

REQUEST FOR COMPETITIVE SEALED PROPOSAL
FOR
CAMERON ISD BASEBALL COMPLEX

Request for Competitive Sealed Proposal

CSP RESPONSES DUE: 10:00am, August 21, 2014



Issued By:
Cameron Independent School District

Cameron, Texas

INTRODUCTION

CAMERON INDEPENDENT SCHOOL DISTRICT (“Owner”) is seeking qualified firms to provide Construction services in connection with the development and construction of a new Baseball field complex. Owner invites interested parties to submit seal proposals for this work, as outlined below.

SCOPE OF SERVICES

Cameron Independent School district is requesting competitive sealed proposals from firms to provide the following construction service to Cameron ISD Baseball field complex.

Owner reserves the right to award the projects based solely on the reviews of the CSP submittals. Owner promotes as well as encourages contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Respondents are encouraged to include HUB firms in their teams whenever feasible and appropriate. The contract resulting from this Request for Competitive Sealed Proposals will be in the form of the AIA A101-2007 Standard Form of Agreement Between Owner and Contractor, as amended for the Project. The terms and conditions for the project will be in the form AIA Document A201-2007, General Conditions of the Contract for Construction, as amended for the project. Such contract will include Liquidated Damages penalties for not meeting scheduling deadlines as a result of delays caused by the Contractor.

The Contractor will (but not limited to):

- Assume the risk of subcontracting the work, and guaranteeing completion of the project.
- Work with Owner representatives, consultants, as well as outside organizations as necessary for the purpose of constructing the projects.
- Provide monthly project reports including text and photographs to the Owner indicating the status of assigned construction projects in a format suitable for presentation to the public and Owner

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If Owner determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Proposal. All listed times are applicable local times for Cameron, Texas.

DATE / TIME	ACTION
Thursday, July 31, 2014 Thursday August 7, 2014	Legal Advertisement for RFP
Monday August 4, 2014 by 10:00AM	Last day and time for Respondents to submit Email communications and inquiries. They must be addressed to: CAMERON INDEPENDENT SCHOOL DISTRICT Attn: Collin Clark Email: cclark@cameronisd.net
Wednesday, August 6, 2014 by 5:00PM	Addenda, if any, posted at plan rooms and on Owner website.
Thursday, August 21, 2014 @ 10:00am	Deadline for proposal submission
Tuesday August 21, 2014 @ 12:00noon	Proposal opening- Only Respondents names will be read aloud

COMPETITIVE SEALED PROPOSALS SHALL BE DIRECTED TO:

Cameron Independent School District
Attn: Collin Clark
304 E. 12th St.
Cameron, Texas 76520

Clearly mark Submission:
Request for Proposals
Competitive Sealed Proposal
Cameron ISD Baseball Complex
Due Date: 10:00am, August 21, 2014

Respondents are to submit one (1) original complete response with signatures in blue ink, four (4) copies of the complete response and one (1) compact disk/flash drive of the complete response that can be reproduced. **If a Respondent fails to supply all of the required information, the submission may be deemed non-responsive.**

EVALUATION CRITERIA AND SELECTION PROCESS

In awarding a contract, Owner will utilize a one-step process: Consisting of the submissions and evaluations of the CSP.

PROPOSED SCORING: Weighted scoring criteria for the submitted proposals will be
Weighted scoring criteria for the submitted proposal will be:

Cost of the Project	30%
Experience with similar projects of this type. Firm profile (including history, company principals, experience), firm experience, and proposed personnel with similar projects	15%
HUB certification and/or HUB subcontracting plan, including percentage of business and partnering firms.	05%
Experience working with Cameron Independent School District	10%
Major Sub Contractors proposed for this project.	15%
Proposal submission with Cameron Economic Development Corporation and City of Cameron at the Multiplex Tourism Event Center site.	5%
References	10%
Completeness and thoroughness of submittal packet	10%
TOTAL SCORE	100%

FINAL SELECTION OF FIRMS

All committee member scores will be combined. The firms will be ranked with the highest score to be recommended for negotiation and execute approval for a Contract for construction

PROPOSAL TERMS AND CONDITIONS

Firms are cautioned to read the information contained in this CSP carefully and to submit a complete response to all requirements and questions as directed.

Owner reserves the right to reject any and all responses and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. Owner is not liable for any expense incurred by the firm in the preparation and presentation of its response.

GOVERNING LAW AND VENUE

This CSP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Texas and shall be deemed to have been executed and entered into in the State of Texas. Any such contract shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Texas, and any provision in such contract in conflict with Texas law and rules shall be void and of no effect. Owner and all firms hereby agree that this CSP and resulting contract, if any, shall be enforced in the courts of the State of Texas and that venue shall always be in Milam County, Texas.

APPROPRIATED FUNDS

The purchase of any service, which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, Owner can cancel the service contract by giving the firm written notice of its intent to cancel not less than thirty (30) days prior to the end of the term without penalty. Upon cancellation of the contract, Owner will not be responsible for any payment of any services received that occur after the end of the current contract period.

WAGE RATES

The Contractor shall not pay less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only. The Owner is not bound to pay any claims for additional compensation made by any contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The "Prevailing Wage Schedule" is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.

Notification to Workers. The Contractor shall notify each worker, in writing, of the following as they commence work on the Contract: the worker's job classification, the established minimum wage rate requirement for that classification, as well as the worker's actual wage. The notice must be delivered to and signed in acknowledgement of receipt by the worker and must list both the wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the Owner, the Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law. The Contractor shall submit a copy of each worker wage-rate notification to the ODR with the application for progress payment for the period during which the worker was engaged in activities on behalf of the Project.

The "Prevailing Wage Schedule" is determined by the Owner in compliance with Tex. Gov't Code, Chapter 2258. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a Subcontractor, the Contractor shall promptly inform the ODR of the proposed wage to be paid for the skill along with a justification for same. The Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the Prevailing Wage Schedule. In no case shall any worker be paid less than the wage indicated for Laborers.

Penalty for Violation. The Contractor and any Subcontractor will pay to the State a penalty of sixty dollars (\$60) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule.

Complaints of Violations. Owner's Determination of Good Cause. Upon receipt of information concerning a violation of Tex. Gov't Code, Chapter 2258, the Owner will, within 31 days, make an initial determination as to whether good cause exists that a violation occurred. The Owner will send documentation of the initial determination to the Contractor against whom the violation was alleged, and the worker involved. Upon making

a good-cause finding, the Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation. If the Contractor and claimant worker reach an agreement concerning the claim, the Contractor shall promptly notify the Owner in a written document countersigned by the worker.

No Extension of Time. If the Owner's determination proves valid that good cause existed to believe a violation had occurred, the Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures set forth herein.

SALES AND USE TAX

Owner as a public entity is exempt from state and local sales taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act.

OPEN RECORDS REQUESTS

After an award is made and contract(s) have been executed, all responses may become public records in accordance with the Texas Government Code Section 552.021. Information is accepted from the requirements of section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

OBSERVANCE OF OWNER RULES AND REGULATIONS

Firm agrees that at all times its employees will observe and comply with all policies and procedures of Owner, including but not limited to smoking, parking and security directives. The firm will be required to follow Owner policies in dealing with improper conduct and discrimination and will report all incidents or injuries to Owner.

REMEDIES FOR NON-PERFORMANCE OF CONTRACT AND CONTRACT TERMINATION

If the vendor cannot comply with the terms and conditions in fulfilling this contract as anticipated, the vendor must supply the same products or services contracted for other sources at the contract price. The vendor's delay in the above constitutes the vendor's material Breach of Contract, whereupon Owner may terminate the vendor's contract for cause as provided by the remainder of this section.

Except as otherwise provided for within the terms and conditions of this document, this contract may be terminated in whole or part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

TRAVEL EXPENSES

Respondent should not under this CSP or any resulting contract charge Owner for any travel expenses, lodging and/or meals without prior written approval from Owner. Upon written approval, Respondent may be authorized to incur travel expenses payable by state and Owner Board policy. Any expenses in excess of the proscribed amounts shall be borne by the Respondent.

NON –EXCLUSIVE CONTRACT

This is not an exclusive contract and will not restrict in any way Owner's rights to contract with others for services and/or commodities similar to those specified within this CSP.

LIMITATION OF REMEDIES, INDEMNIFICATION AND INSURANCE

The Respondent awarded the CSP accepts full responsibility for acts or conduct of its employees or agents, or services rendered and agrees to indemnify, defend and hold; the Cameron Independent School District and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement or acts of Respondent's employees or agents. Owner will not be liable for any damage or injury to Respondent or its employees or its properties. Owner cannot indemnify the vendor in accordance with Texas Law.

Under this CSP, and the resulting contract, if any, the Respondent and, to the extent permitted by Texas law, Owner each must hold each other and those in privity with the other and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts and omissions of the indemnifying party and those under the indemnifying party's supervisor and control.

INDEMNIFICATION: Respondent acknowledges and understands that the Owner is immune from all tort claims, except those involving the negligent use or operation of a motor vehicle or as otherwise specified by law. Nothing contained in this agreement shall constitute a waiver of immunity by Owner, nor an agreement to assume any liabilities of Respondent or Respondent's Company for which Owner would be entitled to claim immunity.

If awarded the bid for services as outlined in this CSP, Contractor agrees that in the performance of any services in any subsequent agreement with CISD, Contractor shall be liable for and shall indemnify and hold CISD harmless from any and all losses, damages, including death, property damage, personal injuries, claims, and liabilities arising from any misconduct in the performance or non-performance of any helicopter flight services or any other obligation under the agreement.

Contractor understands that Owner and Contractor are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This CSP and any subsequent agreements shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon any party. Contractor agrees and understands that any equipment and personnel of Contractor shall be under Contractor's sole responsibility and control.

To the extent permitted by the laws and the Constitution of the State of Texas and without waiving any and all immunities to which it is entitled, Owner will indemnify and hold harmless Respondent.

Respondent may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of Owner. Any contract resulting from this CSP may only be amended in writing and signed by the Respondent and Owner using the same degree of formality evidenced in the contract resulting from this CSP.

Respondent will not name Owner in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of Owner except on the specific, written authorization in advance by Owner.

The agreement between the Respondent and Owner may be cancelled by mutual written agreement of both parties upon thirty (30) days notice.

Respondent is subject to and must comply with provisions of Owner's Equal Opportunity Policy and applicable state and federal anti-discrimination laws. This is not an exclusive contract and will not restrict in any way Owner's right to contract with others for services and/or commodities similar to those specified in this proposal.

Respondent certifies by responding to this solicitation that it has taken or will take documented steps to encourage the participation of Targeted Small Business for the purpose of subcontracting and supplying of materials and services.

INSURANCE and BONDS

Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of 30-day prior written notice to Owner of cancellation, non-renewal or material change in coverage.

Required Policies:

1. Commercial General Liability:
 - a. Combined single limits for bodily injury and property damage;
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 Aggregate
2. Comprehensive Automobile Liability
 - a. Combined limit for bodily injury and property damage:
 - i. \$500,000 Each Occurrence and Aggregate
3. Umbrella Liability
 - a. Combined limit for bodily injury and property damage:
 - i. \$2,000,000 Each Occurrence and Aggregate
4. Workers Compensation
 - a. Statutory limits
5. Payment and Performance Bonds
 - a. Full value of contract

Send the insurance certificate to:

Collin Clark
 Cameron Independent School District
 304 E. 12th Street
 P.O. Box 712
 Cameron, TX, US, 76520
 254.697.3512 Fax: 254.697.2448

Each insurance policy maintained by Contractor must be endorsed as follows:

1. "Cameron Independent School District is named an Additional Insured." (Except the Workers' Compensation and Aircraft Liability policy)
2. "Underwriters waive all rights of subrogation against Cameron Independent School District."
3. "The coverage afforded herein shall be primary in relation to any policies carried by Cameron Independent School District."
4. To provide 30 days written notice of cancellation or reduction of any coverage to Cameron Independent School District.

ESTIMATED BUDGET

The Owner has established a range of **\$2,200,000** as the estimated construction budget for all Work including alternates as described in the Drawings, Specifications and other Contract Documents prepared by the A/E.

ESTIMATED CONSTRUCTION TIME

The Owner has determined that **the project MUST be substantially complete by March 1, 2015**. The Notice to Proceed will be issued on or **about August 28, 2014**. This time should be sufficient time for performing all work including alternates in accordance with the drawings, specifications and other contract documents prepared by the A/E. No extra days will be allowed for rain or weather.

Default and Liquidated Damages per the contract, Time is of the Essence. Owner and Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. This is especially significant because the project completion is based on a seasonal window of opportunity. Failure to complete the project in a timely fashion will result in loss of opportunity due to missing the window for the University Interscholastic League Baseball season.

RECORD KEEPING AND FINANCE CONTROLS

Contractor acknowledges that this Agreement is to be administered on an "open book" arrangement relative to the Costs of the Work, and any other costs herein that are connected to the Work that is the subject of this Agreement. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and its accountants shall be afforded access from

time to time, upon reasonable notice, to Contractor's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Contractor shall preserve for a period of three (3) years after Final Payment. In the event, however, a dispute arises between Owner and Contractor regarding contract performance, Contractor shall preserve and continue to afford access to Owner of such items referred to in this paragraph until such dispute is resolved, as confirmed by Owner and Contractor.

PROPOSAL INFORMATION

This CSP and related attachments will be posted on the Owner website at the following address: www.cameronisd.net. All CSP documents can be downloaded from this website with **bidder's google account**.

ADDENDA TO THE REQUEST FOR PROPOSAL

If necessary, addenda will be issued by Owner. Appropriate time will be allowed for response to such addenda. ALL questions shall be directed in writing to Collin Clark,

CONFLICTS DISCLOSURE

Pursuant to Chapter 176.001 of the Texas Government Code, all vendors or potential vendors who have a family or business relationship with a member of Owner or an Owner administrator or who has given a gift or gifts worth more than \$250.00 to a member of Owner or an Owner administrator within the twelve (12) month period prior to responding to this CSP and wishes to conduct business or be considered for business with Owner are required to file a Conflicts Disclosure Questionnaire with Owner. This questionnaire must be filed with the Owner Office of General Counsel, the designated Records Administrator, no later than seven (7) days after the date the vendor submits an application or response for proposals or bids, begins contract discussions or negotiations with Owner, or writes correspondence or any other type of writing related to a potential agreement with Owner. Failure of a vendor or potential vendor to submit the Conflicts Disclosure Questionnaire to the Records Administrator is a Class C misdemeanor punishable by a fine not to exceed \$500.

The Conflicts Disclosure Questionnaire may be found at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

INTERPRETATION OR CORRECTION

Owner is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the RFP will be made in writing by the Owner Purchasing Department. Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by Owner and the Respondent.

From the date of issuance until Owner takes final agency action, the Respondent must not discuss his response or any part thereof with any employee, agent, or representative of Owner except as expressly requested by Owner in writing. Violation of this restriction will result in rejection of the Respondent's response.

No negotiations, decisions, or actions should be initiated or executed by the Respondent as a result of any discussions with any Owner employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, via email, to Collin Clark. In the request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent must also recommend specific written changes to the specified condition(s) or requirement(s).

All inquiries or requests for changes or information must be received by Collin Clark no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by the Owner will become a part of the CSP, and Respondents must acknowledge receipt of each addendum by number and date in its response.

Inquiries concerning Request for competitive Sealed Proposal should be addressed to Owner as shown on the Calendar of Events.

PROVISIONS FOR RECOMMENDATION

It is understood that Owner reserves the right to:

1. Reject any and/or all proposals.
2. Accept any proposal or portion thereof most advantageous to Owner.
3. Revise the CSP and/or to issue addenda to the CSP, in the event it becomes necessary to revise any or part of the CSP. Addenda will be provided to all those who received the proposal.
4. Cancel or re-issue the Competitive Sealed Proposal, in whole or in part, prior to execution of a contract.
5. Negotiate with any or all qualified Respondents.
6. Award bid based on the overall best business decision for Owner, not solely based on low bid.
7. Waive any informalities or regularities.
8. Increase and/or decrease scope of work as deemed necessary to accommodate for budgetary and/or operational requirements.
9. Request additional information or require a meeting with the Respondent(s) for clarification.
10. Request interviews/presentations from Respondents following submission of the proposals.
11. Modify timeline, in form of addendum.

SUBMITTAL GUIDELINES

Sealed responses for **CSP Cameron ISD Baseball Complex**, will only be received until the “deadline for submission” listed on the Calendar of Events. Responses or amendments to the received response that arrive after due date may not be accepted or considered.

At the due date and time, all received responses will be opened for the sole purpose of recording the names of the firms submitting written responses.

Any response not prepared and received in accordance with provisions stated herein, will be considered an informal response and any/or all of the response may be rejected.

If the submittal package is mailed, sufficient time must be allowed to ensure Owner’s proper receipt of the package by the time specified above. Allow an additional 24 hours for Owner’s internal mail process. It is the sole responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at Owner’s specified location by “deadline for qualification submission” listed on the Calendar of Events.

Withdrawal can only be made until the submission due date and time. No submittal may be withdrawn after the deadline.

Each company will pay all costs associated with the preparation of the qualification submittal, travel to the project site and, if applicable, subsequent oral presentations if requested by Owner.

SUBMITTAL FORMAT

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s ability to meet the requirements of this CSP. Emphasis should be on the quality, completeness, clarity of content, responsiveness to the requirements and an understanding of Owner needs.

Submittals should be printed on letter size paper (8.5” x 11”) and plastic spiral type binding that will allow the submittal to lie flat when opened. Do not use metal-ring hard cover binders.

Include a Table of Contents page for the entire submittal and give sequential page numbers for each part of the submittal including attachments. Arrange the submittal in the order listed on Page 10 of this CSP.

Separate each part of the submittal package by use of a divider sheet with a tab for ready reference. Tab references shall correspond with the Table of Contents page and do not count toward page limit.

Each complete response should contain a **maximum of thirty five (35)** pages including the items listed below.

PROPOSAL SUBMITTAL CONTENT

Items to be submitted within Respondent's Sealed proposal. Item number below should match with tab in prepared Respondent's proposal:

- | <u>Tab</u> | <u>Submittal Content</u> |
|-------------------|--|
| 1. | Signed Proposal Submittal Cover Sheet Form |
| 2. | Respondent's Cover Letter –generated on company letterhead, including a Statement of Interest and including an executive summary (i.e. a brief summary of your response). |
| 3. | Completed Conflict of Interest Questionnaire. |
| 4. | Company profile including history, company principals and experience. |
| 5. | Copy of Historically Underutilized Business (HUB) Certificate OR Respondent's HUB Subcontracting Plan listing percentage of work to be subcontracted to a HUB. If applicable, provide a list of partnering HUB firms with contact information. (Certificates size can be minimized – fit 6 to page) Limit this section to 3 pages. |
| 6. | Identify and provide a brief description of the qualifications of the lead person(s) in the professional service areas. Detail resumes should be provided as an attachment to the submittal. |
| 7. | Required six (6) professional references for which similar work is in progress or completed, not including Owner: <ol style="list-style-type: none">a. Client Nameb. Contact Name, Titlec. Contact Phone/Fax Number/Email Addressd. Brief description of work completed as it relates to this Request, and date of competition |
| 8. | List of projects completed and or in-progress projects with a brief scope of the company's involvement that has been completed within the last five (5) years. Include owner's complete and current contact information. |
| 9. | Any additional information that the Respondent(s) determines would be helpful in the evaluation of the Respondent's qualifications should be included as an attachment to the response. (Limit to 3 pages). |
| 10. | RFP Bid Proposal Form. |
| 11. | Bid Bond; Completed Bid Bond Form- <i>Attachment A</i> - note you can use your own form |
| 12. | Acknowledgement of the following: <ol style="list-style-type: none">a. List Addendum # ___ Received: _____ Date of Addendum: _____b. List Addendum # ___ Received: _____ Date of Addendum: _____c. Receipt of Drawings by Architects. Date received: _____d. Received, Reviewed and Agreed to execute without modification the Owner Owner-Contractor Construction Agreement if awarded the project. <i>Attachment B</i>e. Prevailing Wage Rates |

EXHIBIT A
Request for Proposal
Competitive Sealed Proposal for
CAMERON INDEPENDENT SCHOOL DISTRICT (OWNER)

BID PROPOSAL FORM
All Bids Must Be Submitted On This Form

	COLUMN A BID AMOUNT	COLUMN B PAYMENT & PERFORMANCE BOND	COLUMN C OWNER'S ALLOWANCE	COLUMN D GRAPHIC'S ALLOWANCE	COLUMN E (SUM OF COLUMNS A THRU D) TOTAL BID
Base Proposal (Completion of all Work as outlined in the contract documents.)			\$0	\$0	
TOTAL BID					

ALTERNATES (ADDITIVE):

Alternate No. 01: Bid Alternates to be added prior to Bid Notice publication. Bid alternates to include Restrooms and storage in dugouts. Refer to the Construction Documents and Project Manual for clarification for each portion of work.

BID BOND

A bid bond or cashier's check for 10% of the total bid will be required for this project. Bond MUST be submitted with your bid to be considered and (Attachment A) completed bid bond form Page 15. Checks should be made payable to Cameron Economic Development Corporation. Proposal will be considered non-responsive if bid bond is not submitted.

This bid security will be held until a contractor has been awarded the project. The bid security for the contractor receiving the award will be held until a purchase order has been issued for the project and work has begun.

CONTRACTOR: _____

PERSON SUBMITTING BID: _____ / _____
(Print) (Signature)

ADDRESS: _____

TELEPHONE: _____ DATE OF BID: _____

E-MAIL: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	Name of person doing business with local governmental entity.
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

ATTACHMENT A
BID BOND

Bid Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

That we, CONTRACTOR NAME, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Cameron Independent School District Oblige in the penal sum of Ten Percent (10%) of (show dollar amount - written and actual) the Lump Sum Cost for the Project defined herein below, for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Whereas the Principal has executed a contract, with Oblige for the use and benefit of the Cameron Independent School District at Cameron, Texas, dated _____ (the "Contract"), for the CSP Cameron ISD Baseball Complex.

NOW THEREFORE, the condition of this obligation is such that, if the aforesaid Principal shall execute a Lump Sum Price Proposal acceptable to all parties, the said Principal will, within the time required by the Contract, give Performance and Payment Bonds, as required by the Contract, to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise the Principal and surety will pay unto the Oblige the difference in money between the amount of the Lump Sum Price Proposal of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

ATTEST:

By: _____
(Typed Name)
Corporate Secretary

CONTRACTOR

By: _____
(Typed Name)
President

(SEAL)

ATTEST:

By: _____
(Typed Name and Title)

By: _____
Surety

By: _____
(Typed Name and Title)