

SECTION 00100

INSTRUCTIONS TO BIDDERS

PROJECT: **RE-BID** NEW DOUBLE TENNIS COURT AND RESURFACE /STRIPE FOUR EXISTING COURTS. **NEW** LIGHTING FOR THE FOOTBALL FIELD AND NEW LIGHTING FOR THE BASEBALL AND SOFTBALL FIELDS.

OWNER: SABINAL I. S .D.
409 WEST CULLINS AVE.
P.O. NOX 338
SABINAL, TEXAS 78881

TEXAS EXCEPTED ENGINEER: FRANKLIN JOHNSTON, P.E
Texas Excepted Engineer
BUILDING DESIGN GROUP - FIRM # F-744
P.O. BOX 291562, KERRVILLE, TEXAS 78029-1562
830-928-7507, fjohns@ktc.com

1. Receipt and Opening of Proposals:

The owner invites Proposals on the forms indicated for the above referenced project. The owner may consider informal any proposal not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement considered. No bidder may withdraw a proposal within thirty (30) days after the actual date of the opening thereof.

2. Preparation of Proposal:

Each proposal must be submitted on the prescribed form. All blank spaces for proposal prices must be filled in, in ink or typewritten, in both word and figures. Each proposal must be submitted in a sealed envelope addressed to the owner and designated "Proposal", bearing in the outside the name of the bidder, his/her address, the name of the project for which the proposal is submitted and the date and hour of the opening. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the owner at the designated location for opening of the proposals.

3. Telegraphic, Electronic, or FAX Modifications:

Any bidder may modify his/her proposal by telegraphic or electronic communication at any time prior to the scheduled closing time for receipt of proposals, provided such telegraphic / electronic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation on the telegraphic / electronic / FAX modification over the signature of the bidder was mailed prior to the closing time. The telegraphic / electronic / FAX communications should **not** reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner

until the sealed proposal is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic / electronic / FAX modification. FAX / e-mail proposals will not be acceptable unless the above procedure is followed.

4. Method of Bidding:

The work will be let in a **LUMP SUM PROPOSAL**. Proposals will be received at the **Sabinal I.S.D. Superintendent's Office, 409 West Cullins Ave., Sabinal, TX 78881 until 1:00 p.m., DECEMBER 5, 2019**, at which time they will be publicly opened and read aloud. Bidders are invited to attend.

5. Qualifications of Bidder:

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Each Bidder shall submit Contractor's Qualification Statement, AIA Form A305, with proposal. Prior to award of contract, the successful subcontractor shall meet and show proof of the following:

1. Five years in business under the current company name.
2. Experience of the proposed business entity on 3 similar projects.
3. No involvement of the proposed entity or any of its principals in bankruptcy re-organization for the past 5 years.
4. Full time employment of adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.
5. Availability of all equipment required for proper performance of the work.
6. Financial reserves required for proper performance of the work.

6. Time of Completion:

This project must be completed and ready for Sabinal ISD occupancy by APRIL 15, 2020. Time of completion of this contract is of importance to the Owner and may be considered in the award of the Contract. The contractor shall state on his/her proposal the number of calendar days he will require to complete the project in its entirety. Payments on the Contract will be made as provided by the contract. No payment will be made on the Contract after 30 days prior to the completion date set by the contractor, until final completion and acceptance by the Texas Excepted Engineer and Owner. If there is an extended unforeseen delay, over which the contractor has no control, such as severe or unreasonable weather, it shall be the contractor's responsibility to request any extensions in time within two weeks after the delay occurs; and his/her failure to make such request within the above time limit shall void any possible extension of the Contract time of completion. The Texas Excepted Engineer will be the judge as to whether a time extension is to be granted and so notify the Contractor.

The contractor shall include in his/her proposal a time to complete the base proposal (stated in calendar days) that includes his/her best anticipation of the number of working days that construction may be unable to take place due to inclement weather and muddy ground. This anticipated number of lost working days shall be stated on the proposal form in the space request time extensions for lost working days in the manner prescribed in these specifications. Time extensions approved by the Texas Excepted Engineer will be charged against the Contractor's stated anticipated number of lost working days and no changes in the actual contract completion date will be made until the number of approved time extension days exceeds the Contractor's stated anticipated number of lost working days. If the number of approved time extension days does not exceed the Contractor's stated anticipated number of lost working days, then the final Contract completion date shall be adjusted to the appropriate earlier date.

7. Conditions of Work:

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project by making an on-site visit and the employment of adequate labor thereon to complete the project on deadline shown herein. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract.

8. Addenda and Interpretation:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Texas Excepted Engineer, and to be given consideration must be received at least five days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications.. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her proposal as submitted. All addenda so issued shall become part of the contract documents.

9. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities have jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

10. Method of Award:

Following the deadline for receipt, the District's staff will receive, publicly open, and read aloud the names of the Offerors and all fees and prices stated in the Proposals. Within forty-five (45) days following the date of the opening, District staff will evaluate and rank each Proposal submitted in relation to the selection criteria set forth herein (District staff estimate that it will take approximately fourteen (14) days to evaluate Proposals). The District may also request additional information from Offerors at any time prior to final ranking of Offerors. The District may select all, some or none of the Offerors for interviews. Interviews with Offerors, if any, will not be scored separately from the Proposal, but may result in an adjustment in score. A recommendation will be made to the Board of Trustees as to the ranking of the Proposals.

Following the Board’s ranking of the Proposals based on the published selection criteria, the District will attempt to negotiate an agreement with the Offeror that offers the best value to the District. If the District is unable to negotiate an agreement with the selected Offeror, the District will, formally and in writing, end negotiations with that Offeror and begin the negotiation process with the next ranked Offeror in the order of selection ranking until a contract is reached or negotiations with all ranked Offerors end.

The contract will be awarded in accordance with the Selection Criteria per the Texas Government Code and stated in this document. The owner reserves the right to accept any of the proposals submitted or to reject all proposals and to waive any irregularities or informalities in any proposal.

Pursuant to Texas Government Code Section 2269.055 and 2269.056, the District will rank the Proposals based on the following criteria and relative weights:

WEIGHT	CRITERIA
35%	(1) Price
30%	(2) Offeror’s experience and reputation
7%	(3) Quality of the Offeror’s goods or services/Follow-up on warranty and corrective work
5%	(4) Impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses
10%	(5) Offeror’s safety record
5%	(6) Offeror’s proposed personnel
5%	(7) Whether the Offeror’s financial capability is appropriate to the size and scope of the project
3%	(8) Any other relevant factor specifically listed in the request for bids, Proposals, or qualifications
	8a. completion of the required Sabinal ISD vendor application package, which includes W-9, CIS of CIQ and Felony Conviction Information (including registered sex offenders)
	8b. completion time as scheduled
	8c. safety procedures set in place as outlined in the vendors proposal response. (See Item # 7 on Bid Proposal Form)
	8d. work schedule in regard to minimal amount of disruption to the education program
	8e. team orientation
	8f. change order reputation
	8g. warranty work reputation
	8h. client satisfaction (provide references)
	8i. time in business
	8j. experience
	8k. ability to meet bonding requirements
	8l. ability to meet insurance requirements
	8m. ability to maintain work force as required to meet completion schedules

All responses in your Proposal may be used to rank Offerors based on the criteria. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any

information available to the District without regard to whether such information appears in your Proposal. Questions regarding this RFP may be submitted to the address indicated above.

AIA Document A104–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor shall be the form of contract. These Forms are included by reference, see Item # 24 this Section.

11. Obligation of Bidder:

At the time of the opening of Proposals, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect of this proposal.

12. Contractors Liability:

Contractor only will be liable for injuries, damage, etc., to persons and/or existing facilities. Refer to Item #7 on Bid Proposal Form. See also Article 17 of the A104–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor.

13. Construction Operations:

Public School System may be in operation during construction periods, contractor shall exercise due caution for the safety of school students and personnel. See Article 9 of the A104–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor.

14. State Laws:

Contractors are reminded that Texas State Law prohibits smoking, possession and/or consumption of alcohol, illegal drugs, or possession of firearms or other weapons, and registered sex offenders, on or near school grounds.

15. Substitutions:

Where one or more products are specified, proposals shall be based upon one of the specified products. The materials, products and equipment described in the bidding documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Texas Excepted Engineer at least seven (7) days prior to the date for receipt of proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment to other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Texas Excepted Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If the Texas Excepted Engineer approves any proposed substitution prior to receipt of proposals, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

16. Plan Deposit: A \$250.00 plan deposit is required.

Deposit Return: Deposits of bona fide bidders will be returned upon receipt of all documents in good condition within ten (10) days after opening of proposals.

Additional Sets of Documents: Additional sets of documents may be obtained from the Texas Excepted Engineer at the contractor's expense, upon receipt of a check for \$ 150.00 each to cover the cost of reproduction of each set of plans. (Separate Checks for Deposit and Purchase of Documents) Reproduction costs will **not** be refundable.

Subcontractors may purchase plans from Hill Country Reprographics, 2500 Memorial Blvd, Suite C, Kerrville, Texas 78028, 830-896-2679.

Sabinal ISD website, **www.Sabinalisd.net** has the Contract Documents in pdf Format.

17. Insurance:

All contractors shall have Workmen's Compensation, Comprehensive General Liability, and Automobile Liability Insurance, and/or other provisions specified in Article 17 of the A104–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor

18. State Sales Tax:

The Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04 (f) of the Texas Limited Sales, Excise and Use Tax Act. The contractor performing this contract may purchase, rent, or lease all materials, supplies, equipment, used or consumed in the performance of this contract, by issuing to his/her supplier an exemption certificate in lieu of the tax, said exemption certificate complying with State Controller of Public Accounts ruling # 95-0.09 as amended, to be effective October 2, 1968.

19. Application and Certificate For Payment:

Use **AIA Document G 702 & G 703 for Application and Certificate for Payment**. Change the word "Architect" to "Texas Excepted Engineer". These Forms are included by reference, see Item # 24 this Section.

20. List of Subcontractors:

Contractors who use subcontractors to perform their work, shall submit a list of subcontractors with their proposal.

21. Penalty Clause:

Time is of the essence in this project. See Article 14 of the A104–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor.

22. Toxic and Hazardous Materials:

Toxic and hazardous materials, including but not limited to products or materials containing formaldehyde, asbestos, PCB, and lead shall not be provided nor installed, Contractor will be required to sign a statement to this effect.

23. General Conditions:

The General Conditions of this project are provided for within the A104–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor

24. Documents:

All **AIA Documents** referred to this Section may be purchased from:

AIA Austin

801 W.12th Street

Austin, TX 78705

Phone: 512-452-4332

FAX: 512-452-2284

www.aiaaustin.org OR from **AIA.org** on Internet.

25. Public Information:

The District fully complies with the Texas Public Information Act, Texas Government Code Chapter 552. During the course of the selection process, RFP responses are exempt from disclosure to the public under the Texas Public Information Act. The submitted Proposals will, upon the award of the contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you provide in your Proposal may contain commercial or financial information which you consider privileged or confidential, or may be of a nature which you believe may cause substantial competitive harm to your business if disclosed by the District to a third-party, even after the award. You may be entitled to protect this information at the time a request is made for disclosure; however, you will need to consult your legal counsel to assure that this type of information, if included in your Proposal, is properly marked as confidential prior to submission. Wholesale marking of your entire Proposal “Confidential” or “Proprietary” will not be effective. In the event information from your Proposal is requested, the District will use its best efforts to notify the Offeror of such request, but will have no duty to assert any claim to the Attorney General regarding that the Proposal or any parts of the Proposal are not subject to disclosure under the Act.

26. Conflict of Interest Questionnaire:

Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District shall file a completed Conflict of Interest Questionnaire (CIQ) with District. Complete, sign and submit the CIQ as part of your response to a Request for Proposals. The CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us.

27. Felony Conviction Notification:

Complete, sign and submit the Felony Conviction Notification Form included with the RFP document package.

28. Non-Collusion Affidavit:

Complete, sign and submit the Non-Collusion Affidavit included with the RFP document package.

29. Disclosure of Interested Parties:

Texas Government Code, Section 2252.908 requires a that “business entity” entering into a contract with a school district to submit, concurrent with its submission of the signed contract to the District, a “Disclosure of Interested Parties”, using the form and procedure established by the Texas Ethics Commission. The form requires disclosure of any “interested party” to the Contract of which the contracting entity is aware, and execution by an authorized agent of the contracting entity, acknowledging that disclosure is made under oath and under penalty of perjury. You are encouraged to contact your own legal counsel with any questions you may have about the process. Form 1295 must be submitted on the form promulgated by the Texas Ethics Commission and in compliance with the Commission’s rules, at the time the business entity submits the signed contract to the District. The form must be completed electronically and the process for doing so can be found at the Texas Ethics Commission website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 is not required to be submitted with the Proposal, but must be submitted by the successful Offeror before the Agreement is executed.

END OF SECTION