



CONTRACT CONDITIONS
FOR
DISTRICTWIDE AIR PURIFIER EQUIPMENT
AT
ALL SCHOOLS
MIDLOTHIAN, TEXAS

Project Manual



1/12/22

ENGINEER

RWB CONSULTING ENGINEERS
12001 NORTH CENTRAL EXPRESSWAY, SUITE 1100
DALLAS, TEXAS 75243

RWB Project No. 21182.00
January 12, 2022

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REQUEST FOR PROPOSALS

Request for Proposals for the work identified below in accordance with Proposal Documents and addenda as may be issued prior to date of proposal opening will be received by the Board of Trustees, Midlothian Independent School District, until proposal closing date and time, as identified below. Proposals from Offerors will then be opened in public and read aloud.

OWNER: **Midlothian Independent School District**
100 Walter Stephenson Road
Midlothian, TX 76065

PROJECT: **RFP 2122-010 Districtwide Air Purifier Equipment**
Midlothian Independent School District
Midlothian, Texas

PROPOSAL DATE AND TIME: Proposal Due: **Tuesday February 1, 2022, 2 PM**

LOCATION OF PROPOSAL OPENING: **Midlothian Independent School District Administration Building**
100 Walter Stephenson Rd
Midlothian, TX 76065

Proposal Documents will be available on January 13, 2022. If applicable, Qualified Offerors (General Contractors) may obtain a free electronic copy of the Project Manual.

A link to the digital copy of the project manual may be obtained from the MISD Website and/or Ms. Shana Volentine, e-mail: shana.volentine@misd.gs

All proposals must be in the hands of the Owner no later than the time specified above. Please seal all proposals in duplicate in an envelope with the following information on the face of the envelope.

Name of Offeror
RFP 2122-010 Districtwide Air Purifier Equipment
Midlothian Independent School District

The Owner reserves the right to reject any and all proposals and to waive any irregularities in the Proposal process. No proposal shall be withdrawn within 30 days after the proposal opening without the specific consent of the Owner.

INSTRUCTIONS TO PROPOSERS

EXAMINATION OF DOCUMENTS AND SITE

- Each proposer, by making his Proposal, represents that he has read and understands the Proposal Documents. Failure to do so may be materially non-responsive and result in non-consideration of the bid.
- Each proposer, by making his Proposal, represents that he has visited the site, performed investigations and verifications as necessary and familiarized himself with the local conditions under which the Work is to be performed and will be responsible for errors in his proposal resulting from his failure to do so.
- Each proposer by making his proposal represents that his proposal is based upon the materials, systems and equipment required by the Proposal Documents without exception.
- If applicable, any and all site visits shall be coordinated through:

Rola Fadel
 Midlothian ISD
 Director of Architecture & Facilities
 Email: rola.fadel@mysd.gs

QUESTIONS

- Proposers shall submit questions about the Proposal Documents to the MISD Purchasing Department in writing by the date identified in the proposal. Replies will be issued to proposers as an addendum to the Proposal Documents and shall become a part of the Contract. The Owner will not be responsible for oral clarification.
- Submit all questions to:

Shana Volentine
 Midlothian ISD
 Purchasing Agent
 Email: shana.volentine@mysd.gs

SUBSTITUTIONS

- Each proposer represents by submitting his proposal that his proposal is based upon the materials and equipment described in the proposal documents

STATUTORY PERFORMANCE BOND AND STATUTORY LABOR AND MATERIAL PAYMENT BOND (as applicable)

- A Statutory Performance Bond and a Statutory Labor and Material Payment Bond will be required of the successful proposer and shall be executed by a surety company acceptable to the Owner and authorized to do business in the State of Texas. Each bond shall be in an amount equal to one hundred percent (100%) of the contract price. The Performance Bond and the Labor and Material Payment Bond may be in one or separate instruments in accord with local law and are to be delivered to the Owner no later than the date of execution of the contract. Failure or neglecting to deliver said bonds, as specified, shall be considered as having abandoned the contract and the proposal security will be retained as liquidated damages.
- Bonds shall be executed by a Surety Company that is:
 - Approved by the school district, and duly authorized and admitted to do business in the State of Texas as determined by the State Board of Insurance.
 - Listed by the United States Department of the Treasury in that issue of the "Federal Register" covering the date on which the bond was executed and the date that Surety Company has obtained reinsurance, if applicable, from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury.

CERTIFICATE OF LIABILITY INSURANCE

- The successful proposer shall provide a Certificate of Liability Insurance in at least the amount of \$1,000,000.00. The Midlothian Independent School District shall be listed as additional insured.

MODIFICATION AND WITHDRAWAL

- No proposal may be changed, amended or modified after submittal. Proposers may withdraw proposals prior to proposal opening.
- No right or interest in this contract or delegation of any obligation shall be assigned by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

SUBMITTAL

- Submit proposals in accordance with the Request for Proposals.
 - Enclose proposal in an opaque, sealed envelope. Clearly mark on the outside of the proposal envelope:
 - Project name
 - Name of proposer
 - Midlothian Independent School District
- Preparation of Proposals: Proposals shall be submitted on unaltered proposal forms. Fill in all blank spaces. If there are entries (blank spaces) on the proposal form which do not apply to a particular proposer, these entries shall be marked "N.A." (Not Applicable) by the proposer. No proposals will be considered that are amended or are qualified with conditional clauses, alterations, items not called for in the proposal, or irregularities of any kind which, in the Owner's opinion, may disqualify the proposer.
- Proposals meeting the requirements of the RFP shall be considered. Respondents taking exception to the specifications or offering substitutions shall state these exceptions.
- Each proposer shall submit one original, one duplicate copy, and one digital copy saved on a USB Flash Drive of each of the following. All shall be submitted in a single sealed envelope. Electronic signatures are acceptable.:
 - Checklist for RFP 2122-010 (Reference form attached to the end of this Section)
 - Proposer Identification: Contractor shall add a Cover Sheet/Proposer Identification Form that includes the following information:
 - Date
 - Company Name
 - Full Address
 - Phone #
 - Email Address
 - Proposal Form
 - Proposer shall note any contract deviations. Midlothian Independent School District can consider such deviations but is not obligated to accept such deviations
 - RFP Response Form Page 1 and Page 2
 - SB 9 Contractor Certification: Contractor Employees
 - Reference Sheet
 - Felony Conviction Notice (Reference form attached to the end of this Section)
 - 1295 Certificate of Interested Parties - This form must be completed online, printed and signed. (Reference form attached to the end of this Section)
 - Conflict-of-interest Questionnaire (Reference form attached to the end of this Section)
 - Non-collusion & Non-Discrimination Form (Reference form attached to the end of this Section)
 - HB 89/SB 252 Certification Form (Reference form attached to the end of this Section)
 - Any other information that responds to the Selection Criteria listed.
 - Each proposer shall submit one original, one duplicate copy, and one digital copy saved on a USB Flash Drive.
- Proposals received in the District's Business Office after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp in the Business Office shall be the official time of receipt. Proposals MAY NOT be submitted by facsimile or email.
- Pricing submitted on this proposal is firm for a period of **60 Days** from the proposal opening date.
- The person signing the proposal should show the title that gives the authority to bind the firm to a contract.

DETERMINATION OF SUCCESSFUL RESPONDENT AND AWARD OF CONTRACT

- In determining the Selected Offeror, the Owner will evaluate the information submitted on the Proposal Form, and other selection criteria including the following Selection Criteria:

COST	35 POINTS	The purchase price will be scored mathematically as a ratio of the proposal pricing.
REPUTATION	15 POINTS	The respondent's demonstrated knowledge, competence and experience with similar type services/goods for districts and/or public entities.
QUALITY	15 POINTS	Including, but not limited to, the quality, qualifications and experience of the respondent's goods/services associated with this solicitation.
DISTRICT NEEDS	15 POINTS	The extent to which the goods and/or services meet the District's needs
DISTRICT/EDUCATION RELATIONSHIP	10 POINTS	The respondent's past relationship with the District and quality of reference from past or current customers in education.
LONG TERM COST	10 POINTS	Any proposed price increase beyond the first year, if applicable or associated costs with maintenance/upkeep of associated goods/services.

- The district does not award/purchase on the basis of low bid alone.
- The District may choose to conduct interviews with proposers as part of the evaluation and selection process. If interviews are necessary will be held at:
Midlothian Independent School District Administration building
100 Walter Stephenson Rd
Midlothian, TX 76065.
- The Selection Committee, that may be comprised of Midlothian ISD administrators, architects, consultants and other staff, will make an initial evaluation of the proposals. The committee's recommendation will be considered by the Midlothian ISD Board of Trustees ("Board"). The District reserves the right to review the recommendation with others deemed appropriate by the District prior to review by the entire Board. The final decision-making authority on the proposals rests with the full Board.
- The District will make such investigations as it deems necessary to determine the ability of the Offeror to perform the Work, and the Offeror shall furnish all such information and data for this purpose as may be requested. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the District that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- The District reserves the right to reject any or all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the District. The District also reserves the right as a sole judge of quality and equality.
- A decision regarding determination of the successful Offeror will be made by the District as soon as practical.
- If awarded, the successful vendor(s) will be notified by authorized District personnel.

EXECUTION OF CONTRACT (as applicable)

- The Owner reserves the right to accept any proposal, to reject any and all proposals, or to negotiate contract terms with the various proposers, when such is deemed by the Owner to be in his best interest.
- Notwithstanding delays in the preparation and execution of the formal contract agreement, each proposer shall be prepared, upon written notice of proposal acceptance, to commence work on or before a date stipulated in an official written order of the Owner to proceed.
- The district limits its purchases through the use of properly drawn and authorized purchase orders. Consequently, the District is not responsible for items delivered or picked up and/or services that were not authorized via this method. Therefore, the purchase order number shall appear on ALL itemized invoices and packing slips to ensure payment.
- This contract, once accepted will include the period agreed upon between the District and the vendor(s) to complete the projects listed in the RFP. Any purchase order dated and issued within these dates will be subject to the terms and conditions of this contract.
- If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies (though not just limited to

- these): purchase the products/services elsewhere and/or cancel the contract.
- Proposals may not be withdrawn without written approval after a contract has been signed or a purchase order executed or after a partial performance of the proposal agreement has begun.
 - The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or other cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the District's best interest to do so.

PAYMENT

- The title and risk of loss of the goods/services shall not pass to the District until the District actually takes possession of the goods/services at either the point of sale or the point of delivery.
- On purchase order contracts – itemized invoices shall be issued for only those items/services received. Payment shall not be due until the invoice(s) are submitted after delivery. Pursuant to Texas Government Code 2251.021, payments will be made within thirty (30) days. Invoices shall be mailed directly to:

MISD Business Office

100 Walter Stephenson Rd.

Midlothian, X 76065

Attn: Accounts Payable

Or

Email to: accounts_payable@misd.gs

TIME OF COMPLETION AND LIQUIDATED DAMAGES (as applicable)

- The contract date will be established as the number of consecutive calendar days as set out on the proposal form from the "Notice-to-proceed" date issued by the Owner.
- Failure of the Contractor to complete the Work by the contract date will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Due consideration will be given to delays as outlined in the Contract.
- The Contractor will pay the Owner the amount indicated on the Proposal Form and in the General Conditions for each calendar day of delay in finishing the Work in excess of time specified for completion, plus authorized time extensions. Execution of the Contract under these specifications shall constitute agreement by the Owner and Contractor that the amount indicated is the minimum value of the costs and actual damage caused by failure of the Contractor to Substantially Complete the Work within the allotted time, that such sum is Liquidated Damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

SALES TAX EXEMPTION

- The Owner qualifies for exemption from State and Local Sales Taxes as set forth in the Supplementary Conditions. Tax exemption certificates will be issued upon request.

TERMINATION OF CONTRACT (as applicable)

- The requirements of Government Code, Chapter 552, Subchapter J - Additional Provisions Related to Contracting Information, applies to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- Each respondent must give notice to the District if a person, owner or operator of the business has been convicted of a felony. The District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.
- Respondents shall note any and all relationships that might be a Conflict of Interest and include such information with the Proposal.
- Please note that a gift to a public servant is a Class A misdemeanor offense if the recipient is a government employee who exercises any influence in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- Pursuant to Texas Government Code Chapter 2271, if this contract is valued at \$100,000 or more and if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. This section does not apply to a sole proprietorship. On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of Chapter 2271 as it existed before the amendment in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of the current Chapter 2271 until further order of this or higher court having jurisdiction over the issue.

ADDITIONAL TERMS AND CONDITIONS (as applicable)

- Delivery of goods/services will be made during normal working hours unless prior approval has been obtained.
- The successful proposer shall possess and maintain criminal background checks for all personnel working on District Property.
- MISD reserves the right to purchase additional services as listed on this proposal subject to the verification of the same or lower prices and conditions as the proposal.
- MISD also reserves the right to waive minor technicalities or formalities considered in the best interest of the district.
- In case of discrepancies within the drawings, within the specifications, or between the drawings and specifications, the better quality and greater quantity, shall be furnished and installed.

END OF DOCUMENT

SECTION 00 04 00

GENERAL STIPULATIONS AND CONDITIONS OF PROPOSAL

RFP 2122-010

**Districtwide Air Purifier
Equipment**

Company Name

Address

City/State/Zip

Area Code & Phone Number

Fax Number

E-mail Address

Federal Tax Identification Number

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions and Specifications contained herein, and that if accepted by the Midlothian Independent School District, all of the provisions are part of a binding contract between MISD and our company. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm or cooperation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Owner or Legally Authorized Representative

Signature

Title

Date



RFP 2122-010
Districtwide Air Purifier
Equipment

Remittance Address

Address

City/State/Zip

Local Representative

E-mail Address

Phone and Fax Numbers

ALL PURCHASES MUST OCCUR WITH AN APPROVED DISTRICT PURCHASE ORDER

- 1) Our firm will accept orders using district purchase orders. YES NO

REFERENCES

Please list your references

1. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

2. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

3. Business Name: _____

Contact: _____

Address: _____

Phone Number: _____

Email: _____

Scope of Work/Project: _____

Felony Conviction Notice

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

#44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

Senate Bill 1, passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a publicly held corporation.

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

Vendor's Name: _____

Authorized Company Official's Name: (please print)

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

Signature of Company Official: _____

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

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony: Name

of Felon(s): _____

Details of Conviction: _____

Signature of Company Official: _____

THIS COMPLETED FORM MUST BE RETURNED WITH PROPOSAL

CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS
& BOYCOTTING OF ISRAEL****[Govt Code 808 (HB89) and Govt Code 2252 (SB252)]**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

 Initials of Authorized Representative of Vendor

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

MISD PURCHASING OFFICE (INTERNAL REVIEW): SB 2252 Certification

Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the lists (Circle one).

Verified by: _____

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and signing this certificate, this Proposer:

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm’s Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official’s Name: _____
(Typed or printed)

Title of Authorized Representative: _____
(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____



STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

My signature certifies that the accompanying Proposal:

- 1. Is not the result of, or affected by, an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupation qualification reasonably necessary to the normal operations of the Seller, The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
4. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Seller shall include the provisions of the foregoing paragraphs 2, 3 and 4 in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller:

NAME OF SELLER:

ADDRESS:

CITY & STATE:

NAME: (Print)

Signature:

TITLE: _____ DATE: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

Signature: _____

Printed Name: _____



I certify that _____ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes _____ No _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

SECTION 00 30 00**PROPOSAL FORM**

SUBMITTED BY:

(Name of Proposer)_____
(Address)

Dear Sir:

The undersigned, having examined the specifications, related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and equipment required for the Districtwide Air Purifier Equipment for Midlothian ISD at All Schools located in Midlothian, Texas, in accordance with the drawings and project manual prepared by RWB Consulting Engineers for the lump sum of:

BASE PROPOSAL, which includes one full year of maintenance and associated products, per facility amount of:

Facility	Proposal Amount in Dollars (\$)
Midlothian HS	
Heritage HS	
Walnut Grove MS	
Dieterich MS	
Frank Seale MS	
McClatchey ES	
Vitovsky ES	
JR Irvin ES	
Miller ES	
Longbranch ES	
Mt. Peak ES	

Facility	Proposal Amount in Dollars (\$)
TE Baxter ES	
Coleman ES	
MILE/LJLA	
Mills Admin	

ALTERNATE BID No. 1

Provide the added cost to provide an additional year of maintenance for all Air Purifiers, for a total of Two (2) Years of maintenance total. Refer to specifications. The added cost is as follows:

Facility	Alternate No. 1 Amount in Dollars (\$)
Midlothian HS	
Heritage HS	
Walnut Grove MS	
Dieterich MS	
Frank Seale MS	
McClatchey ES	
Vitovsky ES	
JR Irvin ES	
Miller ES	
Longbranch ES	
Mt. Peak ES	
TE Baxter ES	
Coleman ES	
MILE/LJLA	

Facility	Alternate No. 1 Amount in Dollars (\$)
Mills Admin	

List approximate lead time of “Sphere” type Air Purifiers _____ weeks.

List approximate lead time of “Sentry” type Air Purifiers _____ weeks.

Provide Unit Pricing for each type of device should the district decide to purchase additional devices. Unit pricing in the amount of:

Type of Air Purifier	Price per Unit in Dollars (\$)
Sphere	
Sentry	

For the combined work at all fifteen facilities, total BASE PROPOSAL cost amount of:

_____ Dollars (\$_____).

Notes:

1. Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.
2. Prices listed on Proposal Form acknowledge that District can elect to purchase any combination of the devices noted above.
3. The above amount does not include State of Texas Sales Tax.
4. The Base Proposal Work is intended to be performed during normal working hours.

The undersigned affirms that the above stipulated base Proposal sum represents the entire cost per drawings, specifications, and addenda and that no claim will be made on account of any increase in wage scales, material prices, taxes, insurance, cost indexes, or any other rates affecting the construction industry and/or this project.

The undersigned Proposer agrees that this Proposal shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving Proposals.

The undersigned Proposer understands that the Owner reserves the right to reject any or all Proposals and to waive any informalities in the Proposal.

The Owner reserves the right to require Bonds of the successful Proposer. If written notice of acceptance of this Proposal is received within 45 days after date designated for opening of Proposals, the undersigned, within 10 days of receipt of the Contract, will sign and deliver to the

Owner the contract and any required Performance Bond, Labor and Material Payment Bond and properly executed Insurance Verification Form required by the Owner.

Should the undersigned fail to deliver the signed Contract or the required Bonds or Insurance Form within the 10 day period, the Owner reserves the right to terminate the relationship.

The overall schedule is critical to the success of this project. The project schedule is as follows:

- RFP Issued: January 13, 2022**
- Questions Deadline: January 24, 2022**
- Final Addenda Issued: January 25, 2022**
- Proposals Due: February 1, 2022 no later than 2:00 PM CST**
- Anticipated Board Approval: February 21, 2022**

Addenda: The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

In the event an award of a contract to the undersigned, the undersigned will (1) furnish a performance and payment bond for full amount of the contract as specified herein, (2) secure proper compliance with the terms and provisions of the contract, (3) insure and guarantee the work until final completion and acceptance and (4) guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed shall be accepted when the District is satisfied that work is fully completed and finished in accordance with the plans and specifications.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

Date: _____

Signed _____

Title _____

Name of Firm _____

Organized as a: (Mark one)

Proprietorship _____

Partnership _____

Corporation _____

Under the law of the State Of:

(Date)

Legal Address:

Telephone No. _____

Fax No. _____

E-mail _____

If Proposal is by a corporation, affix seal above address.

END OF PROPOSAL FORM

SECTION 23 00 00

HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The work in this Division covers all HVAC work specified in all Division 23 Specification Sections. Comply with other Division 23 Specification Sections as applicable. Refer to other Divisions for coordination of work with other trades.
- B. Provide all labor, materials, equipment, transportation, tools and services, and perform all operations required for, and reasonably incidental to, the providing of mechanical system work described in this Division.
- C. Contractor shall include providing instructions and demonstrations of the operation of each installed system in its totality to the Owner. Refer to Division 23 specifications for specific Owner training requirements. As a minimum include training of the Owner's Operating Personnel on:
 - 1. Safety Shut-Down of HVAC Equipment.
 - 2. HVAC Equipment Operation.
- D. Operation and Maintenance of all HVAC Equipment.
- E. The Conditions of the Contract, including the General Conditions and Supplementary Conditions, and Division 1 - General Requirements, apply to work covered by this section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to Substantial Completion, fully instruct the Owner in the operation, adjustment, and maintenance of products, equipment, and systems; including, but not limited to all HVAC equipment, related accessories and components. Owner shall operate all systems in cooperation with Contractor for a period of at least five (5) working days prior to, or shortly after, Substantial Completion.
- B. Arrange for services of qualified manufacturer's representatives to fully instruct Owner on specialized portions of installations.

- C. Arrange for each installer of equipment that requires regular maintenance to meet with Owner to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by trained manufacturer's representatives. Include detailed review of the following items:
 - 1. Operating and Maintenance Manuals.
 - 2. Record Documents.
 - 3. Spare Parts and Materials.
 - 4. Lubricants.
 - 5. Cleaning.
 - 6. Standard and Extended Warranties.
 - 7. Maintenance Requirements, Agreements, and similar continuing commitments.
- D. As a part of these instructions for operating equipment, demonstrate the following procedures:
 - 1. General System Operating Instructions.
 - 2. Safety Procedures.
 - 3. Economy and Efficiency Adjustments.
- E. Submit a complete record of instructions as a part of maintenance instructions and the data book (Operations and Maintenance Manual) given to Owner. For each instructional period, supply the following data:
 - 1. Date of Instruction.
 - 2. System or Equipment Involved.
 - 3. Names of Persons Giving Instructions.
 - 4. Other Persons Present.
 - 5. Time Period (in hours/minutes) Instruction Provided.
- F. Amount of time to be devoted to instructional sessions shall be reasonable and consistent with the size and complexity of equipment and systems installed and as specified in other sections of these specifications.

3.2 DISRUPTION OF EXISTING FUNCTIONS

- A. Access: Access to and use of the existing facilities and site will be restricted, and shall be under the direction and control of the Owner.
- B. Scheduling of Disruptions: Seek and obtain approval by the Owner two (2) weeks in advance of each event. Failure to schedule such disruptions in advance will result in the Contractor being stopped or rescheduled by the Owner without added cost to the Owner.

- C. Notice of Disruption: Date, time and duration of each disruption shall be subject to the Owner's prior written approval and shall include the following information in the form of a memorandum submitted by the Contractor to the Owner's Representative for approval by the Owner:

Facility/System	Date	Starting Time	Duration
-----------------	------	---------------	----------

- D. Emergency Disruptions: When circumstances preclude obtaining advance approval as specified above; make request immediately on knowledge of the requirement, and perform the work so as to cause the minimum amount of disruption, for the minimum duration.
- E. Notification: Notify the Owner's Representative and the Owner immediately, by telephone and then in writing, as changes and additions to the scheduled disruption requirements become known.
- F. Duration:
1. Complete as large a portion of the work as possible before initiating disruption.
 2. Maintain adequate personnel, supplies, materials, equipment, tools, and other resources at job site to avoid unnecessary delay in resumption of normal services.
 3. Keep duration of disruption as short as possible.
 4. During the disruption, perform only the amount of work that requires the disruption, so as to minimize duration of disruption.

3.3 SCHEDULE OF WORK

- A. Contractor and all system installers for each Section of these Specifications shall realize that the present building houses a completely functioning facility that must continue in full operation 12 hours per day during the school year. Outages of any kind cannot occur, except only when and as the Owner's Representative or Owner may direct otherwise. Under no conditions shall any work be done in the present building that would interfere with its natural or intended use unless special permission is granted by the Owner.
- B. Work under the various specification sections must be expedited and close coordination will be required in executing this work. Various system installers shall perform their portion of the work at such times as directed so as to insure meeting scheduled dates, and to avoid delaying the work of other trades. Owner's Representative will verify scheduled times of work in the various areas involved, each system installer shall cooperate in establishing these times and locations and the system installers shall process their work so as to insure proper execution and completion.
- C. Under no conditions shall any work be done in the present building that would interfere with its natural or intended use, unless special permission is granted by the Owner. This is particularly applicable where new connections are to be made to existing lines,

services, or items of equipment in the present building or where existing equipment items or services in that building are to be replaced or modified in any way.

- D. All other modifications to existing equipment, shall be accomplished at times scheduled so as not to interfere with the normal use of the building and the existing systems to which connection is to be made.
- E. The use of any type of fastening or hanging device which requires the use of shots or explosives of any nature shall not be used. Explosives shall also not be used for any excavation inside an existing building.

3.4 CLEAN UP

- A. Remove all debris, rubbish, and materials resulting from cutting, demolition, or patching operations from the work area on a daily basis.
- B. Where such work generates dust and debris take all precautions necessary to prevent dust and debris from accumulating in or on other mechanical and electrical equipment. This may require adding temporary filter media over ventilation air openings of certain types of equipment.
- C. At the conclusion of this work clean all building materials, mechanical equipment and electrical equipment so that all items are dust free and operating properly. Where dust causes damage to equipment the Contractor shall make repairs to this equipment at no cost to the Owner.
- D. Transport all demolished materials and equipment indicated above in approved containers and legally dispose of all debris off site in a manner approved by the Engineer and Owner.

END OF SECTION

SECTION 23 05 00**COMMON WORK RESULTS FOR HVAC****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. The Conditions of the Contract including the General Conditions, Supplementary Conditions, and Division One, shall apply to work of this Division, whether attached or not.
- B. The requirements specified in this Section shall be applicable to work specified in other Sections within this Division.

1.2 SCOPE OF WORK

- A. All Division 23 sections of these specifications shall include all labor and material to complete the entire mechanical systems as specified and shown on the Drawings.
- B. All work shown and specified shall be completely installed and connected by mechanics properly qualified to perform the work required. All work shall be left in a satisfactory operating condition as determined by the Owner and Owner's Representative.
- C. Provide all services and perform all operations required in connection with, or properly incidental to, the construction of complete and fully operating systems with all accessories as herein specified and shown on the Drawings.

1.3 GENERAL

- A. The specifications are intended to describe and illustrate systems which will fit into available spaces, and which will insure complete and satisfactorily operating installations. Contractor shall coordinate the proper fitting of all material and apparatus into the existing cooling towers. Interferences with other portions of work, or the building structure, shall be corrected before any work proceeds. Should changes become necessary on account of the failure of the Contractor to comply with these stipulations, Contractor shall make all necessary changes at no expense to the Owner.
- B. It is the intent of the Contract Documents to provide an installation complete and operational in every respect. In the event that additional details or special construction may be required for work indicated or specified in this section, or work specified in other sections, it shall be the responsibility of the Contractor to provide same as well as

to provide material and equipment usually furnished with such systems and required to complete the installation.

- C. Contractor sets forth that all personnel have the necessary technical training and ability; and that all work specified in this Division will be installed to the best standard of each trade, and will be complete and in good working order. If any of the requirements of the Drawings and specifications are impossible to perform, or if the installation when made in accordance with such requirements will not perform satisfactorily, report same to the Engineer promptly after discovery of the discrepancy.
- D. No extra compensation will be allowed for extra work or changes caused by failure to comply with the above requirements.

1.4 EXAMINATION OF THE SITE

- A. All site visits shall be coordinated and scheduled with the Owner.

1.5 CODE REQUIREMENTS

- A. Contractor is required to comply with the requirements of all National, State, and local codes and utility companies having jurisdiction. In no case does this relieve the Contractor of the responsibility of complying with the requirements of these specifications and Drawings where specified conditions are of higher quality than the requirements of the above specified offices. Where requirements of the specifications and Drawings are below the requirements of the above offices having jurisdiction, the Contractor shall make installations in compliance with the requirements of the above offices and shall notify the Engineer promptly.
- B. Contractor shall comply with the requirements and standards set forth by, but not limited to, the following:
 - 1. (NFPA) National Fire Protection Association.
 - 2. (OSHA) Occupational Safety and Health Administration.
 - 3. (NEC) National Electric Code.
 - 4. (IECC) International Energy Conservation Code.
 - 5. Local Plumbing Code.
 - 6. Local Building Code.
 - 7. Local Mechanical Code.
 - 8. Local Fire Code.
 - 9. Local Energy Code.

1.6 RECORDS AND INSTRUCTIONS FOR OWNER

- A. Accumulate during the job's progress the following set:
1. Warranties and guarantees and manufacturer's directions on equipment and material covered by the Contractor.
 2. Equipment and fixture brochures, wiring diagrams, and control diagrams.
 3. Copies of reviewed Shop Drawings, and material and equipment submittals. Copies of rejected submittals and Shop Drawings are not to be provided.
 4. Operating instructions for heating and cooling and other mechanical systems. Operating instructions shall include recommended maintenance and seasonal change-over procedures.
 5. Other data and drawings required during construction.
 6. Repair parts lists of all major items and equipment including name, address, and telephone number of local supplier or agent.
 7. Information shall be provided in PDF format on a USB drive provided to the Owner.
 8. Provide Contractor's Certification Statement that all equipment furnished and all work performed is in compliance with all applicable codes referenced in these specifications, or those which are currently in effect.
- B. Provide not less than one (1) day of operating instructions, during the adjustment and testing period, to the Owner's operating personnel in order to familiarize them with the proper care and operation of all equipment.
- C. All of the above data should be submitted to the Engineer for approval at such time as the Contractor asks for his last payment request, just prior to his final payment request. In no case will any portion of retainage be released until these documents are submitted and accepted.
- D. Refer to related portions of Division 1 for Project Close-Out requirements, Operation and Maintenance Data, Warranties, and other related certificates.

1.7 SHOP DRAWINGS AND SUBMITTALS

- A. Contractor shall submit to the Engineer shop drawings, product submittals, and catalog data on all ductwork, equipment, and materials designated on the Drawings and specified herein. A minimum of one electronic copy of each shall be submitted. Additional copies will be required when indicated by the Engineer and as required for project coordination.
- B. Each submittal will be reviewed for compliance with general requirements of design and arrangement only; it is not a contract document and acknowledgement of compliance does not relieve the Contractor from responsibilities for performance of the work in compliance with all provisions and requirements of the Contract Documents. Job measurements and the coordination of all dimensions for proper fit of all parts of

the work and performance of all equipment supplied to meet specification requirements are, and remain, specific responsibilities of the Contractor.

- C. Shop Drawings shall be furnished by the Contractor for the work involved after receiving approval on the make and type of material and in sufficient time so that no delay or changes will be caused. This is done in order to facilitate progress on the job, and failure on the part of the Contractor to comply shall render him liable to stand the expense of any and all delays, changes in construction, etc., occasioned by his failure to provide the necessary detailed drawings. Also, if the Contractor fails to comply with this provision, the Engineer reserves the right to go directly to the manufacturer he selects and secure any details he might deem necessary; and, should there be any charges in connection with this, they shall be borne by the Contractor.
- D. Shop Drawings submitted shall not consist of manufacturers' catalogues or tear sheets therefrom that contain no indication of the exact item offered. Rather, the submission on individual items shall designate the exact item offered and accessories as specified.
- E. Shop Drawings are not intended to cover detailed quantitative lists of heating specialties, valves, air distribution devices, fixtures, and similar items, as the Drawings and specifications illustrate those items; and it is the Contractor's responsibility to procure the proper quantities required to comply with the established requirements.
- F. Various material submissions of such items shall be assembled in brochures or in other suitable package form and shall not be submitted in a multiplicity of loose sheets. Cover sheets for each item submitted shall have sufficient bare space to allow for shop drawing review stamps.
- G. Contractor shall process his submitted data to insure that it conforms to the requirements of the Drawings and specifications, and there are no omissions and/or duplications.
- H. Shop Drawings and Submittals shall be accompanied by certification from the Contractor, and firm preparing such, that Shop Drawings have been checked for, and are in compliance with, the Contract Documents.
- I. All Submittals and Shop Drawings shall have been submitted for review by the Engineer and Engineer within 90 days after Contract Award Date.

1.8 MATERIALS AND EQUIPMENT

- A. All materials and equipment purchased shall be new. No used or reconditioned equipment will be allowed.
- B. Substitutions: The products of other manufacturers will be acceptable; only if, in the opinion of the Engineer, the substitute material is of a quality as good or better than the

material specified, and will serve with equal efficiency, maintainability, and dependability, the purpose for which the items specified were intended.

C. Listed Manufacturers:

1. Manufacturers listed in a product or system specification are those manufacturers considered capable of manufacturing products conforming to the specification requirements, and are listed therein to establish a standard.
2. The "listing" of a manufacturer does not imply "acceptance" or "approval" of any standard product of that manufacturer.
3. Products offered by listed manufacturers shall be equal to, or superior in all respects to, that specified by named products; and shall meet or exceed specification requirements.
4. The description of specific qualities takes precedence over the reference standards and the description of qualities and reference standards together take precedence over the named product of listed manufacturers.

D. Product Options:

1. Products specified only by Reference Standards or by Description only means that any product meeting those standards or descriptions, by any manufacturer, will be considered.
2. Products specified by naming several products or manufacturers means that only the manufacturers named will be considered.
3. Products specified by naming only one product and manufacturer means that no option exists unless a substitution is accepted. Submit a request for substitution for any product or manufacturer not specifically named.
4. Products specified by Description, Reference Standard, and naming several products or manufacturers means that any product and manufacturer named meeting those descriptions and standards will be considered. Submit a request for substitution for any product or manufacturer not specifically named.

E. Limitations or Substitutions:

1. During Bidding Period, Instructions to Bidders, in Division 1, will govern times for submitting requests for substitutions under requirements specified in this Section.
2. No later than ten (10) days prior to the bid date, Contractor shall notify the Engineer in writing of any desired substitutions of products in place of those specified. These requests will be considered; and, if a favorable response is determined, this will be documented in the form of an Addenda.
3. Substitutions will not be considered when indicated or implied on Shop Drawings or product data submittals without separate formal request, when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
4. Substitute products shall not be ordered or installed without written acceptance.
5. Only one request for substitution for each product will be considered. If substitution is not accepted, Contractor shall provide specified product.
6. Engineer will determine acceptability of any and all substitutions.

- F. It is fully the Contractor's responsibility to assemble and submit sufficient technical information to fully illustrate that the material or equipment proposed for substitution is equal or superior, as the Engineer is under no obligation to perform the service for the Contractor. The proposal shall be accompanied by manufacturer's engineering data, specification sheet, and a sample, if practical or if requested or specified. In no event shall a proposal for substitution be cause for delay of work. This shall include a detailed comparison to each product specification paragraph.
- G. Should a substitution be accepted under the above provisions, and should the substitution prove defective or otherwise unsatisfactory for the intended service, within the warranty period, the Contractor shall replace the substitution with the equipment or material specified, and on which the specifications required him to base his proposal.
- H. No substitutions will be considered contingent upon pending certification and rating agency approvals. Such certifications and ratings shall be in effect at the time of bidding.

1.9 EQUIPMENT SIZES AND REQUIREMENTS

- A. Space allocations in machinery and mechanical equipment spaces are based on equipment scheduled in each case. Should the Contractor request a substitution for equipment of another make that requires more space in any critical dimension, the Contractor shall submit, together with other submittal data on the equipment, prints of drawings indicating how the equipment may be installed, indicating room for servicing and revisions in piping or ducting and any other details necessary for the Engineer to form a judgment as to the suitability of the substitute material, as to performance, suitability for the space and other variables.

1.10 STORAGE AND PROTECTION OF MATERIALS

- A. Store and protect materials and equipment.
- B. Contractor shall provide storage space for protection and storage of his materials and assume complete responsibility for all losses due to any cause whatsoever. All storage shall be within the property lines of the building site, and as directed by the Engineer. In no case, shall storage interfere with traffic conditions in any public or project thoroughfare.
- C. All work and material shall be protected at all times. Contractor shall make good any damage caused, either directly or indirectly, by his workmen. He shall be responsible for safe handling of all mechanical equipment and shall replace, without charge, all items damaged prior to acceptance by the Owner.

- D. On site storage shall not be inside the building during construction progress, but shall be in approved trailers or as specifically approved otherwise by the Engineer. Storage inside the building shall only be allowed when so allowed by the Engineer.

1.11 EQUIPMENT STANDARDS

- A. All basic materials and equipment shall be standard catalog products of a reputable manufacturer and shall essentially duplicate equipment which has been in satisfactory service for at least one (1) year.
- B. First of a kind new technology devices will not be considered.
- C. Accessory equipment that is required to make a complete and functioning system that is not of the same manufacturer furnishing the basic materials or equipment shall carry the guarantee of the basic material or equipment manufacturer and repair and replacement parts shall be available through normal trade channels locally.

1.12 CLEAN UP

- A. Contractor shall be responsible for cleaning up after and during all work performed under this Division of the Specifications.
- B. Contractor shall, on a daily basis, remove construction trash and debris accumulation to minimize the entrance of dust, dirt, and debris in piping, ductwork, and mechanical equipment.
- C. At the completion of construction, just prior to Substantial Completion and sustained operation of equipment, thoroughly clean the inside of piping, ductwork, and equipment.
- D. Refer to Division 1.

1.13 FINAL CONSTRUCTION REVIEW

- A. Schedule: Upon completion of the work specified in Division 23, there shall be a final construction review of the completed mechanical systems installations. Prior to this walk-thru, all work specified in this Division shall have been completed, tested, adjusted, and balanced in its final operating condition and the preliminary test report shall have been submitted to and approved by the Engineer.
- B. Personnel: A qualified person representing the Contractor must be present at this final construction review to demonstrate the system and prove the performance of the equipment.
- C. Building mechanical systems shall have been in operation for a minimum of 15 days and Test and Balance work shall be substantially complete prior to this review.

- D. Exceptions to the aforementioned requirements will be considered on a case-by-case basis dependent on the size and type of project, as well as construction schedule limitations.

1.14 CERTIFICATIONS

- A. Before receiving final payment, the Contractor shall certify that all equipment furnished and all work done is in compliance with all applicable codes mentioned in these Specifications.
- B. Provide copies of all applicable approved notices and inspection certifications from the various inspections conducted by the Local Code Enforcement Authorities.

1.15 GUARANTEE

- A. The guarantee provision of this specification requires prompt replacement of all defective workmanship and materials occurring within one year of final job acceptance, Substantial Completion, or as defined by Extended Warranty Contracts. This includes all work required to remove and replace the defective item and to make all necessary adjustments to restore the entire installation to its original specified operating condition and finish at the time of acceptance.
- B. The Contractor shall also guarantee that the performance of all equipment furnished and installed under this Division of the Specifications shall be at least equal to the performance as called for in the specifications and as stated in the equipment submittals. Should there be indication that the equipment and installation is not producing the intended conditions, the Contractor shall make further tests as the Owner's Representative may direct to demonstrate that the equipment installed meets the specifications and is delivering the capacity specified or called for on the Drawings.
- C. If there is any indication that the equipment does not meet the specified quantities, the Contractor shall, at his expense, institute a program to demonstrate the adequacy of the installation. This program shall include all necessary testing and testing equipment. Should the Contractor not have the equipment or technical skill to perform the tests, it shall be his responsibility to employ recognized experts to perform the tests and shall provide certified laboratory tests, certified factory reports and work sheets, or other certified data to support results of any tests required.

END OF SECTION

SECTION 23 44 00**DRY HYDROGEN PEROXIDE ANTIMICROBIAL SYSTEM****PART 1 - GENERAL****1.1 DESCRIPTION OF WORK**

- A. This section describes the design, performance and installation of an antimicrobial system intended for stand-alone use.

1.2 REFERENCED CODES & STANDARDS

- A. The following codes and standards are referenced throughout. The edition to be used is that currently enforced by the authority having jurisdiction (AHJ) or in absence of such direction that referenced by the current enforceable IBC code or as indicated by the contract documents, except where specifically referenced by this section of the specifications.
- B. ASHRAE Standards 62 & 52
- C. National Electric Code NFPA 70
- D. UL 867-2007 including ozone chamber test required as of December 21, 2007
- E. UL 2998 no ozone production test (ozone level less than 5 ppb)

1.3 RELATED WORK

- A. Facility Access and Protection

1.4 QUALITY ASSURANCE

- A. Basis of Design: Synexis LLC. All other manufacturers requesting prior approval must submit product drawings, specifications, and test results specified in this document prior to bid date.
- B. A qualified representative shall be available to inspect the installation of the antimicrobial system to ensure installation in accordance with manufacturer's recommendation.
- C. Technologies that do not address gaseous contaminants such as UVC Lights, Electrostatic Particulate Filters and/or polarized media filters shall not be considered.
- D. Technologies that use photocatalytic oxidation (PCO) and/or radiant catalytic ionization, processes that generate hydroxyl radicals to destroy odors and microbes in

and near the device, shall not be considered as these systems destroy hydrogen peroxide.

- E. The stand-alone Antimicrobial System shall have been tested by UL to prove conformance to UL 867-2007 and UL 2998 including the ozone chamber testing and peak ozone test for electronic devices. Manufacturers that achieved UL 867 prior to December 21, 2007 and have not been tested in accordance with the newest UL 867 standard with the ozone amendment shall not be acceptable. All manufacturers requesting prior approval shall submit their independent UL 2998 test data with ozone results to the engineer for preliminary review and during the submittal process. All manufacturers shall submit a copy of UL867 and/or UL2998 compliance report with their quotation. Contractors shall not accept any proposal without the proper ozone testing documentation.
- F. The maximum allowable ozone concentration per the UL 2998 chamber test shall be five (5) parts per billion (ppb). The maximum peak ozone concentration per the UL 2998 peak test as measured two inches away from the electronic air cleaner's output shall be no more than five (5) ppb. Manufacturers with ozone output exceeding these ozone values shall not be acceptable. The power rating, plasma generation, and performance of the tested device should be the same or better than the Basis of Design.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data for Dry Hydrogen Peroxide including:
 - 1. Schedule of Dry Hydrogen Peroxide unit(s) indicating by unit labels.
 - 2. Data sheet for each type of Dry Hydrogen Peroxide unit, and accessory furnished; indicating construction, sizes, and mounting details.
 - 3. Performance data for each type of Dry Hydrogen Peroxide unit furnished.
 - 4. Tabular sound power by octave band (63 Hz to 8000 Hz) for all fan speeds for each type of stand-alone Dry Hydrogen Peroxide unit.
 - 5. Product drawings detailing all physical, electrical and control requirements.
 - 6. Copy of UL 867 and/or UL 2998 independent ozone test for each type of stand-alone Dry Hydrogen Peroxide unit.
- B. Operating & Maintenance Data: Submit Installation, Operation, and Maintenance manuals for all Dry Hydrogen Peroxide units used in system.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver in factory fabricated shipping containers. Identify on outside of container type of product and location to be installed. Avoid crushing or bending.
- B. Store in original cartons and protect from weather and construction work traffic.

- C. Store indoors and in accordance with the manufacturer's recommendation for storage.
- D. Do not install the catalyst (Sails) before the system is ready to operate.

1.7 WARRANTY

- A. Equipment shall be warranted by the manufacturer against defects in material and workmanship for a period of twenty-four (24) months from the date of shipment. Labor to replace equipment under warranty shall be provided by the owner or installing contractor.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The size, type, arrangement, and capacity of antimicrobial system(s) shall be clearly labelled by the manufacturer.
- B. Acceptable Manufacturers:
 1. Synexis LLC. Contact Brian Broussard at Trane, 469-758-3066.
 2. or, Approved Equal.
- C. Suppliers of comparable products requesting prior approval shall:
 1. Submit for prior approval
 2. Submit independent test data from UL showing ozone levels produced during the UL 2998 ozone chamber test for each type of stand-alone Dry Hydrogen Peroxide unit. Manufacturers without this test data shall not be acceptable.
 3. Manufacturers submitting as an alternate shall include their VOC and microbiological test results.
 4. It is the responsibility of any alternate manufacturer proposing an alternate to the basis of design to confirm any proposed substituted product does not infringe on the intellectual property of the basis of design.

2.2 DRY HYDROGEN PEROXIDE DESIGN & PERFORMANCE CRITERIA

- A. The Dry Hydrogen Peroxide unit shall be capable of:
 1. Effectively demonstrating the inactivation of microorganisms downstream of the Dry Hydrogen Peroxide equipment (mold, bacteria, virus, etc.). The testing report shall be submitted using a chamber size of at least 1,000 cubic feet.
 2. Controlling gaseous contaminants generated from human occupants, building structure, furnishings, and outside air contaminants.
- B. The Dry Hydrogen Peroxide unit shall at a minimum consist of:
 1. Ultraviolet A light bulb
 2. Replaceable catalyst

- C. The Dry Hydrogen Peroxide unit shall produce at least one (1) ppb at the output (two inches away) grille of the unit.
- D. Humidity: Dry Hydrogen Peroxide shall not require preheat protection when the relative humidity of the entering air exceeds 85 percent. Relative humidity from zero to 100 percent condensing, shall not cause damage, deterioration, or dangerous conditions within the antimicrobial system.
- E. Stand-alone Dry Hydrogen Peroxide Unit:
 - 1. The installation locations of DHP devices will be marked on the plans and/or schedules.
 - 2. Following the plans and schedules, the mechanical contractor shall mount the Dry Hydrogen Peroxide unit and wire it to the nearby power.

2.3 OZONE GENERATION

- A. The operation of the stand-alone Dry Hydrogen Peroxide units shall conform to UL 2998 proving no ozone output (less than five ppb).
- B. Ozone measurement at the output of the device shall be no higher than ambient ozone measurements.

2.4 ELECTRICAL REQUIREMENTS

- A. Dry Hydrogen Peroxide unit shall be provided with a standard 120V 60Hz plug whip to utilize existing duplex outlets available in the existing facilities.

2.5 CONTROL REQUIREMENTS

- A. The Dry Hydrogen Peroxide production is self-regulated based on concentration.
- B. DHP device is designed to run 24 hours a day. It should be connected to permanent power and the DHP device should not be turned off.

2.6 MAINTENANCE REQUIREMENTS

- A. Base Proposal Scope shall include one (1) year of maintenance. This shall include:
 - 1. One (1) set of Carbon Filter replacements per unit.
 - 2. Three (3) sets of MERV 11 filter replacement per unit.
 - 3. Three (3) Sail replacements per unit.

- B. Alternate Proposal Scope shall include one (1) year of additional maintenance. This shall include:
1. Two (2) sets of Carbon Filter replacements per unit.
 2. Four (4) sets of MERV 11 filter replacement per unit.
 3. Four (4) Sail replacements per unit.
 4. One (1) UV Bulb replacement per unit.

PART 3 - EXECUTION

3.1 DELIVERY & PROTECTION

- A. Deliver all equipment to the site as indicated in Division 1 and section 23 44 01.
- B. Contractor to perform installation and start-up to include installation of all accessories as required to make a complete and operating system.
- C. All equipment shall be handled carefully to avoid damage and be protected from exposure to the weather and dirt. All equipment shall be examined upon delivery to the site and evidence of abuse, damage, or exposure to weather and dirt shall be grounds for refusal to accept individual pieces of equipment. Rejected items shall be replaced promptly at no cost to the Owner.

3.2 TESTING

- A. Provide the manufacturers recommended tests.

3.3 COMMISSIONING & TRAINING

- A. A manufacturer's authorized representative shall provide start-up supervision and training of owner's personnel in the proper operation and maintenance of all equipment.

END OF SECTION

SECTION 23 44 01**DRY HYDROGEN PEROXIDE ANTIMICROBIAL SYSTEM
SCOPE OF WORK****PART 1 - GENERAL****1.1 RELATED REQUIREMENTS**

- A. Comply with General Front-End Requirements, and all referenced documents.

1.2 SCOPE CLARIFICATION

- A. The scope of work for this project is primarily related to providing Dry Hydrogen Peroxide (DHP) pre-manufactured devices that plug into 120V, 1 phase, 20amp outlets currently installed and available at all facilities listed in the Proposal Form. The successful proposer scope of work would include providing the DHP devices, shipping to the respective facility, providing submittals for review, operations and maintenance manuals, and owner training as specified elsewhere herein.
- B. The scope of work further includes the associated one (1) year (Base Proposal), or two (2) year (Alternate Proposal) maintenance of the associated DHP devices.
- C. There are a total of Fifteen (15) facilities included in the proposal. The breakdown per type of facility is as follows:
 - 1. Two (2) High Schools.
 - 2. Three (3) Middle Schools.
 - 3. Eight (8) Elementary Schools.
 - 4. One (1) CTE/Early Childhood Facility.
 - 5. One (1) Administration Facility.
- D. Availability of Facilities:
 - 1. All of the Middle Schools, CTE/Early Childhood, and Admin facilities are currently in use and products can be installed at a time coordinated with the district.
 - 2. Heritage High School is currently under construction and the devices for this school may have to be stored elsewhere at the school or in the district.
 - 3. Jean Coleman Elementary School is currently under construction and the devices for this school will have to be stored elsewhere in the district and later installed at the school by the district.

1.3 SCOPE SUMMARY

- A. Small Unit (Sphere) Scope:
 - 1. Refer to attached spreadsheet noting quantity of Sphere devices to be provided at each of the fifteen (15) facilities listed.
 - 2. Provide associated DHP device in the quantity listed per facility.
- B. Large Unit (Sentry) Scope:
 - 1. Refer to attached spreadsheet noting quantity of Sentry devices to be provided at each of the fifteen (15) facilities listed.
 - 2. Provide associated DHP device in the quantity listed per facility.
- C. Alternate No. 1 Scope:
 - 1. Provide an additional one (1) year of maintenance for a total of two (2) years of maintenance for all DHP devices. Refer to proposal form.

PART 2 - PRODUCTS

2.1 PRODUCTS

- A. Refer to Specification Section 23 44 00 for all Products to be used.

PART 3 - EXECUTION

3.1 DELIVERY AND PROTECTION

- A. Include delivery of all equipment specified to the specific facility for which the equipment is specified.
- B. All equipment shall be handled carefully to avoid damage and be protected from exposure to the weather and dirt. All equipment shall be examined upon delivery to the site and evidence of abuse, damage, or exposure to weather and dirt shall be grounds for refusal to accept individual pieces of equipment. Rejected items shall be replaced promptly at no cost.

3.2 INSTALLATION

- A. Refer to Specification Section 23 44 00.

END OF SECTION

Location and Quantity of Synexis Sphere Size Unit

Room/Area	High Schools		Middle Schools			Elementary Schools								MILE/LJLA	Mills Admin	Total for District
	Midlothian	Heritage	Walnut Grove	Dieterich	Frank Seale	McClatchey	Vitovsky	Irvin	Miller	Longbranch	Mt. Peak	Baxter	Coleman			
Nurse Clinic	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	14
Front Office	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	16
ECSE	-	-	-	-	-	-	2	2	-	2	1	1	1	-	-	9
CBI	3	2	3	2	1	1	-	1	2	2	1	1	-	-	-	19
Theatre	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	5
Choir	-	-	-	-	-	-	1	1	1	1	1	1	1	-	-	7
Band	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Gym(s)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Cafeteria	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Board Room	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Sphere Total	6	5	6	5	4	3	5	6	5	7	5	5	4	3	1	70

Location and Quantity of Synxis Sentry Size Unit

Room/Area	High Schools		Middle Schools			Elementary Schools								MILE/LJLA	Mills Admin	Total for District
	Midlothian	Heritage	Walnut Grove	Dieterich	Frank Seale	McClatchey	Vitovsky	Irvin	Miller	Longbranch	Mt. Peak	Baxter	Coleman			
Nurse Clinic	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Front Office	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
ECSE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
CBI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Theatre	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Choir	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	5
Band	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	5
Gym(s)	20	27	9	9	9	3	3	3	3	3	3	3	3	2	-	100
Cafeteria	6	6	5	5	5	2	2	2	2	2	2	2	2	2	-	45
Board Room	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2
Sentry Total	28	35	16	16	16	5	5	5	5	5	5	5	5	4	2	157