



**Cleburne ISD
505 N. Ridgeway Suite 100
Cleburne, Texas 76033
RIDGWAY SUITE 100
CLEBURNE, TEXAS 76033**

DATE: October 20, 2016

TO BE OPENED ON

November 8, 2016

RFP Training Room

**Important: Show RFP
Training room**

On all correspondence

REQUEST FOR SEALED COMPETITIVE PROPOSAL (RFP)

For a renovation to restrooms and a training room

Pursuant to the provisions of the Education Code 44.031(a) of the State of Texas and rules and regulations adopted by Cleburne ISD Board of Trustees, proposals subject to the conditions and requirements made a part hereof **will be received until 1:00 p.m. local time, on Tuesday, November 8, 2016, in the Cleburne ISD Central Office located at 505 N. Ridgeway Suite 100 Cleburne, Texas 76033.** Proposals can be mailed to the above address.

REFER INQUIRIES TO: Barry Hipp
Executive Director of District Operations
505 N. Ridgeway Suite 100
Cleburne, Texas 76033
TELEPHONE: (817) 202-1125
EMAIL ADDRESS: bhipp@c-isd.com

Contractor INFORMATION:

Contact:
Company:
Address:
City/State/Zip:
Telephone:
Fax Number:
Email Address:

GENERAL

Proposals are subject to the attached Standard Terms and Conditions.

USING DEPARTMENT

Facilities

PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Cleburne ISD (CISD) is soliciting proposals from Contractors for the completion of a Training Room renovation and restrooms located at the Cleburne ISD Administration Building. Proposals will be accepted for each trade listed in the RFP which are necessary for the project completion.

SCOPE OF WORK

Each Contractor (trade) shall furnish labor and materials detailed in the plans and specifications to complete the renovation of restrooms and training room. The district (CISD) is the acting general contractor and is soliciting proposals for each trade listed to complete the project. **See addenda.**

- Plumbing
- HVAC
- Drywall and Framing
- Acoustic ceiling and grid
- Tile work
- Electrical
- Millwork
- Countertops
- Painting
- Flooring
- Toilet Partitions
- Concrete and demolition
- Data cable and drops
- Fire alarm devices
- Audio Visual

PRE-PROPOSAL MEETING

By appointment

NOTICE OF INTENT TO SUBMIT PROPOSAL: None required.

Contractors shall propose all pricing based on F.O.B. the District, freight prepaid and allowed, in U.S. Dollars.

Contractors shall propose all pricing based on no down payment, Net 30 days payment terms or on Contractor supplied schedule of values for progress payments

Proposal Requirements:

Proposals are submitted for each of the line items or trades on a contractor generated form.

Contractor shall provide copies of complete, detailed submittal specifications/cut sheets for each type of product proposed. Contractors shall include color samples as requested.

Contractor shall provide Warranty information for each item and accessory being proposed.

Contractor shall provide information on their Firm to include:

- Name, address, phone, fax number and website of the Firm's location responsible for serving Cleburne ISD.
- Name, phone, fax and e-mail address of principal(s) and contact(s) responsible for Cleburne ISD, including names of the key person(s) that would provide sales, service, installation and training.
- Contact information for at least (3) current clients similar in size and/or structure to Cleburne ISD.
- Contractor shall complete and include two (2) completed original copies of the Execution of Proposal, Attachment B.
- Contractor shall complete and include the Guidelines for Contractor and Vendor Disposal of Waste, Attachment C.
- Contractors are invited to include additional information not requested above, if believed to be useful and applicable to this Request for Competitive Sealed Proposal.

SELECTION PROCESS

The District may make any necessary reference checks to determine the ability of the Contractor(s) to fulfill proposal requirements. The Contractor shall furnish additional information as may be requested and shall be prepared to show examples of projects it has completed with other customers that are similar to the District's needs. Cleburne ISD at its sole discretion, reserves the rights to accept or reject any or all proposals, or a portion of, all of, or none of any parts thereof, for any or no reason and with no penalty to CISD. Further, the District may accept the proposal that best meets the requirements of this RFP and is most advantageous to the District, may accept a proposal other than the lowest cost proposal, and reserves the right to reject any proposal if it is determined that the Contractor is not properly qualified to carry out its obligations. Further, CISD reserves the right, for any or no reason, and at its sole and absolute discretion, to: A) Amend, in whole or part, withdraw or cancel this Request for Proposal, B) Waive technicalities and informalities in the selection process, and, C) Negotiate the terms and conditions of an agreement with the selected Contractor(s), if any. These negotiations could include all aspects, including pricing. Neither the selection of a Contractor nor the negotiation of the agreement with such Contractor shall constitute CISD's acceptance of the proposal or a binding commitment on behalf of CISD to enter into an agreement with such Contractor, as any binding arrangement must be set forth in an agreement signed by both parties and is subject to all requisite approvals. All materials submitted in response to this Request for Proposal will become the property of CISD. Any restrictions on the use of data contained within your submission must be clearly stated in the submission itself. Cleburne ISD cannot ensure that all information submitted will be kept confidential and suggests that any proprietary information be clearly marked or otherwise protected by the Contractor. Cleburne ISD may be required by the Freedom of Information Act (FOIA) to disclose information about this RFP.

INSTRUCTIONS TO CONTRACTOR

1. GENERAL

Proposals addressed to Barry Hipp, 505 N. Ridgway Cleburne, Texas 76033 and marked with proposal **Training Room Renovations** are due not later than 1:00 p.m. local time on Tuesday, November 8, 2016. Unsigned or late proposals will not be considered.

2. POSTPONEMENT OF OPENINGS

A proposal opening may be postponed by the District, even after the time scheduled for proposal opening, if the District has reason to believe that the proposal(s) of an important segment of proposers have been delayed in the mails, or in the communication system specified for transmission of proposals, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes, or District equipment blackout or malfunction when proposals are due); or emergency or unanticipated events interrupt normal District processes so that the conducting of proposal openings as scheduled is impractical. At the time of a determination to postpone a proposal opening, the new time and date shall be communicated by issuance of an addendum to the prospective proposers who are likely to attend the proposal opening. In the case of urgent District requirements precluding the communication of an addendum, the time specified for opening of proposals shall be deemed to be extended to the same time of day specified in the proposal on the first work day on which normal District processes resume. In such cases, the time of actual proposal opening shall be deemed to be the time set for proposal opening for the purpose of determining "late proposals". The District shall maintain records in the proposal file explaining the circumstances of the postponement.

3. ERRORS AND OMISSIONS

All documents shall be completed and submitted as requested by the District. No claim for errors or omissions in the proposal will be considered. Contractors will be held strictly to the proposal as submitted. Proposals may be withdrawn in writing, facsimile, or in person prior to the closing date and time. No proposal may be withdrawn for a period of sixty (60) days following the opening of the proposals.

It is the responsibility of the contractor to examine the site and all conditions thereon. The proposal shall take into consideration all such conditions as may affect contract Work. No additional expense will be allowed for failure to be so informed.

4. COMPLETENESS AND COMPLIANCE

Proposals will be reviewed for completeness and compliance with all requests and requirements, including proposal instructions, specifications, and terms and conditions of the Proposal. Proposals that fail to comply with the essential requests and requirements of the RFP may be rejected as non-responsive and eliminated from further consideration.

5. PREVAILING WAGE

Contractor's signature shall be construed as acceptance of; and willingness to comply with, all Prevailing Wage Laws. All laborers, workmen and mechanics engaged in construction will be paid not less than the "Prevailing Wage."

6. FIRM PRICES

All prices are to be F.O.B. Cleburne ISD, Cleburne, Texas, freight prepaid. Prices submitted on this document should be considered firm for a period of ninety (90) days from the due date as stated on the cover sheet of this document.

7. EVALUATION, ACCEPTANCE, NEGOTIATIONS, AND AWARD

Cleburne ISD reserves the right to negotiate with any Contractor considered qualified or to make an award without further discussions. The District highly recommends that a Contractor's initial proposal reflect the Contractor's terms most favorable to the District. Financial as well as other factors will be considered in the evaluation. Proposals from the Contractor should be submitted to Cleburne ISD in the most favorable terms possible from the standpoint of cost. Although cost is an important factor, the District is not obligated to award the contract solely on the basis of lowest cost and reserves the right to use other subjective criteria and will make the award as best suits the interests of the District. Perceived inadequacy in any area may disqualify a proposal.

Cleburne ISD reserves the right to accept or reject any or all proposals and waive any irregularities. The District reserves the right to request additional information or clarification on any matter included in the proposal. Upon selection of the Contractor, Cleburne ISD and the Contractor will enter into an appropriate contract setting forth the terms and conditions of the parties' rights and obligations. Such contract will substantially follow the terms set forth herein except that Cleburne ISD reserves the right to make changes.

The District will not pay for any information requested nor is it liable for costs incurred by the Contractor in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired. All costs incurred by Contractors associated with the preparation, submission, presentation and demonstration of proposals and attendance at meetings and presentations, including but not limited to, costs related to transportation, meals, lodging and other related expenses, will be the sole responsibility of the Contractor and will not, under any circumstances, be reimbursed by CISD.

8. ACKNOWLEDGEMENTS OF ADDENDA

Signature of company official on original document shall be construed as acknowledgment of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

9. DAMAGES AND NEGLIGENCE

The Contractor shall protect, indemnify and hold harmless Cleburne ISD, its employees and Cleburne ISD Board of Trustees against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations, or performance of Work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.

11. INSURANCE

Prior to beginning any Work at any Cleburne ISD location, facility, or property, the Contractor shall furnish a Certificate of Insurance evidencing the existence of the following coverages:

- Commercial General Liability
- Automobile Liability
- Workers Compensation - Statutory
- Employers Liability

Coverages: The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation. The Contractor's insurance carrier shall waive subrogation; such stipulation shall be indicated on the Certificate of Insurance.

12. ASSIGNMENT

The Contractor shall not assign or subcontract any portion of its obligations without the prior written consent of CISD. Assignment or subcontracting shall in no way relieve the Contractor of any of its obligations.

13. BOND REQUIREMENT

In accordance with Board Policy CV Legal:

PERFORMANCE BOND:

For a contract in excess of **\$100,000**, a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents. The bond is solely for the protection of the District. Gov't Code 2253.021(b)

PAYMENT BOND:

For a contract in excess of **\$25,000**, a payment bond shall be executed in the amount of the contract solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. Gov't Code 2253.021(c)

14. Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post

the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

INSTRUCTIONS TO Contractors

1. Please submit all specifications and pricing in a package addressed and clearly marked as follows:

Cleburne ISD
Training Room Proposal
505 N. Ridgeway Suite 100
Cleburne, Texas 76033

2. Proposals submitted via fax or E-mail **will not** be accepted.
3. Read and comply as applicable with the Standard and Terms and Conditions (Attachment A).
4. Two (2) completed original copies of the Execution of Proposal (Attachment B) Form (Typewritten or printed and signed in ink) must be submitted with your proposal.
5. One (1) completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste Form (Attachment C) must be submitted with your package.
6. No taxes are to be included in any proposal price. Generally school districts are exempt from Federal, State or local sales taxes.
7. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
8. It is the contractors responsibility to have the proposal correctly marked and in the CISD Central Office by the specified date and time of the opening.
9. The district will not reimburse the Contractor for any work associated with the submission of the proposal.
10. The District will evaluate all proposals and intends to award a contract on or about July 3, 2013 (pending board approval). The District reserves the right to accept and/or reject any or all proposals or parts thereof.
11. Contractors will ensure bonding requirements are met as required by law and board policy.
12. All installations will be in accordance with manufacturer's specifications and will follow all applicable codes.
13. The contractor is responsible for obtaining and paying for all applicable building permits.
14. Warranty must be clearly stated in submittals.

TERMS AND CONDITIONS (Attachment A)

1. **Acceptance and Rejection:** Cleburne ISD reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
3. **Non-Discrimination and Affirmative Action:** The Contractor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental, or physical disability with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause or any applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the district unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable affirmative action programs have terminated and that a recurrence of such acts is unlikely.
4. **Specifications:** Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations should be explained in detail.
5. **Manufacturer's Names:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with Cleburne ISD.
6. **Information and Descriptive Literature:** Bidders are to furnish all information requested and in the spaces provided on the bid invitation form. Further, as may be specified elsewhere, each bidder must submit with his bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
7. **Condition and Packaging:** Unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
8. **Safety Standards:** Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.
9. **Samples:** Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
10. **Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in his letter the specific regulation which requires such alterations. Cleburne ISD reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
11. **Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of the using agency, including shipping and billing instructions; the using agency is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval of Cleburne ISD.
12. **Performance and Default:** Cleburne ISD reserves the right to require performance bond from successful bidder. Otherwise, in case of default on part of the contractor Cleburne ISD may procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any contractor default.
13. **Patents:** The contractor agrees to hold and save Cleburne ISD, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
14. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
15. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
16. **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of Cleburne ISD.

EXECUTION OF PROPOSAL

(Attachment B)

Please provide two (2) copies

IMPORTANT: PLEASE BE SURE YOUR ENVELOPE IS ADDRESSED AND MARKED:

Training Room Proposal
Cleburne ISD
505 N. Ridgeway Suite 100
Cleburne, Texas 76033

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within sixty (60) days of November 8, 2016, to provide the specified items and/or services or Work as described in the specifications and instructions for the sum in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNED (IN INK) _____

PRINTED NAME _____ DATE _____

Title _____

TELEPHONE NUMBER _____ FAX NUMBER _____

ACCEPTANCE OF PROPOSAL

Your proposal is accepted as indicated on this copy.

Date: _____ By: _____

Barry Hipp, Cleburne ISD

**GUIDELINES FOR CONTRACTOR AND VENDOR DISPOSAL OF WASTE
(Attachment C)**

Cleburne ISD is seriously committed to recycling, and the District expects its Contractors and Vendors to share this commitment as well.

All construction debris generated by Contractor/Vendor, as well as all packaging material (cardboard, banding, shipping crates, etc.), must be removed from the work site(s) by the Contractor/Vendor and disposed of in an environmentally-friendly manner (e.g. recycling).

The Contractor/Vendor is responsible for providing its own dumpster (if needed); use of the district's dumpster is not allowed.

Your cooperation in recycling and adhering to the disposal of waste guidelines at Cleburne ISD is appreciated. Any Contractor or Vendor who intentionally and knowingly disregards these guidelines may be excluded from further proposal considerations.

(Please keep this section for your files.)

(Please send this section with your proposal.)

STATEMENT OF AGREEMENT TO CONTRACTOR AND VENDOR DISPOSAL OF WASTE

I hereby agree to abide by the aforementioned guidelines for Contractor and Vendor disposal of waste.

(Signature – must be in ink)

(Typed or Printed Name)

(Company)

(Date)

SCOPE OF WORK
TRAINING ROOM REVOLUTION
CLEBURNE ISD

A. General Scope of Work:

The successful contractor(s) shall provide all labor, equipment, tools, materials and supplies required to complete the project within their respective trade and focused scope according to the plans and specifications.

- Plumbing
- HVAC
- Drywall and Framing
- Acoustic ceiling and grid
- Tile work
- Electrical
- Millwork
- Countertops
- Painting
- Flooring
- Toilet Partitions
- Concrete and demolition
- Data cable and drops
- Fire alarm devices
- Audio Visual

B. Site Conditions:

1. The work covered by these specifications is at an occupied facility.
2. All work, unless otherwise indicated, must be coordinated with the Director of Maintenance.
3. The contractor shall leave no area unsecured or unsafe at the end of the day.
4. The contractor shall at all times keep the premises as clean as possible and free from an accumulation of waste materials and rubbish.
5. It shall be the responsibility of the contractor to field verify all existing conditions and dimension prior to ordering materials.
6. The contractor shall take care to minimize damage to existing adjacent surfaces during the installation phase of the work. Any damaged that results shall be repaired by the contractor and to the satisfaction of the district.
7. Normal work hours of the district are Monday through Friday; 8:00 AM to 5:00 PM (Other times can be arranged).