

Dear Sir/Madam:

Having examined all 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:

HERITAGE HIGH SCHOOL

BASE PROPOSAL – Turf Design & Installation including 19mm E-Layer:

_____ DOLLARS
(\$ _____).

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

IMPORTANT: Provide a Pay Application with a detailed Schedule of Values broken out by labor and material.



CSP RESPONSE FORM (Page 1)

2021-011 Synthetic Turf Replacement

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)
2021-011 Synthetic Turf Replacement

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, provide a copy of your certification with your response.

3) Our firm holds a MWBE/SBE Certification YES ☐ NO ☐
If YES, 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: _____

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: _____



CHECKLIST FOR CSP 2122-011

- _____ Response Form Pg 1
- _____ Response Form Pg 2
- _____ Base Proposal Form
- _____ Reference Sheet
- _____ Certification – HB 89 and SB 252
- _____ Felony Conviction Notice
- _____ Debarment/Suspension form
- _____ Non-Collusion and Non-Discrimination form
- _____ Conflict of Interest Questionnaire
- _____ Resident/Non Resident form
- _____ Form 1295 – Certificate of Interested Parties (this form must be done online, printed and signed)
- _____ W-9