

**Eagle Mountain-Saginaw Independent School District**  
**REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)**

**RFCSP Number: 1112-029**

**RFCSP Title: Construction Trades Services**

**Due Date: February 9, 2012**

**Prior to: 2:00 p.m.**

Sealed bids/RFCSP will be received in accordance with the attached specifications. The sealed envelope containing your bid/RFCSP should be plainly marked with the bid/RFCSP title, number, and opening date and time. Bids/RFCSPs are publicly opened. You are invited to attend. **PLEASE NOTE: Late bids/RFCSPs WILL NOT be accepted.**

**Mail or deliver one (1) original and one (1) complete copy of the RFCSP package to:**

Eagle Mountain-Saginaw Independent School District  
 Attn: Lucia Cieszlak  
 Director of Purchasing  
 1200 Old Decatur Rd., **Business Building #6**  
 Fort Worth, Texas 76179

All questions must be submitted in writing (email preferred) and received on or before seven (7) calendar days prior to the opening date. **No verbal responses will be provided.** Please note that Bid/RFCSP tabulations are available on our website ([www.emsisd.com/Departments/Purchasing/Bid Tabulations](http://www.emsisd.com/Departments/Purchasing/Bid%20Tabulations)). Address questions to:

Lucia Cieszlak  
 Email: [lcieszlak@ems-isd.net](mailto:lcieszlak@ems-isd.net)

**BIDDER/PROPOSER IDENTIFICATION: (Please print information clearly.)**

Firm Name: _____ Address: _____ _____ City/St/Zip: _____	Date: _____ Phone: _____ Fax: _____ Email: _____
<b>You <u>MUST</u> sign the Bid/RFCSP Response Form on page 4 in order for your bid/RFCSP to be accepted.</b>	

## TABLE OF CONTENTS

<b>SECTION</b>		<b>Page No.</b>
SECTION I	Response Checklist & Bidder/Proposer Forms	3
SECTION II	Special Terms & Conditions/RFCSP Specifications	15
SECTION III	Pricing Schedule/Labor Rate	20
	Qualification Statement	22
SECTION IV	RFCSP Evaluation Criteria	26
SECTION V	Instructions to Proposers	27
SECTION VI	RFCSP Requirements and Conditions	30
SECTION VII	General Terms and Conditions	33

**SECTION I****BID/RFCSP RESPONSE CHECKLIST**

To be considered a responsive Bid/RFCSP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, H), the Cover Page, and Sections II and III, plus any/all attachments or documents requested, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the bid/RFCSP date and time.

Please verify that the documents listed below have been completed, signed, and included in your bid/RFCSP prior to submittal. **Failure to return these documents may cause your bid/RFCSP to be rejected.**

- ☐ Completed – Cover Page (page 1)
- ☐ Completed – Bid/RFCSP Response Form – Form A
- ☐ Completed – Deviation/Compliance – Form B
- ☐ Completed – Non-Collusion Statement – Form C
- ☐ Completed – Criminal Background Check and Felony Conviction Notification – Form D
- ☐ Completed – Nonresident Bidder's Certification – Form E
- ☐ Completed – Debarment or Suspension Certification – Form F
- ☐ Completed – Trade References – Form G
- ☐ Completed – Conflict of Interest Questionnaire – Form H
- ☐ Section II – Special Terms & Conditions/RFCSP Specifications
- ☐ Completed – Section III – RFCSP Pricing
- ☐ Completed – Qualifications Statement
- ☐ List of Major Construction Projects in Progress
- ☐ List of Major Completed Projects
- ☐ List of Construction Experience
- ☐ Financial Statements
- ☐ W-9

**FORM A****BID/RFCSP RESPONSE FORM**

The undersigned, in submitting this Bid/RFCSP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/RFCSP; that he/she will abide by all the policies and procedures of EM-S ISD; and that he/she has read this entire Bid/RFCSP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in **ALL** sections of this Bid/RFCSP.

**Failure to manually sign this Bid/RFCSP Response Form will be reason for the bid/RFCSP to be rejected.**

SUBMITTED BY:

Firm: \_\_\_\_\_  
(OFFICIAL Firm Name)

***MUST BE SIGNED IN INK TO BE  
CONSIDERED RESPONSIVE***

By:  \_\_\_\_\_  
(Original Signature)

Name: \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_ (Type or Printed Title) \_\_\_\_\_ (Date)

Contact  
Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Taxpayer Identification #: \_\_\_\_\_

***NOTE: Submit copy of Bidder's/  
Proposer's current W-9 Form***

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ Days

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/RFCSP Document. *(Please initial in ink beside each addenda received. If none received, leave blank)*

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

**FORM B****DEVIATION/COMPLIANCE SIGNATURE FORM**

If the undersigned Firm intends to deviate from the Specifications listed in this RFQ document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFQ award decisions, and the District reserves the right to accept or reject any RFQ based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Firm assures the District of his/her full compliance with the Terms and Conditions, Specifications, and all other information contained in this RFQ document.

☐ No Deviation

☐ Yes Deviations

Firm's Name: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
(Typed or printed)

Title of Authorized Representative: \_\_\_\_\_  
(Typed or printed)

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

If yes is checked, please list below. Attach additional sheet(s) if needed.

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FORM C**NON-COLLUSION STATEMENT**

“The undersigned affirms that he/she is duly authorized to execute this bid/RFCSP, that this company, corporation, firm, partnership or individual has not prepared this bid/RFCSP in collusion with any other bidder/proposer, and that the contents of this bid/RFCSP as to prices, terms or conditions of said bid/RFCSP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/RFCSP.”

Firm's Name: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Authorized Company Official's Name:

*(Typed or printed)*

Title of Authorized Representative:

*(Typed or printed)*

Signature of Authorized Company Official:

Date Signed:

Firm hereby assigns to purchaser any and all claims for overcharges associated with this bid/RFCSP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

**FORM D****CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION****(a) CRIMINAL BACKGROUND CHECK**

Firm will obtain history record information that relates to an employee, applicant for employment, or agent of the Firm if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Firm certifies to the EMSISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Firm shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from EMSISD's property or other location where students are regularly present. EMSISD shall be the final decider of what constitutes a "location where students are regularly present." Firm's violation of this section shall constitute a material breach and default.

**(b) FELONY CONVICTION NOTIFICATION**

Texas Education Code, 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.

**THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.**

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm's Name: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
(please print clearly or type)

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

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(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

FORM D – CONTINUES ON NEXT PAGE ...

PAGE 1/2

## FORM D – CONTINUED

PAGE 2/2

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Eagle Mountain-Saginaw ISD pursuant to this RFQ on any and all Eagle Mountain-Saginaw ISD campuses or facilities. Vendor will not assign individuals to provide services at an Eagle Mountain-Saginaw ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Eagle Mountain-Saginaw ISD Purchasing Department.



## FORM E

## RESIDENT/NONRESIDENT BIDDER'S 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.

## 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 of Authorized Company Official:

Authorized Company Official's 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 of Authorized Company Official:

Authorized Company Official's Name: \_\_\_\_\_

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

Does the vendor or the vendor's ultimate parent company or majority owner employ at least 500 persons in Texas?      Yes \_\_\_\_\_      No \_\_\_\_\_

FORM F**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

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

- (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

Firm's Name: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Representative: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FORM G****TRADE REFERENCES**

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM H****CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly 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 ☐ 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

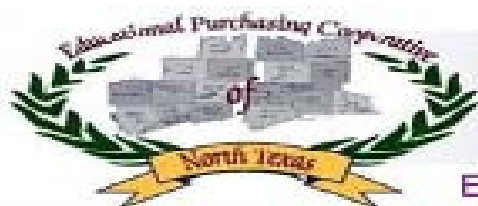
No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**FORM I****INTERLOCAL AGREEMENT CLAUSE**

Several governmental entities around the Eagle Mountain-Saginaw Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes \_\_\_\_\_

No \_\_\_\_\_

If you (the Vendor) checked yes, the following will apply:

Governmental entities utilizing interlocal agreements with the Eagle Mountain-Saginaw Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Eagle Mountain-Saginaw Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Eagle Mountain-Saginaw Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>.

Company Name: \_\_\_\_\_

*(Typed or printed)*

Title of Authorized Representative: \_\_\_\_\_

*(Typed or printed)*

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FORM J****VENDOR DATA FORM****How long has the company been in business?** \_\_\_\_\_**1. For Purchase Orders: ORDERING ADDRESS INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Does your company accept orders via email? Yes ☐No ☐

If yes, what is the ordering email address? \_\_\_\_\_

**2. For Payments: REMITTANCE ADDRESS INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

**3. For Bid Notifications: BID NOTICES ADDRESS INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

## SECTION II - SPECIAL TERMS & CONDITIONS/RFCSP SPECIFICATIONS

### 1. SCOPE

The Eagle Mountain-Saginaw Independent School District will be accepting competitive sealed proposals to provide labor only or labor and materials for various construction activities from February 2012 through January 31, 2013, with the option to renew for two one-year terms at the sole discretion of the District.

The District's Construction Office will act as the general contractor and is looking for skilled trades to complete minor interior finish-up and renovation projects. Projects are estimated to range from \$1,000 to \$250,000 per trade. The District cannot reasonably project its need for these services, which will be contracted on an "as needed" basis.

The District will award this proposal to multiple vendors. Awarded vendors will be requested to provide a price quotation for small, specific scope of work, as needed. Selection of contractor will be based on experience in the requested type of project, availability to meet District deadlines, and price.

### 2. SPECIAL CONDITIONS

2.1 **Number of copies:** One (1) original and one (1) complete copy of the proposals must be submitted with the attached Pricing Schedule/Labor Rate Sheet, Qualification Statement, Response Form (Form A), and *all* other required forms and documents as specified in Section V of this RFCSP.

2.2 The hourly rate shall cover all labor and administrative expenses.

2.3 The District will award this proposal to multiple vendors.

2.4 Awarded vendors will be required to provide price quotations for small, specific scope of work, as needed. Price quotations shall be based on the labor rates proposed in this RFCSP. These rates shall be the maximum rate unless otherwise indicated on the proposal form. Selection of contractor will be based on experience of the contractor on the specific type of project requested, availability to meet District deadlines, price, etc.

2.5 Vendor may not subcontract the awarded work without prior approval from the EM-S ISD Construction Office.

2.6 The District's Construction Office will directly schedule and manage these projects.

2.7 The District reserves the right to re-evaluate the contract during the contract period and cancel the contract due to unsatisfactory performance.

2.8 **DELAYS AND DEFAULT:** In case of default and/or delay on two (2) contracted service orders during the term of the contract, the District reserves the right to terminate the contract, to purchase services in the open market, suspend future business with the vendor and take any remedy as set forth in this solicitation/contract or any other remedy at law or in equity to EM-S ISD.

3. **CONTRACT PERIOD:** This RFCSP shall be valid from February 2012 through January 31, 2013, with an option to renew for two (2) one-year terms at the sole discretion of EM-S ISD. EM-S ISD may extend this RFCSP for an additional thirty (30) days from the date of expiration, under the same pricing and terms and conditions, if it is determined by the District that additional time is required to avoid a lapse in material supply.

**4. AWARD SELECTION:** Selection of the vendors will be based on the following:

Experience in the trade field	40%
Qualifications	35%
Labor rate	20%
References	5%

**5. TRADE WORK SPECIFICATIONS****5.1 Concrete:**

- Forming
- Provide and place rebar
- Pour and finish Concrete

**5.2 Drywall / Framing:**

- Provide and install Light Gauge Metal Framing
- Provide and Install Drywall
- Provide and install Acoustical Ceiling Grid and Tile

**5.3 Electrical:**

- Provide and install all components necessary for a complete and functional electrical system in re-model and new school facilities.

**5.4 Earth Work:**

- All Earth work necessary for the construction of Additions to Existing School Facilities, included but not limited to: cutting, grading, compaction, haul off excess, haul in fill.

**5.5 Painting:**

- To include Tape & Bed

**5.6 General Labor:**

- Clean up construction site
- As needed Construction Labor

**5.7 Glass & Glazing:**

- Provide and install Interior glass in frames provided by others
- Provide and install Exterior Aluminum Framing and glass for Windows & doorways

**5.8 Masonry:**

- Provide and install all forms of Masonry

**5.9 Landscape:**

- Provide and install complete functioning Landscape system to include Sprinkler System, grass, hydro mulch, plants and shrubs

**5.10 Mechanical:**

- Provide and install Roof Top Units
- Provide and install Duct work

**5.11 Plumbing:**

- Provide and install all under slab and above slab plumbing lines
- Provide and install all piping, sinks, valves, etc. associated with re-modeled or New Construction



**5.12 Food Service Equipment:**

Provide & Install Commercial Type Kitchen Equip. & Serving Lines in New and Re-modeled K-12 Cafeterias.

**5.13 Flooring:**

Provide and install, VCT, Carpet, Ceramic Tile flooring.

**5.14 Fencing:**

Provide and install Chain Link, Wood and Masonry fencing

**5.15 Fire Protection Systems:**

Provide and install a complete and functioning Fire Protection System (Sprinkler) to include design drawings and required City approvals.

**6. SIGN-IN & IDENTIFICATION BADGES:** For the safety of students, all Contractors when working at a campus will sign visitor log in the office at the campus. An identification badge will be worn if required by the campus administrator.

**7. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR:** In accordance to Senate Bill 1, Section 44.034;

- a. 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.
- b. 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.
- c. This section does not apply to a publicly held corporation.

**8. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:**

- a. Any offense against a child
- b. Any sex offense
- c. Any crimes against persons involving weapons or violence
- d. Any felony offense involving controlled substances
- e. Any felony offense against property
- f. Any other offense the District believes might compromise the safety of students, staff, or property

**9. STATUTORY PERFORMANCE BOND AND STATUTORY LABOR & MATERIAL PAYMENT BONDS:**

9.1 Statutory Labor and Material Payment Bonds and Performance Bonds will be required of the successful contractors when projects are in excess of \$5,000.

9.2 Eagle Mountain-Saginaw Independent School District will require the awarded Contractors to furnish a 100% performance and payment bond each in the sum specified by the Contractor's proposal

amount for each individual project, with such corporate sureties as may be agreeable to Eagle Mountain-Saginaw Independent School District.

9.3 The surety company writing such bonds must be licensed to do business in the State of Texas, and be reasonably acceptable to Eagle Mountain-Saginaw Independent School District.

9.4 The bond shall be obtained by the awarded contractor prior to commencing any work.

9.5 No extension of the completion date shall be allowed for delays in furnishing satisfactory bonds hereunder.

9.6 If satisfactory bonds are not furnished in accordance with instructions, Eagle Mountain-Saginaw Independent School District may reject the Contractor's proposal.

9.7 Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and will terminate the award of this RFCSP to that particular Contractor.

9.8 **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of work.

**10. INSURANCE:** To protect the District and its employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Contractor shall procure and maintain, at its sole expense and until acceptance of the work by the district, insurance as hereinafter enumerated in policies which shall be subject to the District's approval as to form, amount and issuing company. There are three levels of coverage, dependent upon which trade is involved. Amounts listed are minimum required.

### **10.1 Level One**

**10.1.1.** Trades included in Level One requirements are:

- a. Drywall / Framing
- b. Painting
- c. General Labor
- d. Glass & Glazing
- e. Landscape
- f. Food Services Equipment
- g. Flooring
- h. Fencing

**10.1.2. Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation Coverage with statutory limits in conjunction with Employer's Liability Insurance with limits no less than the statutory requirement of the Texas Labor Code is required. The Contractor shall require sub-contractors to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the General Contractor.

**10.1.3. Commercial Automobile Liability and Property Damage** covering all owned, non-owned and hired vehicles to be used in performance of this work: Bodily Injury and Property Damage coverage shall be in an amount no less than \$100,000 per person/\$300,000 per occurrence/\$100,000 property damage.

**10.1.4. Commercial General Liability Damage Insurance:** Comprehensive general liability insurance in an amount no less than \$100,000 per occurrence.

### **10.2 Level Two**

- 10.2.1.** Trades included in Level 2 requirements are:
  - a. Concrete
  - b. Earth Work
  - c. Masonry
- 10.2.2. Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation Coverage with statutory limits in conjunction with Employer's Liability Insurance with limits no less than the statutory requirement of the Texas Labor Code is required. The Contractor shall require sub-contractors to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the General Contractor.
- 10.2.3. Commercial Automobile Liability and Property Damage** covering all owned, non-owned and hired vehicles to be used in performance of this work: Bodily Injury and Property Damage coverage shall be in an amount no less than \$100,000 per person/\$300,000 per occurrence/\$100,000 property damage.
- 10.2.4. Commercial General Liability Damage Insurance:** Comprehensive general liability insurance in the amount of \$500,000 per occurrence.

### **10.3 Level Three**

- 10.3.1.** Trades included in Level 3 requirements are:
  - a. Electrical
  - b. Mechanical
  - c. Plumbing
  - d. Fire Protection Systems
- 10.3.2. Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation Coverage with statutory limits in conjunction with Employer's Liability Insurance with limits no less than the statutory requirement of the Texas Labor Code is required. The Contractor shall require sub-contractors to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the General Contractor.
- 10.3.3. Commercial Automobile Liability and Property Damage** covering all owned, non-owned and hired vehicles to be used in performance of this work: Bodily Injury and Property Damage coverage shall be in an amount no less than \$100,000 per person/\$300,000 per occurrence/\$100,000 property damage.
- 10.3.4. Commercial General Liability Damage Insurance:** Comprehensive general liability insurance in the amount of \$1,000,000 per occurrence.

### **10.4 Certificates of Insurance acceptable to the Owner (EM-S ISD) shall be filed with the Owner prior to commencement of work.** These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Vendor. This insurance shall be kept in force during the construction period until fully accepted by the Owner. **Such insurance shall be with a company which is rated "A" or better and operates under certificates of authorization issued by the State of Texas.**

- 10.5** The Certificates of Insurance will name the Eagle Mountain-Saginaw Independent School District as Certificate Holder. The District will be named additional insured on General Liability and Automobile Liability Certificates. Certificates should be mailed to: Eagle Mountain-Saginaw ISD, Attn: Purchasing Department, 1200 Old Decatur Rd., Bldg. #6, Fort Worth, Texas 76179.

**SECTION III – PRICING SCHEDULE/LABOR RATE**

Note: This pricing form must be used for proposal to be considered. Please print your responses VERY CLEARLY.

**Note: Make sure you read Section II – Special Terms & Conditions/RFCSP Specifications before filling-in the pricing information.**

**LABOR RATE/PRICING SCHEDULE**

	Hourly Rate Skilled/Certified Personnel	Hourly Rate/General Labor
Concrete	_____	_____
Drywall/Framing	_____	_____
Electrical	_____	_____
Earth Work	_____	_____
Painting	_____	_____
General Labor	_____	_____
Glass & Glazing	_____	_____
Masonry	_____	_____
Landscape	_____	_____
Mechanical	_____	_____
Plumbing	_____	_____
Food Services Equipment	_____	_____
Flooring	_____	_____
Fencing	_____	_____
Fire Protection Systems	_____	_____

If the Labor Rate Schedule above does not provide adequate space to list all of your rate categories, please use the space below and on next page to make any additional entries and any supportive information that further defines your capabilities:

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Firm: \_\_\_\_\_ Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Date: \_\_\_\_\_

**QUALIFICATION STATEMENT****SUBMITTED BY:** \_\_\_\_\_**PRINCIPAL OFFICE:**

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

**TYPE OF WORK:** *(file separate form for each Classification of Work)*

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other: *(Specify)*

**ORGANIZATION**

How many years has your organization been in business as a Contractor?

\_\_\_\_\_

How many years has your organization been in business under its present business name?

\_\_\_\_\_

Under what other or former names has your organization operated?

\_\_\_\_\_

If your organization is a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-president's name(s) \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

If your organization is a partnership, answer the following:

Date of organization: \_\_\_\_\_

Type of partnership (if applicable): \_\_\_\_\_

Name(s) of general partner(s) \_\_\_\_\_

If your organization is individually owned, answer the following:

Date of organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_

If the form of your organization is other than those listed above, describe it and name the principals:

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### **LICENSING**

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

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List jurisdictions in which your organization's partnership or trade name is filed.

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### **EXPERIENCE**

List the categories of work that your organization normally performs with its own forces.

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Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

Has your organization ever failed to complete any work awarded to it?

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Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

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Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

---

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

---

**On a separate sheet,** list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

State total worth of work in progress and under contract:

---

**On a separate sheet,** list the major projects your organization has completed in the past five years; giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

State average annual amount of construction work performed during the past five years: « »

---

**On a separate sheet,** list the construction experience and present commitments of the key individuals of your organization.

## REFERENCES

Trade References:

Complete information on Form G (Trade References)

Bank References:

Name of banking institution: \_\_\_\_\_

Name and address of agency: \_\_\_\_\_

Name of banking institution: \_\_\_\_\_



Name and address of agency: \_\_\_\_\_

Name of banking institution: \_\_\_\_\_

Name and address of agency: \_\_\_\_\_

Surety:

Name of bonding company: \_\_\_\_\_

Name and address of agent: \_\_\_\_\_

Available bonding limit: \_\_\_\_\_

## FINANCING

Financial Statement.

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

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

Name and address of firm preparing attached financial statement, and date thereof:

\_\_\_\_\_

Is the attached financial statement for the identical organization named on page one?

\_\_\_\_\_

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

\_\_\_\_\_

\_\_\_\_\_

Will the organization whose financial statements attached act as guarantor of the contract for construction?

\_\_\_\_\_

## **SECTION IV – RFCSP EVALUATION CRITERIA**

In evaluating bids/RFCSPs submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine best value for the District.

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the District's needs;
5. the vendor's past relationship with the District
6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the District to acquire the vendor's goods or services;
8. if applicable to this bid/RFCSP:  
for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - a. has its principal place of business in this state; or
  - b. employs at least 500 persons in this state; and
9. any other relevant factor specifically listed in the request for bids or proposals

## SECTION V – INSTRUCTIONS TO BIDDERS/PROPOSERS

1. To be considered a responsive Bid/RFCSP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, H), the Cover Page, and Sections II and III, plus any/all attachments, must be completed with all requested information, **signed** and returned **sealed** in an envelope or other appropriate package adequate to conceal and contain the contents prior to the bid/RFCSP date and time. Each bid/RFCSP shall be placed in a separate envelope and properly identified with the Bid/RFCSP Number, Bid/RFCSP Title, Name of Company submitting bid/RFCSP, and the established time and date to be opened.
2. The Bidder/Proposer is strongly encouraged to read the entire Bid/RFCSP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of bid/RFCSP.
3. If any exceptions are taken to any portion of this Bid/RFCSP, the Bidder/Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the Bid/RFCSP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the Bid/RFCSP as proposed by the District. The District reserves the right to reject a bid/RFCSP containing exceptions, additions, qualifications, or conditions.
4. The bid/RFCSP response **must be signed** by an individual authorized to contractually bind the company submitting the bid/RFCSP. A failure to sign the bid/RFCSP will cause it to be rejected as non-responsive. Bids/RFCSPs must give full firm name and address of bidder/proposer. Person signing bid/RFCSP should show title or authority to bind his/her firm in a contract.
5. Bids/RFCSPs **must be received** in the Purchasing Department office **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. **LATE BIDS/RFCSPS WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted bids/RFCSPs will be considered. The clock located in the EMSISD Purchasing Department is considered the official time for receiving and opening bids/RFCSPs.
6. Sealed bids/RFCSPs shall be mailed or otherwise delivered to the following address:

Eagle Mountain-Saginaw Independent School District  
Attention: Lucia Cieszlak  
Director of Purchasing  
1200 Old Decatur Rd., Business Building #6  
Fort Worth, Texas 76179
7. All questions regarding this invitation **must be submitted in writing** (email preferred) to Lucia Cieszlak (lcieszlak@ems-isd.net). Requests for information/interpretation must be received on or before seven (7) calendar days prior to the opening date. Only questions answered by formal written addenda will be binding.
8. Addenda will be posted to the Eagle Mountain-Saginaw ISD web page. You may obtain the addenda from our internet/web site address at [www.emsisd.com](http://www.emsisd.com) by choosing “Departments,” then “Purchasing,” then “Bid Opportunities.” It is the responsibility of each bidder/proposer to obtain all addenda that pertains to this bid/RFCSP. **Bidders/Proposers who submit a bid/RFCSP without acknowledging receipt of all addenda issued may be deemed to have submitted a bid/RFCSP not responsive to this solicitation.** Failure to receive such addenda does not relieve bidder/proposer from any obligation under the bid/RFCSP submitted. All formal written addenda become a part of the bid/RFCSP documents. Bidders/proposers shall acknowledge receipt of all addenda in the Bid/RFCSP Response Form.
9. Bids/RFCSPs must remain open for acceptance for a period of **sixty (60) days** subsequent to the opening of

bids/RFCSPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

10. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the Eagle Mountain-Saginaw ISD.
11. All Bidders/Proposers must execute the forms enclosed (or otherwise requested herein) for the bid/RFCSP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the Bid/RFCSP Form must be included with the Bid/RFCSP. Failure to provide complete and accurate information may disqualify the bidder/proposer.
12. On May 25, 2007, the Texas Senate passed House Bill No. 1491, providing clarification to Chapter 176 of the Texas Local Government Code, which imposes new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties.  
  
Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE can be downloaded from the District internet/web address at <http://www.emsisd.com> or the Texas Ethics Commission web address at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)  
  
**Note: The Eagle Mountain-Saginaw Independent School District will not provide any further interpretation or information regarding these new requirements under House Bill No. 1491.**
13. It is the intent of the Eagle Mountain-Saginaw Independent School District to foster utilization of historically underutilized businesses (HUBS) including Disadvantaged/Minority/Women-Owned Business Enterprises in its procurement activities. The District is particularly interested in receiving bids/RFCSPs directly from HUBS or from joint ventures involving HUB representation.
14. It is the policy of the Eagle Mountain-Saginaw Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
15. In order to ensure the integrity of the selection process, Bidder/Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Bidder/Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this Bid/RFCSP is released until the award.
16. This bid/RFCSP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Eagle Mountain-Saginaw Independent School District, is at any time while the bid/RFCSP is in effect, an employee of any other party to the bid/RFCSP in any capacity or a consultant to any other party of the bid/RFCSP with respect to the subject matter of the bid/RFCSP.
17. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.
18. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred

adjudication for the following:

- g. Any offense against a child
- h. Any sex offense
- i. Any crimes against persons involving weapons or violence
- j. Any felony offense involving controlled substances
- k. Any felony offense against property
- l. Any other offense the District believes might compromise the safety of students, staff, or property

19. All contractors, subcontractors and their employees must submit to the Eagle Mountain-Saginaw ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, [www.txdps.state.tx.us](http://www.txdps.state.tx.us) by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.
20. Use or possession of weapons, fire arms, tobacco, alcohol beverages, controlled substances, and/or drugs, even in vehicles, is strictly prohibited on school district property. Any harassment of employees, students, or volunteers is also strictly prohibited.
21. Vendors who perform work inside the EMSISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both EMSISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that EMSISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact Clete Welch, Chief Operations Officer, at 817-306-0864 for further assistance.
22. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this bid/RFCSP, subject to verification of the same or lower prices and conditions on bid/RFCSP.

This document is provided as a courtesy only and does not relieve the Bidder/Proposer of his/her responsibility to contact EMSISD Purchasing Department to obtain Bid/RFCSP documents. It is also the responsibility of the Bidder/Proposer to keep the EMSISD advised of current mailing address. **EMSISD IS NOT RESPONSIBLE FOR UNDELIVERABLE MAIL.**

## SECTION VI – BID/RFCSP REQUIREMENTS AND CONDITIONS

In submitting a bid/RFCSP, Bidder/Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this bid/RFCSP between the vendor and the Eagle Mountain-Saginaw Independent School District. By submitting a bid/RFCSP, each bidder/proposer agrees to waive any claim it has or may have against the Eagle Mountain-Saginaw Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any bid/RFCSP; waiver of any requirements under the Bid/RFCSP documents; acceptance or rejection of any Bids/RFCSPs; and award of Contracts, if any.

### 1. WITHDRAWING BIDS/RFCSP

Bids/RFCSPs deposited with the Eagle Mountain-Saginaw Independent School District (hereinafter called “EMSISD” or “District”) can be withdrawn, upon written request, prior to the time set for opening bids/RFCSPs. A bid/RFCSP may not be withdrawn after the bids/RFCSPs have been opened, and the Bidder/Proposer, by submitting a bid/RFCSP, warrants and guarantees that the bid/RFCSP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Bids/RFCSPs cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by bidder/proposer or his/her authorized agent.

### 2. CONSIDERATION OF BIDS/RFCSP

**Bids/RFCSPs must be signed, sealed and delivered to the Eagle Mountain-Saginaw Independent School District Purchasing Department office PRIOR TO the bid/RFCSP due date and time. Unsigned, unsealed or late bids/RFCSPs will not be considered.** After bids/RFCSPs are opened and publicly read aloud, the bids/RFCSPs will be tabulated for comparison on the basis of the bid/RFCSP prices and quantities shown in the bid/RFCSP.

The Eagle Mountain-Saginaw Independent School District Board of Trustees reserves the right to reject any or all bids/RFCSPs, to waive technicalities, and to re-advertise for new bids/RFCSPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of Bids/RFCSPs and will be tabulated as “net.”

Bids/RFCSPs received after the date and time specified **will not** be considered. The Purchasing Department will notify those firms submitting late bids/RFCSPs and will hold documents for pick-up for five (5) business days following late bid/RFCSP notification. **All late bids/RFCSPs which are not picked up by the Bidder/Proposer within five business days will be discarded.**

### 3. AWARD CRITERIA (See Section IV – Bid/RFCSP Evaluation Criteria)

The District reserves the right to award this bid/RFCSP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the bidder/proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the bid/RFCSP.

Regardless of the award of Bid/RFCSP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

### 4. IRREGULAR BIDS/RFCSP

Bids/RFCSPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids/RFCSPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

## **5. REJECTION OF BIDS/RFCSP**

The District reserves the right to reject any or all bids/RFCSPs, and all bids/RFCSPs submitted are subject to this reservation. Bids/RFCSPs may be rejected, among other reasons, for any of the following specific reasons:

- A. Bid/RFCSP received after the time limit for receiving bids as stated in the advertisement.
- B. Bid/RFCSP containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient bid/RFCSP guaranty, if required.
- E. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

## **6. DISQUALIFICATION OF BIDDERS/PROPOSERS**

Bidders/proposers may be disqualified and their bids/RFCSPs not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Bidders/Proposers.
- B. Reasonable grounds for believing that any Bidder/Proposer is interested in more than one bid/RFCSP for the work contemplated.
- C. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Bidder/Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Bidder/Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

## **7. CONFIDENTIAL OR PROPRIETARY MARKINGS**

Any portion of the bid/RFCSP that Bidder/Proposer considers confidential or proprietary information, or to contain trade secrets of Bidder/Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

## **8. NEW MATERIALS**

Unless otherwise stated in the specifications, all supplies and components to be provided under this Bid/RFCSP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the

performance of this Bid/RFCSP the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

## 9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.

- A. If items for which bids/RFCSPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids/RFCSPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the bids/RFCSPs and are determined by the District, at its sole discretion, to be equal in all material respects to the brand name products referenced.
- B. Should any product be delivered or service performed which is not as the successful Bidder/Proposer has purported it to be in its submitting of this Bid/RFCSP, said Bidder/Proposer will be required to correct any deficiencies without additional cost to the District.

## 10. SAMPLES

Samples and/or product specification documents may be required for items, as specified in Section II - Special Terms & Conditions/Bid Specifications. Product specification documents (as required in Section II - Special Terms & Conditions/Bid Specifications) shall be submitted with the bid/RFCSP, properly referenced and clearly marked so as to indicate related bid/RFCSP item. Samples, when requested on Section II, must be furnished at no cost to the District and will not be returned. Each sample should be clearly marked with bidder's/proposer's name, bid/RFCSP number, and item number on the bid/RFCSP. **DO NOT ENCLOSE IN OR ATTACH BID/RFCSP TO SAMPLE.** EMSISD assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the bid/RFCSP (not stated on Section II – Special Terms & Conditions/Bid Specifications) EMSISD reserves the right to request samples and/or product specification documents for any merchandise submitted for bid/RFCSP before final selections are made. Samples and/or product specifications requested after bid/RFCSP opening must be received within five (5) calendar days after request.

## 11. INTER-LOCAL AGREEMENT CLAUSE

EMSISD is a member of various purchasing cooperatives. If these governmental entities decide to participate in this award it is assumed that you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply.

Governmental entities utilizing Internal Governmental contracts with EMSISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than EMSISD will be billed directly to that governmental entity and paid by that governmental entity. EMSISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.



## SECTION VII – GENERAL TERMS AND CONDITIONS

### 1. PURCHASES

All purchase commitments by the District will be made via a properly drawn and issued purchase order. **DO NOT** provide goods/services absent a bona fide, signed purchase order. Deliveries made absent a bona-fide, signed purchase order will be the responsibility of the vendor.

### 2. TERMS OF PAYMENT

Terms of payment to the successful Bidder/Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING AN EMSISD PURCHASE ORDER NUMBER.**

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

The original invoice should be mailed to:

Eagle Mountain-Saginaw Independent School District  
ATTN: Accounts Payable  
1200 Old Decatur Rd., Bldg. #6  
Fort Worth, Texas 76179

### 3. TAX EXEMPT STATUS

The Eagle Mountain-Saginaw Independent School District is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN BID/RFCSP PRICES.** Excise Tax Exemption Certificate will be furnished upon request. EMSISD Federal ID Number is 75-6004855.

### 3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this bid/RFCSP. Proprietary/Trade Secret information pertaining to this bid/RFCSP may not be withheld from the District or its Authorized Representative.

### 4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Bid/RFCSP. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

### 5. ASSIGNMENT

The successful Bidder/Proposer may not assign its rights and duties under an award without the written consent of

the Eagle Mountain-Saginaw Independent School District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

## **6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE**

Whenever EMSISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after EMSISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and EMSISD shall have no liability for, any costs under this Bid/RFCSP that are not necessary for actual performance of the Bid/RFCSP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, EMSISD shall have no liability to Vendor for lost or anticipated profit resulting therefrom.

The EMSISD can terminate any resulting award for this bid/RFCSP with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the EMSISD to terminate this bid/RFCSP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this bid/RFCSP. **Multi-term agreements are subject to review, ratification, or renewal by the Board of Trustees at the end of each term.**

## **7. DEFAULT AND REMEDIES**

The Vendor shall be considered in default of this bid/RFCSP, and such default shall be grounds for the District to terminate any resulting award for this bid/RFCSP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this bid/RFCSP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this bid/RFCSP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section II - General Terms and Conditions.

## **8. GRATUITIES**

The District may, by written notice to the Vendor, cancel this Bid/RFCSP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the Eagle Mountain-Saginaw Independent School District with a view toward securing a bid/RFCSP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

## **9. JURISDICTION**

The Purchase Order(s) resulting from this bid/RFCSP shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in state courts in Tarrant County, Texas.

## **10. NOTICE OF DELAYS**

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for

denial of any request for an extension of the delivery or performance schedule because of such delay.

## 11. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Bid/RFCSP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this Bid/RFCSP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Bid/RFCSP.

## 12. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each bid/RFCSP. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this bid/RFCSP shall be delivered F.O.B Destination Eagle Mountain-Saginaw ISD, from point of assembly to the District location(s) specified on each purchase order. **BID/RFCSP PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Eagle Mountain-Saginaw Independent School District, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder/Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder/Proposer.
- C. Deliveries will be made only upon authorization of the Eagle Mountain-Saginaw Independent School District, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:
  - All purchases made by the District will be made via EMSISD purchase order.
  - Do not provide goods/services absent a bona fide, signed purchase order.
  - Do not provide goods/services exceeding the quantities contained on the purchase order.
  - The District will only pay invoices which match the purchase order description, quantity, and price.
- D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the EMSISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E. Bidder/Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of

same has been made and an opportunity to exercise its right of rejection has been afforded.

- F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the bid/RFCSP price.
- G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.
- H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

### **13. PERFORMANCE OF SERVICES**

- A. Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B. Performance shall be at the location identified in each order.
- C. The scope of this bid/RFCSP and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D. Bidder/Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the bid/RFCSP price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, supplier's, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Bid/RFCSP.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.
- I. Failure of Vendor to fully comply with the terms and provisions of this Bid/RFCSP shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

### **14. WARRANTY INFORMATION**

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials

shall be made promptly upon request.

- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's bid/RFCSP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this bid/RFCSP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by applicable federal and state standards. In the event the product does not conform to these standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

## **15. INDEMNIFICATION AND HOLD HARMLESS**

The vendor shall defend, indemnify, and hold harmless the Eagle Mountain-Saginaw Independent School District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this bid/RFCSP

## **16. PRICE INCREASES**

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Fort Worth area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

## **17. INTER-LOCAL AGREEMENTS**

Eagle Mountain-Saginaw Independent School District reserves the right to purchase the goods and/or services in this bid/RFCSP through an inter-local agreement, if it is deemed that the inter-local agreement is more advantageous to the District.