

PRIDDY INDEPENDENT SCHOOL DISTRICT

July 13th, 2022

REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)

CSP – District Improvements

The Priddy Independent School District (PISD) invites qualified construction firms to submit Proposal responses for *CSP – District Improvements*. Proposal responses will be received until the time and date indicated below, by the Priddy Independent School District, District Offices, 1375 SH 16 North, Priddy Texas, 76870. The package containing your Proposal response (1 original and 3 copies) should be plainly marked:

Competitive Sealed Proposal for:

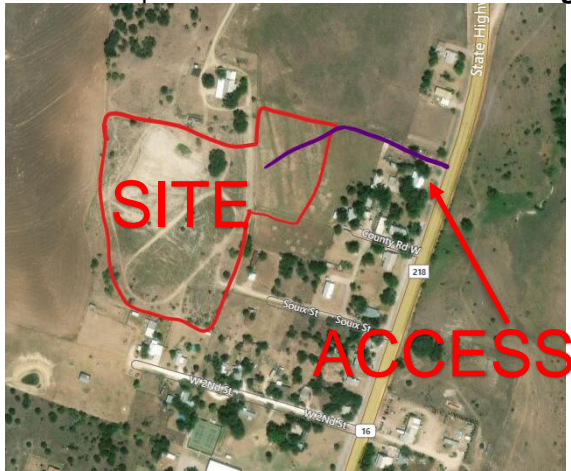
DISTRICT IMPROVEMENTS, 2021-DI2

Closes 2:00 p.m., August 16th, 2022

The PISD Board of Trustees reserves the right to reject any and / or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

No proposals may be withdrawn for a period of forty-five (45) days subsequent to the deadline for receipt of Proposal responses without the prior written consent of the PISD Board of Trustees.

A Pre-Proposal Conference will be held at 10:00 a.m., Thursday, July 28th, Priddy Track and Field Site in Priddy, Texas. The conference is not mandatory but is highly recommended. We do not anticipate having additional walkthroughs or site visits; therefore, any personnel or subcontractors who have a need to visit this site should plan to attend this conference. **A sign in sheet will be provided on the track and field site.**



Thank you for your interest.

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SECTION I - INSTRUCTIONS TO PROPOSERS

Pursuant to the provisions of Texas Government Code, in particular Section 2269, the Priddy Independent School District ("PISD" or the "District") is seeking Proposal responses from construction firms ("Proposer") qualified and experienced in providing construction services related to the construction project described herein. The Scope of Services is detailed in Section III of the RFCSP.

This Request for Competitive Sealed Proposals (RFCSP) contains information and instructions to enable interested Proposers to prepare and submit a Proposal and describes the terms and conditions that the successful Contractor will be expected to accept as part of the performance of the Contract. The RFCSP should be carefully reviewed in its entirety.

1. **PRE-RESPONSE QUESTIONS.** All questions regarding clarification or interpretation of the RFCSP will be submitted in writing by the Proposer, and must be received by **2:00 August 12th**. No questions will be addressed unless provided in writing. All correspondence pertaining to this RFCSP will be addressed to :

Kurt Schwerdtfeger
O'Connell Robertson
Kschwerdtfeger@oconnellrobertson.com
811 Barton Springs, Ste 900
Austin, Tx, 78704
512-478-7286

- 1.1. Inquiries about the project and RFP document should be addressed to Kurt Schwerdtfeger, O'Connell Robertson in writing, either by facsimile or by e-mail. Verbal requests for clarification or additional information will not be addressed and will not be binding.
 - 1.2. PROPOSERS ARE REMINDED THAT VERBAL RESPONSES OR CONVERSATIONS ARE NOT BINDING - ONLY QUESTIONS ANSWERED BY FORMAL WRITTEN ADDENDA WILL BE BINDING AND WILL BE MADE PART OF THE PROPOSAL DOCUMENTS.
 - 1.3. All interpretations or clarifications considered necessary by and approved by PISD, in response to proposer's request, will be issued by written Addenda.
 - 1.4. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.
 - 1.5. PISD is not responsible for any other explanation or interpretations, which anyone presumes to make.
 - 1.6. Any interpretations, corrections, approvals, supplemental instructions or changes to the Proposal Documents will be made by written Addenda. Sole issuing authority of addenda shall be vested in the Priddy Independent School District.
2. **PRE-PROPOSAL CONFERENCE.**
 - 2.1. A Pre-Proposal Conference will be held at **Thursday, July 28th at 10:00 AM., C.S.T.** on the Priddy Track and Field Site in Priddy Texas. Located ½ mile north of the District Offices.
 - 2.2. The conference is not mandatory but is highly recommended.
 - 2.3. We do not anticipate having additional walkthroughs or site visits; therefore, any personnel or subcontractors who have a need to visit this site should plan to attend this conference.
 - 2.4. All vendors must sign in at the front desk and obtain a visitor's badge prior to attending the meeting.
 - 2.5. A current driver's license is required to sign in.
 - 2.6. If additional site visits are required, you must contact the District's Buyer to set up a date and time. You will be required to sign in again at the front desk as well as have a District escort.
3. **PREPARATION OF PROPOSALS.**
 - 3.1. **Response.** Each Proposer shall furnish the information required by this RFCSP. The person signing the Proposal response must be an authorized representative of the proposing firm. All erasures or other changes must be initialed by the submitting party.

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- 3.2. **Exceptions.** If any exceptions are taken to any portion of the RFCSP, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal response. Failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the RFCSP as proposed by the District. The District reserves the right to reject a proposal response containing exceptions, additions, qualifications or conditions not called for in this RFCSP.
- 3.3. **Tax Exemption.** The District is usually exempt from City, State and Federal Taxes. Proposal responses may not include exempted taxes. If it is determined that tax was included in the Proposal response, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request. Under no circumstances shall the District be liable to pay exempt taxes under any Contract.

4. **SUBMISSION OF PROPOSAL RESPONSES.**

4.1. **Submission.**

- 4.1.1. The Proposal response shall be returned in an envelope or package marked on the outside with the Proposer's name, address and RFCSP number.
- 4.1.2. Proposal responses must be returned in sufficient time so as to be received and time stamped in the Priddy Independent School District Office **before** the time and on the date shown on this RFCSP. It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal response. The District will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer. FAX RESPONSES WILL NOT BE CONSIDERED.
- 4.1.3. Receipt of an Addendum must be acknowledged by signing and returning the addendum with the Proposal response or under separate cover prior to the due date. If the Addendum is submitted under separate cover, the document must be returned in a sealed envelope marked on the outside with the Proposer's name, address and Proposal number, indicating the RFCSP and addendum number.

4.2. **Closing Time.**

- 4.2.1. All Proposal responses must be received in the PISD District Offices **before** the time and on the date indicated on the front cover of this RFCSP. Reference the RFCSP Number and closing time and date on correspondence. Address response to:

Hand Deliver to:

**Priddy Independent School District
Attn: Dr. Burden
1375 SH 16 North
Priddy, Texas 76870**

Mail to:

**Priddy Independent School
District
Attn: Dr. Burden
P.O. Box 40
Priddy, Tx 76870**

- 4.2.2. On the closing date and at the above location, Proposal responses will be publicly opened and the respondent's names and price for construction services read aloud.
- 4.2.3. Proposal responses received after the published time and date shall not be considered.

5. **PROPOSAL RESPONSE.** PISD has established guidelines to facilitate evaluation and comparison of each Proposer's response. PISD expects the Proposer to follow these guidelines. The Proposer will organize their response in accordance with the following.

5.1. **Required Submittal Documents.** Unless otherwise specified, Proposers are required to submit the following:

- 5.1.1. **Number of Submittals.** One (1) executed original and three (3) copies, including the original

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Response Bond, Proof of Financial Status information, a completed Price Proposal Form, and all other submittals required by the RFCSP. The original must be marked clearly on the outside cover with "Original".

5.1.2. Response Bond.

5.1.2.1. The Proposal response must be accompanied by a Response Bond or cashier's check issued by a bank satisfactory to the District, in the minimum amount of **\$57,500**, equal to 5% of the project budget amount of **\$1,150,000.00**.

5.1.2.2. The bond must be on the Response Bond form prescribed by PISD (a copy is included in Appendix A) or an acceptable version of the PISD form.

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- 5.1.2.3. PISD may execute the Proposer's Response Bond or cashier's check as liquidated damages in the event that the Proposer withdraws their Proposal prior to the award by the Board of Trustees and/or in the case of the awarded Proposer, the awarded Proposer should fail within ten (10) days following the award to execute and return the Agreement, together with the Performance and Payment Bonds with acceptable surety.
- 5.1.3. Proof of Financial Status. The Proposer shall provide the following with the Proposer's executed original Proposal.
 - 5.1.3.1. Financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - 5.1.3.1.1. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - 5.1.3.1.2. Non-current assets (e.g., net fixed assets, other assets).
 - 5.1.3.1.3. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - 5.1.3.1.4. Non-current liabilities (e.g., notes payable).
 - 5.1.3.1.5. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
 - 5.1.3.1.6. Revenues (e.g. sales, other income).
 - 5.1.3.1.7. Expenses (e.g. cost of sales, administrative, general, interest expense, other).
 - 5.1.3.1.8. Income (Loss) from Continuing Operations before Income Tax.
 - 5.1.3.1.9. Income (Loss) from Continuing Operations before Cumulative Effect of Accounting Change.
 - 5.1.3.1.10. Net Income (Loss).
 - 5.1.3.2. Name and address of firm preparing attached financial statement and date thereof. Attach a copy of the auditor's report, compilation report, or review report from an independent CPA firm.
 - 5.1.3.3. If the financial statement is not the identical name of the Proposer, provide an explanation as to the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
 - 5.1.3.4. If the organization identified in the financial statement will not act as Guarantor of the contract for construction, provide the Guarantor's company name and complete contact information.
 - 5.1.3.5. Provide the following Financial Institution information.
 - 5.1.3.5.1. Name of company;
 - 5.1.3.5.2. Name of agent;
 - 5.1.3.5.3. Address of agent; and
 - 5.1.3.5.4. Phone number of agent.
 - 5.1.3.6. Provide the following Surety Company information.
 - 5.1.3.6.1. Name of bonding company;
 - 5.1.3.6.2. Name of agent;
 - 5.1.3.6.3. Address of agent; and
 - 5.1.3.6.4. Phone number of agent.
 - 5.1.3.7. Financial status will be either pass or fail. Proposer's who financial status fails will not be considered for award.
- 5.1.4. Price Proposal Form.
 - 5.1.4.1. Price Proposal. The Proposer shall complete and return the Price Proposal Form, Section IV, providing all requested information.
 - 5.1.4.1.1. Base proposal price to include all items listed in the Project Scope, detailed in the specifications on the plans.

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5.1.4.1.2. Proposer to provide Alternate and/or Unit prices as required.

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- 5.1.4.2. Business History and Experience. The Proposer shall provide the information requested for:
 - 5.1.4.2.1. Resumes of the proposed Job Superintendent and Project Manager for this project.
 - 5.1.4.2.2. A list of the last five projects completed by your Organization or other projects of similar size, type and complexity to this particular project; For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, contractual completion date, actual completion date, owner and architect (and their phone numbers). Experience references should be for the type of work referenced in this Proposal.
 - 5.1.4.2.3. A listing of those clients who have provided repeat business to your company in the last five years under the Competitive Sealed Proposal process for projects totaling \$250,000 or more for the last 5 years.
- 5.1.4.3. Additional Documentation. This information will be evaluated on a pass/fail basis only. No points will be assigned.
 - 5.1.4.3.1. The Proposer shall read and acknowledge the construction start and end date indicated in Section III, Item 3. Failure to acknowledge or adjust the dates may disqualify the Proposal.
 - 5.1.4.3.2. A statement of firm's safety record and/or history.
 - 5.1.4.3.3. Claims and suits.
 - 5.1.4.3.3.1. Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers? If yes, please include details.
 - 5.1.4.3.3.2. Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last five years?
 - 5.1.4.3.3.3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please include details as to why the contract was not completed.
 - 5.1.4.3.3.4. Within the last five years, has any worker's compensation claims been filed by any workers on any job sites managed by your organization? If yes, please provide details of the incident and the outcome of the claim.
- 5.1.5. Insurance. The Proposer shall submit proof of insurance coverage for the types of insurance listed in the amounts stated in the General Conditions of the Contract for Construction.
- 5.1.6. Completion of Certifications. The Proposal response shall include the executed copies of the certifications included at the end of this RFCSP in Appendix B.
 - 5.1.6.1. Failure to sign and submit the Request for Competitive Sealed Proposal Certification form will result in disqualification.
- 5.2. ***Proposer Affirmation of Understanding.*** By submission of a Proposal in response to this RFCSP, the Proposer confirms and affirms the Proposer's understanding of the entire document and all of its contents. It also ensures the Proposal response is submitted in accordance with the stated requirements of the RFCSP. Should the Proposer's response not fully comply with the requirements set forth in the RFCSP, the Proposer will clearly identify each deviation or proposed alternative. By affirmation of a signed Proposal response, the response will represent a true and correct statement and shall contain no cause for claim of omission or error.
- 5.3. ***Incomplete Proposal Responses.*** All Proposal responses will include all information solicited by this RFCSP and any additional material that the Proposer deems pertinent to the understanding and evaluation of their response. Incomplete responses may be disqualified from further consideration at the sole discretion of PISD.

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6. COMPETITIVE SELECTION.

6.1. Selection Process.

- 6.1.1. THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest fee / cost Proposal.
- 6.1.2. The District shall accept the Proposal it deems to be in the best interest of the District.
- 6.1.3. In making that determination, the District may consider the Proposer's price, experience and reputation, quality of goods or services, impact on the ability of the District to comply with rules relating to historically underutilized businesses, safety record, proposed personnel, whether the Proposer's financial capability is appropriate to the size and scope of the project, and any other relevant factor that the District deems necessary to determine best value.

6.2. Evaluation.

- 6.2.1. The awarded firm will be selected via an evaluation process, pursuant to the Texas Government Code 2269.
- 6.2.2. Upon receipt of proposals, the Evaluation Team will review and evaluate the proposals based on the following evaluation criteria:
 - 6.2.2.1. Pricing Evaluation: 40% of Score
 - 6.2.2.2. Technical Information: 60% of Score
 - 6.2.2.2.1. Proposed Job Superintendent and Project Manager for this project. Resumes should be attached for the key individuals with emphasis on job knowledge and experience. Total 30 points allowed
 - 6.2.2.2.2. Past Project Experience – Total 30 points allowed
 - 6.2.2.2.2.1. A list of the last five projects completed by your Organization or other projects of similar size, type and complexity to this particular project; For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, contractual completion date, actual completion date, owner and architect (and their phone numbers). Experience references should be for the type of work referenced in this Proposal.
 - 6.2.2.2.2.2. A listing of those clients who have provided repeat business to your company in the last five years under the Competitive Sealed Proposal process for projects totaling \$25,000 or more for the last 5 years.
- 6.2.3. The District reserves the right to conduct interviews and/or other additional evaluation processes that are deemed necessary by the District to assist in a complete and thorough evaluation of the proposals. These processes may include additional evaluation points as determined necessary by the District.
- 6.2.4. An administrative recommendation will be made to the PISD Board of Trustees at a future Board Meeting based on the Proposer receiving the highest evaluation score.

6.3. Award.

- 6.3.1. PISD is required to present the recommendation for award before the Board of Trustees in an open session for all projects exceeding \$250,000.00. The Board of Trustees will approve or disapprove the recommendation. Board meetings are typically held the third Thursday of each month.
- 6.3.2. PISD may make an award without discussion with any Proposer, after Proposal responses are received and evaluated. Proposals should therefore be submitted on the most favorable terms.
- 6.3.3. The selected Contractor will be required to enter into a written Agreement with PISD. PISD reserves the right to tender its own contract, which may incorporate the RFCSP along with the contents of the successful Proposal.
- 6.3.4. It is contemplated that the terms and conditions of this RFCSP along with the contents of the successful Proposal response will become a part of the subsequent contractual documents. The terms and conditions of the contract shall be governed in the following order:

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- 6.3.4.1. The original Request for Competitive Sealed Proposal (RFCSP);
- 6.3.4.2. Any addenda submitted by the District prior to the opening of the RFCSP;
- 6.3.4.3. The accepted portions of the Proposer's submission to the RFCSP; and
- 6.3.4.4. Any subsequent contractual documents agreed upon by both parties.
- 6.3.5. Failure to accept the District's contract under these terms may result in the cancellation of any award and forfeiture of the Proposer's Response Bond.

7. **PROPOSAL VALIDITY PERIOD.** PISD reserves the right to retain all Proposals for a period of forty-five (45) days after the RFCSP opening date for examination and comparison.

8. **OPEN RECORDS REQUIREMENT.** All documents submitted as part of the Contractor's Proposal response will be deemed confidential during the evaluation process and will not be available for review by anyone other than PISD staff or its designated agents. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to PISD except where Proposal information is considered to be confidential or a trade secret belonging to the Proposer and, if released would give advantage to a competitor. That information should be clearly marked: "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". PISD reserves the right to seek an opinion from the Texas Attorney General's Office as to required disclosure of any documents submitted as a part of a Proposal response or related thereto.

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SECTION II - SPECIAL INSTRUCTIONS

By submitting a Proposal in response to the RFCSP Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions:

1. **GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS**. This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. The documents listed below are incorporated by reference only, and are not attached as part of this Solicitation:
 - 1.1. Texas Government Code 2269.
2. **ACCEPTANCE OF ALL PROVISIONS**. The Proposer shall respond to all of the specifications and RFCSP terms and conditions. By virtue of the Proposal submission, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFCSP. Non- substantial deviations may be considered provided that the Proposer submits a full description, explanation and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by PISD at its sole discretion. PISD also reserves the right to determine and waive non- substantial irregularities in any Proposal, to reject any or all Proposals, to reject one part of a Proposal and accept the other, except to the extent that the Proposals are qualified by specific limitations, and to make award as the interest of PISD may require.
3. **CONSTRUCTION DOCUMENTS**. Copies of Proposal Documents may be purchased from Miller Blueprint, (512) 478-8793, 501 W. Sixth St., Austin, Texas, 78701, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Proposers may also download or view .pdf versions of Proposal Documents at www.planroom.millerblueprint.com. There will be no charge for downloading Proposal Documents electronically.
4. **REVIEW OF SPECIFICATIONS PRIOR TO SUBMITTAL**. Upon receipt of the Proposal responses, each Proposer shall be presumed to be thoroughly familiar with all specifications and requirements of this RFCSP. The failure or omission to examine any form, instrument or document shall in no way relieve proposers from any obligation in respect to this RFCSP.
5. **AVAILABILITY OF FUNDS**. In the event that sufficient funds are not available for the project, PISD reserves the right to negotiate the scope of this contract, delay implementation, reject all Proposals, or award another type of contract other than that required in this RFCSP.

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6. CRIMINAL HISTORY CHECK.

- 6.1. Pursuant to Texas Education Code Section 22.083, as passed during the 80th(R) Texas Legislative Session as Senate Bill No. 9, individuals that come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. "National criminal history record information" means criminal history record information obtained from the Texas Department of Education under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC.
- 6.2. If the Proposer is awarded the Contract, the Proposer will, before any duties are performed on Owner's property where students are regularly present, and at least annually thereafter, obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier and/or subcontractor if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property or at another location where students are regularly present. The criminal history records shall be obtained from the clearinghouse provided by § 411.0845 of the Texas Government Code. The Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee, agent or other person who was convicted or placed on deferred adjudication community supervision for an offense for which the person is required to register as a sex offender, or who has been convicted of a felony under Title V of the Texas Penal Code if the victim of the offense was under eighteen (18) years of age at the time the offense was committed or of an equivalent offense under federal law, Texas state law, or the laws of another state.
- 6.3. It shall be the responsibility of the Proposer and the entities with which the Proposer contracts to ensure compliance with this provision, including, but not limited to, required certification from subcontractors. The Proposer shall certify to the District compliance with this provision and that none of Proposer's employees have a disqualifying criminal history. Proposer agrees that if it receives information that a covered employee is arrested for or convicted of any of the disqualifying criminal history offenses during the performance of this contract, the Proposer on duty will immediately remove the covered employee from Owner's property or other locations where students are regularly present and promptly notify the Owner of this removal within three (3) days of doing so. Proposer understands that any failure to comply with the requirements of this section may be grounds for termination of the contract.

7. **CONTRACT FORM.** The contract form shall be AIA A101-2017 as negotiated by the parties. A sample of which may be viewed at the AIA Contract Documents website.

8. **WAIVER OF CLAIMS.** By submitting a Proposal response, each Proposer agrees to waive any claim it has or may have against the District, the Architect, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

9. **NO RIGHTS BEFORE CONTRACT EXECUTION.** The District shall have no contractual obligation to any Proposer, nor will any Proposer have any property interest or other right in the contract or work being proposed unless and until the awarded contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Proposer have been fulfilled by the Proposer.

10. **CERTIFICATION: PROPOSER DOES NOT BOYCOTT ISRAEL.** Pursuant to Texas Government Code, Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. Pursuant to Section 2270.002 of the Texas Government Code, the District is, or may be, prohibited from entering into a contract with a company for goods or services if that company boycotts Israel or boycotts Israel at any time during the term of the contract. By submitting a Proposal response, the Proposer certifies to the District that it is not a listed company under Texas Government Code Sections 806.051, 807.051, or 2252.153 and that, as applicable, does not boycott Israel, and will not during the term of this contract, and the Proposer thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal response shall be

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null and void should facts arise leading the District to determine that the Proposer was a listed company at the time of this procurement or boycotts Israel.

11. **CERTIFICATION: PROPOSER DOES NOT BOYCOTT ENERGY COMPANIES.** Pursuant to Texas Government Code, Chapter 809 (effective September 1, 2021), the District is, or may be, prohibited from entering into a contract with a company for goods and services if that company boycotts energy companies or will boycott energy companies at any point during the term of the contract. By submitting a Proposal response, the Proposer certifies that it does not boycott energy companies and will not do so during the term of this contract, and Proposer thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its response shall be null and void should facts arise leading the District to believe that the Proposer boycotted energy companies at the time of this procurement.
12. **CERTIFICATION: PROPOSER DOES NOT DISCRIMINATE AGAINST FIREARM ENTITIES.** Pursuant to Texas Government Code, Chapter 2274 (effective Sept. 1, 2021), the District is or may be prohibited from entering into a contract with a company for goods and services if that company discriminates against a firearm entity or a firearm trade association. By submitting a Proposal response, the Proposer certifies that it does not discriminate against a firearm entity or a firearm trade association and will not during the term of this contract, and Proposer thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its response shall be null and void should facts arise leading the District to determine that the Proposer discriminated against a firearm entity or a firearm trade association at the time of this procurement.
13. **TIME WILL BE OF THE ESSENCE.** The Proposer understands and agrees that if awarded the contract, the District shall have the right to retain from the amounts otherwise payable to the Proposer under the contract or recover from the Proposer liquidated damages for each and every calendar day of unexcused delay in achieving Substantial Completion.

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SECTION III - SCOPE OF SERVICE

1. **PROJECT SCOPE**. The District requires services to: Construct amenities structures for Priddy ISD athletic facility including a 1500 SF Concession/Restroom facility and a 150 seat bleacher and delegated design Septic system. Additional Athletic improvements including Football Scoreboard and timeclocks, press box, and play area located in Priddy, Texas.
2. **ESTIMATED PROJECT BUDGET**. The estimated budget for this project is \$1,150,000.00.
3. **CONSTRUCTION SCHEDULE**. The estimated construction date and estimated substantial project complete date are listed below.

Description	Est Construction Start Date	Substantial Project Completion Date
Bleacher and Press Box, Scoreboard, Metal Building	September 6 th , 2022	March 6th, 2023

4. **TEXAS GOVERNMENT CODE SECTION 2269.155**. Texas Government Code Section 2269.155 regarding selection of a Contractor shall be specifically incorporated in the contract between PISD and the Contractor.
5. **GENERAL CONTRACTOR**. The Contractor will occupy the position of General Contractor for the purposes of the Contract, and shall be wholly responsible for the Scope of Work (Work) presented herein. Wherever the terms General Contractor or Contractor are referred to in the Contract Documents, they all shall have the same meaning.
6. **PERFORMANCE AND PAYMENT BONDS**.
 - 6.1. All Bonds shall be written by a bonding company (insurance company) that is duly authorized to do business in the State of Texas, and which meets all requirements of Texas law in connection with its issuance of Bonds hereunder.
 - 6.2. If any surety upon any Bond becomes insolvent or otherwise ceases to do business in the State of Texas, Proposer shall immediately furnish equivalent security to protect the interests of PISD and of persons furnishing labor and materials in the performance of the work under the Contract.
 - 6.3. If the amount of the Bond is in an amount in excess of ten percent (10%) of the surety company's capital and surplus, PISD, as a condition to accepting the Bond, will require written certification that the surety company has reinsured the portion of the risk that exceeds 10% of the surety company's capital and surplus with one or more reinsurers who are duly authorized, accredited, or trusted to do business in the State of Texas.
 - 6.4. Prior to commencement of work hereunder, Proposer will provide a Performance Bond and a Payment Bond, each in principal amount equal to 100% of the contract amount, conditioned that Proposer will faithfully perform all undertakings in the contract and will fully pay all persons furnishing labor and material in the prosecution of the work provided for in the contract.
 - 6.5. The Performance Bond and Payment Bond are requested to be on forms supplied by PISD.
 - 6.6. If any surety upon any bond becomes insolvent or otherwise ceases to do business in this State, the Proposer shall promptly furnish equivalent security to protect the interests of PISD and of persons furnishing labor and materials in the prosecution of the work.
 - 6.7. The Contractor shall deliver the bonds not later than the 10th day after the date the Contractor executes the contract unless the Contractor furnishes a bid bond or other financial security acceptable to the District.

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SECTION IV – PRICE PROPOSAL FORM

Proposers are to submit the price to provide the construction services to: *District Improvements at the Priddy ISD Athletic Facility*, per the attached specifications and drawings. The facility will incorporate a 1500SF building, prefabricated bleachers, delegated design septic system, and playground improvements located in Priddy, Texas. All scheduled work is to be included in the base bid at an estimated construction cost of \$1,150,000.00.

1. **Base Bid Proposal – 40 points:** construct of District Improvements

_____ **Dollars \$**
[Fill in blank with appropriate written amount]

1.1. Add Alternate Bid Number One: Provide 100 seat bleacher system on the visitor side of the stadium.

_____ **Dollars \$**
[Fill in blank with appropriate written amount]

1.2. Add Alternate Bid Number Two: Provide playground, fall protection, and 3 swing set as shown in the contract documents. .

_____ **Dollars \$**
[Fill in blank with appropriate written amount]

1.3. Add Alternate Bid Number Three: Provide Spectrum Scoreboard system in lieu of Varsity Sport Scoreboard..

_____ **Dollars \$**
[Fill in blank with appropriate written amount]

Acknowledgement of addenda received, if applicable, and included in Proposal Amounts (Proposer to write in the Addendum number):

2. **Business History and Experience** –The Proposer shall provide the following information concerning companies business history and experience as follows:

a.1 Resumes. Proposed Job Superintendent and Project Manager for this project. Resumes should be attached for the key individuals with emphasis on job knowledge and experience. Total 30 points

Provided?

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b.1	<p>Past Project Experience. List of the last five projects completed by your Organization or other projects of similar size, type and complexity to this particular project. Experience references should be for the type of work referenced in this Proposal. For each project include the following. Total 30 points</p> <ul style="list-style-type: none">• Project name• Location• Nature of the project• Contractual completion date• Actual completion date• Size (square footage)• Final budget• Job Superintendent• Owner• Owner's phone number• Owner's email address• Architect• Architect's phone number	
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- c.2 Proposer to provide a listing of those clients who have provided repeat business to your company in the last five years under the Competitive Sealed Proposal process for projects totaling \$250,000 or more for the last 5 years. Listing shall include:
- Client:
 - Contact:
 - Phone #:
 - Total project budget \$:
 - Nature of Project:

Additional Documentation. This information will be evaluated on a pass/fail basis only. No points will be assigned. Proposer shall initial each item to indicate acceptance or that the information was provided.

Initial

3. **Project Schedule.** The Proposer shall read and acknowledge the construction start and end date indicated in Section III, Item 3. Failure to acknowledge or adjust the dates may disqualify the Proposal.

☐

4. **Safety.** The Proposer shall provide a statement of firm's safety record and/or history.

☐

5. **Claims and suits.** The Proposer shall provide the following information under separate cover:

Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers? If yes, please include details.

Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last five years?

☐

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please include details as to why the contract was not completed.

Within the last five years, has any worker's compensation claims been filed by any workers on any job sites managed by your organization? If yes, please provide details of the incident and the outcome of the claim.

6. **Value Engineered Item (VEI).** Based on the plans and specifications of this CSP, the Proposer may provide Value Engineered Items (VEI) they feel would be a benefit to the District. VEIs should be provided in a separate document attached to the Proposal response. Proposal shall include how the items will affect the overall plan and provide an estimated cost. The plans and specifications provided shall be considered the "base bid".

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SECTION V – APPENDICES AND ATTACHMENTS

APPENDIX A: BOND FORMS

APPENDIX B: CERTIFICATIONS

APPENDIX C: SUPPLIER DIVERSITY PROGRAM FORM

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Appendix A – Bond Forms

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PRIDDY INDEPENDENT SCHOOL DISTRICT

RESPONSE BOND

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Principal and Surety are firmly bound to Priddy Independent School District ("PISD") in the principal sum of Dollars

Dollars (\$_____).

Now the condition of this bond is this: that whereas the undersigned Principal has submitted to PISD a Proposal to enter into a certain Contract whereunder Principal would undertake to perform the following-described Work of construction, alteration or repair:

NOW, THEREFORE, if the Principal shall, within ten (10) days following acceptance by the Board of Trustees of PISD of such Proposal and award by said Board to said Principal of said Contract, execute and return such further Contract Documents', together with such bonds and insurance documents as may be required by the terms of the Proposal as accepted, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the amount hereof shall be paid to and retained by PISD as liquidated damages for Principal's failure to do so.

Principal:_____

By:_____

Title:_____Date:_____

Surety:_____

By:_____

Title:_____Date:_____

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Prime Contractor (as defined in Chapter 2253 of the Texas Government Code, as amended and in effect from time to time (hereinafter, the "Principal") and the undersigned Surety are firmly bound to Priddy Independent School District ("PISD") in the penal sum of specified below.

Now the condition of this bond is this: that, whereas the undersigned Principal has entered into a certain Contract with PISD, which Contract is dated for reference as specified below and is incorporated herein as though fully referenced, whereunder Principal undertakes to perform the Work of construction, alteration or repair specified below:

NOW THEREFORE, if the Principal shall faithfully perform the Contract in accordance with the plans, specifications, and Contract Documents and shall fully indemnify and save harmless PISD from all costs and damage which PISD may suffer by reason of Principal's default or failure to do so, and shall fully reimburse and repay PISD all outlay and expense which PISD may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

For value received, Surety (a) waives notice of any change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, (b) agrees and stipulates that no such change, extension of time, alteration, or addition shall, in anywise, affect its obligation on this bond, and (c) agrees that PISD may terminate the Contract due to Principal's default after giving Surety ten (10) calendar days' notice of intent to terminate by mailing to Surety notice by certified mail at the mailing address shown herein.

Amount of this Bond	_____ (\$_____)
Date of the Contract	_____, 20_____
Description of the Project	

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Surety's Information for Notices of Claim [TO BE COMPLETED SURETY]:

Mailing Address:

Physical Address:

Surety's Telephone Number: (____)____-_____

Approved:

Priddy Independent School District

By: _____

Name: _____

Title: _____

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Prime Contractor (as defined in Chapter 2253 of the Texas Government Code, as amended and in effect from time to time (the "Government Code") (hereinafter, the "Principal") and the undersigned Surety are firmly bound to Priddy Independent School District ("PISD") in the penal sum specified below.

Now the condition of this bond is this: that, whereas the undersigned Principal has entered into a certain Contract with PISD, which Contract is dated for reference as specified below and is incorporated herein as though fully referenced, whereunder Principal undertakes to perform the Work of construction, alteration or repair specified below:

NOW, THEREFORE, if the Principal shall well and faithfully make payment to each and every Payment Bond Beneficiary (as defined in Chapter 2253 of the Government Code) supplying labor and material in the prosecution of the Work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Each such Payment Bond Beneficiary shall have a direct right of action on this bond.

For value received, Surety (a) waives notice of any change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, (b) agrees and stipulates that no such change, extension of time, alteration, or addition shall, in anywise, affect its obligation on this bond, and (c) agrees that PISD may terminate the Contract due to Principal's default after giving Surety ten (10) calendar days' notice of intent to terminate by mailing to Surety notice by certified mail at the mailing address shown herein.

Amount of this Bond	_____ (\$_____)
Date of the Contract	_____, 20_____
Description of the Project	

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Surety's Information for Notices of Claim [TO BE COMPLETED SURETY]:

Mailing Address:	Physical Address:
_____	_____
_____	_____
_____	_____

Surety's Telephone Number: (____)____-_____

Approved:
Priddy Independent School District

By: _____
Name: _____
Title: _____

PRIDDY INDEPENDENT SCHOOL DISTRICT
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Appendix B – Certifications

PRIDDY INDEPENDENT SCHOOL DISTRICT
CSP – District Improvements
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Request for Competitive Sealed Proposal Certification

The undersigned, by signing and executing this proposal, certifies and represents to the Priddy Independent School District that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee's agent or employee of the Priddy Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustees agent or employee of the Priddy Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal. The Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Priddy Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WILL BE GROUNDS FOR DISQUALIFICATION.

Firm Name: _____	Telephone: 1-800 - _____
Address: _____	Or _____
City: _____	Fax: _____
State: _____ Zip: _____	e-mail: _____
_____ (Signature of Person Authorized to Sign Proposal)	Date: _____
Printed Name: _____ (Please print or type)	Title: _____

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Felony Conviction Notice

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, 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 an 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 convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

PROPOSER'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

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): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

Signature of Company Official: _____