

SECTION 00 2116

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS

1.01 RECEIPT AND OPENING OF PROPOSALS

- A. Competitive sealed proposals will be received from qualified Proposers by Dr. Ann Calahan, President, Board of Trustees, in care of Matt Underwood, Superintendent of Schools, Stephenville ISD, Stephenville, Texas, in the School Administration Building of the Stephenville ISD, Stephenville, Texas. The Proposal shall be submitted in two parts as follows: Part "A" and "B" of the Proposal shall be received until 2:00 P.M., TUESDAY, SEPTEMBER 11, 2018 at the school administration building.. Upon submission of Part "A" of the Proposal, they will be publicly opened and read aloud for the furnishing of all labor, materials, and equipment, and performing all work required for A New Softball Field at Stephenville High School for Stephenville ISD, Stephenville, Texas, and in compliance with Project manual and drawings, and other contract documents as prepared by Huckabee.
- B. The School District will receive Part "B" of the Proposal and evaluate the submittal according to the selection criteria in order to determine which Proposal offers the best value to the District. The District will, within forty-five (45) days of the opening of Proposals, rank each of the Proposers using the Selection Criteria. Each Proposer will be notified of the rankings. If cost objectives cannot be reached with the top ranked offer, the District will move to the second ranked offer and other offers in turn until the cost objectives are met.
- C. Refer to Part 2 of this section for information regarding the proposal evaluation process and procedures.
- D. THERE WILL BE A PRE-PROPOSAL MEETING HELD AT 10:00 A.M., WEDNESDAY, AUGUST 29, 2018 AT THE SCHOOL ADMINISTRATION BUILDING.. **ATTENDANCE IS HIGHLY RECOMMENDED.**

1.02 PREPARATION OF PROPOSAL

- A. The Proposer shall submit a competitive sealed proposal for the General Construction of the project as bound in the project manual, Section 00 4200 Part A and Section 00 4335 Part B. A proposal will be considered incomplete unless both Parts A and B of the Proposal are submitted. The Proposer's competitive sealed Proposal shall include all of the following items:
 1. Part "A" submission:
 - a. Proposal Section 00 4200, Part A.
 - b. Cashier's Check, Certified Check, or Bid Bond for no less than 5% of the largest possible total for the proposal submitted.
 2. Part "B" submission:
 - a. Proposal Section 00 4335 Part "B"
- B. A Cashier's Check, Certified Check, or acceptable Bidder's Bond payable to the Stephenville ISD, in the amount of not less than 5% of the largest possible total for the proposal submitted, must accompany each proposal in Part "A" of the Proposal submission.
- C. The successful Proposer will be required to enter into a contract with the Stephenville ISD and to furnish a Performance and Payment Bond of approved form through an approved bonding company duly authorized to do business in the State of Texas, and currently listed in the Department of Treasury Federal Register, in the amount of not less than 100% of the contract price, conditioned upon the performance of the contract. Performance and Payment Bonds shall be in full compliance with Texas Government Code Chapter 2253. AIA Bonds (AIA Document A312) do not comply. Bonding Companies using "Reinsuring Insurance Companies" to expand the Bonding Companies Bonding Limits will not be acceptable unless also approved by the Owner.

1.03 WAGE RATES

- A. Attention is called to the fact that the Contractor must comply with all Federal, State and Local labor laws, including Chapter 2258 Texas Government Code Title 10, which requires that the Contractor pay not less than the following prevailing wage rates and rates for legal holidays and overtime, which have been ascertained by the awarding body and listed in Section 00 7343 - Wage Rate Requirements

1.04 DISCLOSURE OF INTERESTED PARTIES

- A. In accordance with LGC 2252.908, the awarded Vendor is required to submit to the Texas Ethics Commission a fully executed Form 1295 electronically. The Texas Ethics Commission WILL NOT accept a paper submittal. Upon submittal of that form to the Texas Ethics Commission, the awarded Vendor MUST forward a copy of the submitted form to the Director of Purchasing. The District must then go to the Texas Ethics Commission and acknowledge that you have submitted Form 1295. NO CONTRACT CAN/WILL BE SIGNED OR EXECUTED UNTIL THIS PROCESS HAS BEEN COMPLETED.
- B. Contractor shall file online at the following location:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.05 PROPOSAL GUIDELINES

- A. Attention is called to the fact that the Owner is exempt from the payment of the State Sales Tax normally levied against material costs. The contract sum, as identified by the Proposal, shall not include any allowance for the payment of State Sales Tax on materials required to complete the work. The successful Proposer, upon award of the contract, will be furnished with a permit number, which will enable him to purchase the required materials without payment of such taxes.
- B. The Project Manual and Drawings may be examined, without charge, in the Architect's office and Electronic Documents (PDF Files) may be downloaded at www.huckabee-inc.com.
- C. The Architect will supply Project Manual and Drawings to various plan rooms where it appears to be in the Owner's interest to do so.
- D. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, and the Supplementary General Conditions included in the Project Manual are applicable to the Instructions to Proposers.
- E. Contract Documents include the Advertisement or Invitation for Proposal, Instructions to Proposers, the Proposal Form, and the proposed contract documents (drawings and project manual), including any addenda issued prior to receipt of competitive sealed proposals.
- F. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the proposal documents, including drawings and project manual, by additions, deletions, clarifications or corrections and should be acknowledged by the Proposer on the Proposal form. Addenda will become part of the contract documents when the construction contract is executed. ADDENDA WILL BE PUBLISHED ON THE WEBSITE OF HUCKABEE (www.huckabee-inc.com). NO ADDENDA WILL BE MAILED OR FAXED TO ANY PLANHOLDER.
- G. Each Proposer, by making a competitive sealed proposal, represents that he has carefully studied, compared, and understands the contract documents including any and all addenda items.
- H. Each Proposer, by making a competitive sealed proposal, represents that he has familiarized himself with and understands the local conditions under which work is to be performed, including prevailing subsurface conditions.
- I. All competitive sealed proposals must be prepared on the form provided by the Architects and submitted with all other required material in accordance with the Instructions to Proposers. When

the proposal contains multiple "Bid Items", it shall be understood that the Owner may award each Proposal Item separately, or in any combination that the Owner chooses.

- J. A proposal is invalid if it has not been deposited at the designated location prior to the time and date for receipt of proposals indicated in the Advertisement or Invitation for Proposal or prior to any extension thereof issued to the Proposers.
- K. Unless otherwise provided in any supplement to the Instruction to Proposers, no Proposer shall modify, withdraw or cancel his proposal or any part thereof for forty-five days after the time designated for the receipt of proposals in the Advertisement or Invitation for Proposal.
- L. Each Proposer represents that his competitive sealed proposal is based upon the material and equipment described in the contract documents.
- M. Each Proposer shall carefully study and compare the proposal documents, and not later than seven (7) days prior to the date for receipt of competitive sealed proposals, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued in a written addendum by the Architects. Only a written interpretation or correction by an addendum shall be binding. No Proposer shall rely upon any interpretation or correction given by any other method.
- N. No substitution will be considered unless written request has been submitted to the Architect for approval at least ten (10) days prior to the date for receipt of proposals. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- O. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum.
- P. Should the particular equipment, which any bidder proposes to install, require other space conditions other than those shown on the drawings, he shall arrange for such space with the Architect before submitting a bid. Should changes become necessary because of failure to comply with this requirement, the contractor shall be fully responsible for making such changes. The contractor shall be required to submit working drawings of all equipment, which varies from the drawings and the project manual, and any interference must be eliminated before work proceeds.
- Q. The Proposer acknowledges the right of the Owner to reject any or all proposals and to waive any informality or irregularity in any proposal received. In addition, the Proposer recognizes the right of the Owner to reject a proposal if the Proposer failed to furnish any required bid security or to submit the data required by the contract documents, or if the proposal is in any way incomplete or irregular.
- R. By submitting a proposal, each proposer agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.
- S. In case of ambiguity or lack of clearness in stating the price in the Proposal, the Owner reserves the right to adopt the price written in words or to reject the Proposal.

1.06 GUARANTEES

- A. Besides guarantees required elsewhere, contractor shall guarantee the work in general for one year. Contractors shall be held responsible for and must make good any defects arising or discovered in any part of his work within one year period noted on the form, and in certain other parts as required by the project manual for a long period. Where detailed specifications call for guarantees as above specified, they shall cover the special features called for.

- B. In addition to guarantees called for elsewhere in the project manual, the contractor shall guarantee all of his work for a period of one year after the date of substantial completion against defective material or faulty workmanship that may arise within that period.
- C. All guarantees must be submitted to the Architect before the final payment request will be approved.
- D. All guarantees must be submitted to the Architect in the following form as prerequisite to acceptance for payment.

GUARANTEE FOR _____

We hereby guarantee the _____

which we have installed in the _____

at _____

for _____ (_____) years from the date of full completion and acceptance by the Owner.

We agree to repair or replace to the satisfaction of the Architect, and at no expense to the Owner, any or all work that may prove defective in workmanship or materials, or is not meeting the specification requirements within that period (ordinary wear and tear and unusual abuse or neglect excepted) together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, we, collectively and separately, do hereby authorize the Owner to proceed to have the defects repaired and made good at our expense, and will pay the costs and charges therefore immediately upon demand.

Signature of Subcontractor _____

Date _____

Signature of Contractor _____

1.07 CERTIFICATION OF PROJECT COMPLIANCE

CERTIFICATION OF PROJECT COMPLIANCE	Completion of this form is required under provisions of 61.1036(c)(3)(F) TAC for all public school district construction projects.
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1. PROJECT INFORMATION

Facility:

Address:

City:

DISTRICT:

ARCHITECT/ENGINEER:

CONTRACTOR/CM:

CONTRACT DATE:

DATE DISTRICT AUTHORIZED PROJECT:

BRIEF DESCRIPTION OF PROJECT:

2. CERTIFICATION OF DESIGN AND CONSTRUCTION

The intent of this document is to assure that the school district has provided to the architect/engineer the required information and the architect/engineer has reviewed the School Facilities Standards as required by the State of Texas, and used his/her reasonable professional judgment and care in the architectural/engineering design and that the contractor has constructed the project in a quality manner in general conformance with the design requirements and that the school district certifies to project completion.

3. The District certifies that the educational program and educational specifications of this facility along with the identified building code to be used have been provided to the architect/engineer.

DISTRICT: _____ **BY:** _____ **DATE:** _____

4. The Architect/Engineer certifies the above information was received from the school district, and that the building(s) were designed in accordance with the applicable building codes. Further, the facility has been designed to meet or exceed the design criteria relating to space (minimum square footage), educational adequacy, and construction quality as contained in the School Facilities Standards as adopted by the Commissioner of Education, July 9, 2003, and as provided by the district.

ARCHITECT/ENGINEER: _____ **BY:** _____ **DATE:** _____

5. The Contractor certifies that this project has been constructed in general conformance with the construction documents as prepared by the architect/engineer listed above.

CONTRACTOR/CM: _____ **BY:** _____ **DATE:** _____

6. The District certifies completion of the project (as defined by the architect/engineer and contractor).

DISTRICT: _____ **BY:** _____ **DATE:** _____

PROPOSAL EVALUATION PROCESS AND PROCEDURES

2.01 COMPETITIVE SEALED PROPOSAL EVALUATION AND RANKING PROCEDURES

- A. The following procedures shall be used to evaluate and recommend a construction contractor for selection by the School District through the use of Competitive Sealed Proposals, as authorized in Texas Government Code 2269.

2.02 PROPOSAL EVALUATION COMMITTEE

- A. For each construction project utilizing the Competitive Sealed Proposal method of procurement, the School Board shall convene a Proposal Evaluation Committee (Committee) may be comprised from of the following individuals:
 - 1. School Board Members
 - 2. School Administration
 - 3. District’s Financial Officer or Consultant
 - 4. Staff
 - 5. Project Architect
 - 6. Project Engineer
 - 7. Program Manager

2.03 PROPOSAL EVALUATION COMMITTEE FUNCTION

- A. The Committee shall perform an evaluation of all submitted Proposals and shall recommend an order of selection ranking of all Proposers to the School Board. The following procedures shall be used by the Committee in the evaluation process:
 - 1. As soon as possible following the public opening of Proposals, the Committee shall meet to conduct a preliminary examination of each Proposal for compliance with the published requirements.
 - 2. The Committee shall conduct thorough discussions and evaluations of all Proposals.
 - 3. Within forty-five (45) days after publicly opening the Proposals, the Committee shall produce a ranking of Proposers in the order of the best value to the School District.
 - 4. The recommended ranking shall be based on the data furnished by the Proposers in response to the request for Competitive Sealed Proposals. The following is a list of rating categories and values for each category. To provide the best value to the School District, these categories and values may be revised by the Committee based on the project type and conditions at the time Proposals are requested. Unless modified by addendum prior to opening of the Proposals, the following listing of categories and values shall be utilized by the Committee:

RATING CATEGORY	VALUE
Proposed Construction Contract Amount	50.00
Proposed Construction Contract Time	5.00
TAB 2 – Schedule	6.00
TAB 3 – Key Project Personnel	10.00
TAB 4 - Subcontractors	10.00
TAB 5 – Project Experience	10.00
TAB 6 - Financial Background	5.00
TAB 7 - Claims and Suits	2.00
TAB 8 - Quality Control Program	2.00
TOTAL OF WEIGHTED VALUE	100.00

- B. GENERAL EVALUATION PROCEDURES
 - 1. Proposed Construction Contract Amount and Proposed Construction Contract Time will be rated using mathematical processes described below. Each of the other listed rating categories shall be evaluated on a scale of zero to ten. Each rating category response will

be evaluated and the Committee shall produce a single evaluation determination in each category for each Proposal received.

C. PROPOSED CONSTRUCTION CONTRACT AMOUNT EVALUATION

1. This evaluation ranking shall be based on a value of ten (10) assigned to the lowest proposed amount. Each successive Proposer's contract amount shall be scored as follows; Low Proposer amount divided by the next low Proposer amount, and multiply that figure by 10 equals the score for that Proposer.
2. These resulting ratings are then multiplied by the value of this rating category, producing the construction contract amount score for each Proposer.

D. PROPOSED CONSTRUCTION CONTRACT TIME EVALUATION

1. The evaluation ranking of Proposed Construction Contract Time shall be accomplished by the same mathematical process as the Contract Amount Evaluation. (Refer to Item 2.3.B.1) The value of ten (10) is assigned to the shortest Proposed Construction Contract Time.
2. These resulting ratings are then multiplied by the value of this rating category, producing the construction contract amount score for each Proposer.

E. SCORING

1. Proposers may receive equal rating in the Proposed Construction Contract Amount or the Proposed Construction Contract Time category if their proposed amounts in these categories are identical.
2. With the exception of the Proposed Construction Contract Amount and Proposed Construction Contract Time ratings, all other category rating determinations among Proposers may receive identical values if, in the opinion of the Committee, the qualification data provided by Proposers are determined to be equal for a selected category.
3. Upon determining a rating for each category, a categorical score for each Proposer shall be calculated by multiplying the category value by the Committee determined rating.
4. The total score for a Proposer shall be determined by adding the scores received for each category. The maximum score attainable for all categories shall be one thousand (1,000).
5. The Committee shall produce a tabulation of scores, which identifies the Proposers their Proposed Construction Contract Amounts, their Proposed Construction Contract Times, and their individual total scores.

2.04 COMPETITIVE SEALED PROPOSALS PREPARATION AND SUBMISSION

A. PREPARATION

1. The Proposal shall be based on conditions at the project site, the project Drawings and Specifications and any addenda issued.
2. A Proposal showing omissions, alterations, conditions, or carrying riders or other qualifiers, which modifies the Proposal, may at the Owner's discretion, be rejected as irregular.
3. The various sections of the Proposal data should be separated by tabbed dividers. The tabs must identify the sections by number and name rather than simply a number or alphabet.

B. SUBMISSION

1. If the Proposer chooses to issue a "No Response" (N/R) to a question on the Proposal, an explanation of this action is required. Failure to provide an adequate explanation may be viewed by the Owner as an incomplete response and may subject the entire Proposal to rejection or at a minimum a score of zero (0) will be given for that category.
2. Only one Proposal may be submitted by each Proposer. If two or more Proposals are submitted, either in one envelope or in separate envelopes, such multiple Proposals may be subject to rejection.
3. Proposals received after the advertised time for the Proposal opening will be ineligible and will be returned unopened.

4. After all Proposals are opened, but before the names of the Proposers and the monetary Proposals are read aloud, they will be examined by the presiding official to determine if they are complete, in proper form and properly signed. If an error or omission is discovered and classified by the presiding official as a technicality, which the Owner has reserved the right to waive, the Proposer's representative may be permitted to make the appropriate correction. Any such correction will be announced and explained to the others present at the Proposal opening. A Proposal that is not and cannot be made eligible for consideration under this procedure will not be read, nor will the Proposal prices be revealed publicly.
5. A Proposer will receive no compensation or reimbursement of expenses incurred in of the preparation of a Competitive Sealed Proposal submission.
6. The Owner reserves the right to reject any or all Proposals, and waive any and/or all formalities.

2.05 PUBLIC INFORMATION AND NOTICE OF CONFIDENTIALITY

- A. The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Proposal request to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to the public disclosure under the Texas Public Information Act (Texas Government Code, Sec. 552.001, et seq.) after the award of the contract.
- B. The Proposer must identify and designate those portions of their technical Proposal that contains trade secrets or other proprietary data. If the Proposal includes such data, the Proposer shall:
 1. Mark the cover sheet of the Technical Proposal with the following phrase: "This Proposal includes data that shall not be disclosed outside the School District and the A/E design team and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Proposal."
 2. Mark each sheet and the specific data on that sheet that the Proposer wishes to restrict with the following phrase: "Use or disclosure of the specifically marked data is subject to the restrictions regarding confidentiality cited on the cover sheet of this Proposal."

2.06 OWNERSHIP OF COMPETITIVE SEALED PROPOSAL

- A. Submitted Proposals, documentation and supporting material shall become the property of the Owner.
- B. After award or rejection action by the Owner, the Proposer's financial statement and other information that has been properly identified and marked in accordance with Paragraph 2.5 of these Instructions for Competitive Sealed Proposals, entitled "Public Information and Notice of Confidentiality," will be returned to the Proposer as expeditiously as possible.

2.07 SITE INVESTIGATION

- A. It is the responsibility of each Proposer to examine the project site, existing improvements and adjacent property and be familiar with existing conditions before submission of Proposal.
- B. After investigating the project site and comparing the Project Manual and Drawings with the existing conditions, the Proposer should immediately notify the A/E of any conditions for which requirements are not clear, or about which there is any question regarding the extent of the work involved.
- C. Should the successful Proposer fail to make the required investigation and should a question arise after award of the contract as to the extent of the work involved in any particular case, after receiving recommendations from the A/E, the Owner will make the interpretation of the Contract Documents.

2.08 EVALUATION AND CONTRACT AWARD PROCESS

- A. Proposals will be opened publicly to identify the names of the Proposer and their respective proposed contract amount. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award or rejection action.

- B. Once the Proposal Part B has been submitted, the Owner may opt to interview each Proposer prior to the actual evaluation of the Proposals.
- C. Proposals will be evaluated by the Proposal Evaluation Committee as set forth in 2.2.A. The criteria for evaluation and selection of the successful Proposer for this award will include the factors listed in 2.3.A.4.
- D. Within forty-five (45) calendar days after opening the Proposals, the Owner will evaluate and rank each Proposal with respect to the published selection criteria described under Paragraph 2.3. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification or modification, or the Owner may discuss with the selected Proposer any element of the Proposal. Other than the data read at the Proposal opening, the Owner shall not disclose any information derived from the Proposals submitted by competing firms in conducting such discussions. If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked Proposer, the Owner will terminate discussions with that Proposer. The Owner will then proceed with negotiations with each successive Proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals. After termination of discussions with any Proposer, Owner will not resume discussions with that Proposer.
- E. Immediately following the Owner's approval of the order of ranking of Proposers and the Owner's contract award or Proposal rejection action, the Proposers will be notified via U.S. mail and/or facsimile message.
- F. The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.
- G. The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any Proposer.
- H. The Owner agrees that if the Contract is awarded, it will be awarded to the Proposer offering the best value to the Owner, based upon the published selection criteria, and upon its ranking evaluation. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

END OF SECTION

SECTION 00 4335
PROPOSAL FORM PART "B" QUALIFICATIONS

DATE _____

DR. ANN CALAHAN, PRESIDENT, BOARD OF TRUSTEES, STEPHENVILLE ISD

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION IN THE SEQUENCE AND FORMAT PRESCRIBED HEREIN AND AS OUTLINED IN THE INSTRUCTIONS TO PROPOSERS SECTION 00 2116, PARAGRAPH 2.04.A AND 2.04.B. SUPPLEMENTAL MATERIALS PROVIDING ADDITIONAL INFORMATION MAY BE ATTACHED, BUT THE INFORMATION REQUESTED BELOW IS TO BE PROVIDED IN THIS FORMAT AND TABBED AS NOTED.

TAB 1: FIRM INFORMATION

Name of Firm: _____

Address of Principal Office: _____

Phone Number: _____

Fax Number: _____

Email Address and/or Web Address: _____

Form of Business Organization (Corporation, Partnership, Limited Liability Partnership, Individual, Joint Venture, other?): _____

Year Founded: _____

Primary individual to contact: _____

TAB 2: SCHEDULE:

The Proposer shall submit a schedule for this project.

State your organization's project plan or proposed approach to this project.

If selected, this proposed schedule shall become part of the Owner – Contractor Agreement AIA Document A101-2007 under Article 9.1.7.

TAB 3: KEY PROJECT PERSONNEL:

Given the scope and schedule of the project, identify all proposed personnel for this project including but not limited to the Project Manager, Estimator, and Superintendent who would work on the project. Provide a resume and references for each individual. Note current projects on which individual is working including the project name, location, contract amount, percent complete, and the completion date of those projects. Also note the length of tenure with your company (hire date) for each proposed individual. Provide an organizational chart for this project noting whether the individual is On Site or Off Site. This organizational chart shall become part of the Owner – Contractor Agreement AIA Document A101-2007 under Article 9.1.7. Members of the proposed team, once approved, shall not be changed without prior written approval of the Owner.

TAB 4: SUBCONTRACTORS:

Provide a list of all the major Subcontractors and Suppliers for each category listed below for this project.

- | | |
|---------------------|----------------------------|
| • Earthwork | • Site Utilities |
| • Concrete | • Masonry |
| • Steel Fabrication | • Landscape and Irrigation |
| • Roofing | • Waterproofing |
| • Glass and Glazing | • Drywall |

- Resilient Floor Covering/Carpet
- Terrazzo Flooring
- Sprinkler System
- Mechanical (HVAC)
- Electrical
- Fire Alarm
- Public Address
- Ceramic Tile/Quarry Tile
- Painting
- Plumbing
- HVAC Controls
- Technology
- Security
- Synthetic Turf and/or Running Tracks

You may provide a maximum of three (3) proposed Sub-contractors for each category. However, no additional Sub-contractors will be considered after submission of this list.

TAB 5: PROJECT EXPERIENCE:

List all educational projects and all other major projects constructed by your firm within the last five (5) years in similar scope and size to the project herein. For each project provide the name of the project; nature of the project/function of the building; size (square feet); locations; cost; completion date; name and contact person, address and phone number of both the Owner and Architect; and the manner in which your organization was selected (Bid, RFP, CM or other method).

TAB 6: FINANCIAL BACKGROUND:

Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

Non-current assets (e.g., net fixed assets, other assets).

Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

Non-current liabilities (e.g., notes payable).

Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).

Name and address of firm preparing attached financial statement and date thereof.

Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, and subsidiary).

Provide name, address, phone for bank reference.

Surety: Name of bonding company, name and address of agent. State total bonding capacity and total current bonding obligations with and without this project.

Please note that this information will be reviewed by the Owners Financial Officer or Consultant acting in that capacity. Reference Item 2.5 Supplementary Instructions to Proposers, Section 00 2116 for information regarding confidentiality.

TAB 7: CLAIMS AND SUITS:

List all lawsuits, requested arbitration and mediation with regard to construction contracts in the last ten (10) years.

List all judgments, claims, arbitration proceedings, mediation or suits pending or anticipated against your organization.

If your company has been in business less than ten (10) years then include any former company information if applicable.

TAB 8: QUALITY PROGRAM:

State your organization's overall approach to quality control for this project.

TAB 9: FELONY CONVICTION NOTICE:

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

PLEASE COMPLETE THE INFORMATION BELOW

I, undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

My firm is publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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(s): _____

Signature of Company Official: _____

END OF SECTION