

RFP 190513 – GHS Band Practice Parking Lot

Section 1.0 Scope of Work

Gainesville ISD is requesting proposals for a turnkey project of resurfacing a parking lot area of approximately 256 x 188 ft located at the Gainesville High School Campus, 2201 S I35, Gainesville, TX

Proposal documents may be picked up from the Administration Building at 800 S Morris St, Gainesville, TX or online at www.gainesvilleisd.org . For questions please call Alyce Greer at 940.668-3687 or email agreer@gainesvilleisd.org or Shelton Price at sprice@gainesvilleisd.org .

Section 2.0 Standard Terms and Conditions

- 2.1 Payment will be made after all work is completed and properly invoiced by purchase order number. Any other payment terms must be noted on submittal and must be discussed and agreed upon before board acceptance.
- 2.2 All invoices are to be made to the Gainesville Independent School District, Accounts Payable, 800 S Morris St, Gainesville, TX 76240.
- 2.3 Failure of the successful bidder to notify the District sufficiently in advance of the inability to complete the project within a reasonable time frame and with acceptable reasons shall give the District the option of canceling the Purchase Order and purchasing from another source.
- 2.4 The district intends to award this proposal to a single vendor for work to be completed as soon as possible.
- 2.5 The district reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to the district's interest, and the right to waive minor irregularities in the procedures. The district further reserves the right to reject all proposals and seek new proposals when such procedures are in the best interest of the district. The district also will be the sole judge as to the definition of "district's best interest."
- 2.6 The attached specifications are to be used to set a minimum standard. The District does not want inferior substitute merchandise. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "**or equal**" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality design, and efficiency. If you bid an equal and/or

alternate product to the specifications, please clearly state the brand name and description. Failure to provide proper information with this document may cause your bid(s) to be eliminated from consideration.

2.7 No work shall begin without a purchase order signed by the Superintendent. No payment will be made for orders filled without an approved purchase order.

2.8 Insurance

The contractor shall provide at all times during the contract period the following insurance coverage:

1. Worker's Compensation Insurance, Statutory Benefits and Employer's Liability Insurance with limits of not less than \$500,000;
2. Commercial General Liability Insurance with limits of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage per occurrence, including Contractual Liability coverage.
3. Motor Vehicle Liability Insurance with an employer's non-ownership endorsement. Limits of liability shall not be less than \$1,000,000 combined single limit.
4. Third Party Fidelity bond of \$50,000 per employee.
5. The bidder shall furnish Gainesville ISD certificates of insurance within 21 working days after acceptance of a contract.
6. Gainesville ISD must have ten (10) days notice of cancellation or change in insurance coverage and give it's' approval.
7. Pollution Insurance with limits of not less than 1,000,000 for property damage per occurrence.

Section 3.0 Special Terms and Conditions

3.1 In order for your proposal to be considered you must include all of the properly executed documents, including Signature Sheet, Proposal Form, Felony Conviction Form, Conflict of Interest Form, References, and HUB certification documentation if applicable. All responses must be legible and signed in order to be considered.

3.2 Vendors taking exception to the terms and conditions or specifications of this proposal shall state these exceptions plainly on the exception page of this proposal document. If no exceptions are indicated on the submitted form, it will be assumed that your proposal complies with our document.

3.3 By submitting a proposal to the District, the vendor agrees to waive and does waive any claim or cause of action against the Gainesville ISD, its Trustees, agents and employees arising out of or in connection with, the review of, evaluation of, and application of criteria for selection to the proposal; the recommendation of any proposal to the Board of Trustees,

the selection or approval of any proposal by the Trustees on behalf of the District; the awarding of any contract by the Trustees; the selection or approval of any proposal by the Trustees on behalf of the District; the awarding of any contract by the Trustees for services included in the proposal; the waiver of any requirement contained in this Proposal; and any determination of best value to the District by the District, its' Trustees, Agents or employees from the proposals submitted to the district in response to the Proposal.

- 3.4 The district limits its' purchases through the use of properly drawn and authorized purchase orders. The District is **NOT** responsible for services or products that were not authorized via this method. **Verbal orders should not be accepted.**

Section 4.0 Specifications

- 4.1 The district is requesting proposals for a turnkey project of constructing a parking lot area approximately asphaltting a parking lot area of approximately 256 x 188 ft located at the Gainesville High School, 2201 S. I-35, Gainesville, TX 76240.
- 4.2 Proposals will be opened at 10:00 am Monday May 13, 2019. Late proposals will not be accepted. Proposals shall be mailed or delivered to 800 S Morris St, Gainesville, TX 76240. Faxed or emailed proposals will not be accepted.

Section 5.0 Submittals

Signature Sheet
Proposal Form
Felony Conviction Form
References
Conflict of Interest Form
HUB Certification Verification

Section 6.0 Evaluative Criteria

Proposed Fee – 59%
References – 5%
Quality of the proposer's goods and services – 10%
The extent to which the services meets the district's needs and approach of the vendor – 10%
Past Relationship with the district – 10%
HUB certified – 1%
Long term cost to the district to acquire the vendor's services – 5%.

Signature Sheet

We, the undersigned, have read and fully understand the specifications and conditions relating to this document.

Submitted By:

Company Name: _____

Mailing Address: _____

Representative Name Printed: _____

Representative Name Signature: _____

Date: _____

E-mail Address: _____

Telephone Number: _____

(Questions Concerning Proposal)

Fax Number: _____

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 9, Section 44.034 of Texas Education Code, 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.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code §22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a national criminal history record, which includes fingerprinting, information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the national background checks and fingerprinting and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner's property or other location where students are regularly present. Owner shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

Please complete the information below:

I, the undersigned agent for the firm named below, **certify that the information** concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on LISD campuses have been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

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

A. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official: _____ Date: _____

B. 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:** _____

REFERENCES

(3 public school districts)

1. Name _____

Address _____

Phone Number _____

Contact Name _____

Length on Business Relationship _____

2. Name _____

Address _____

Phone Number _____

Contact Name _____

Length on Business Relationship _____

3. Name _____

Address _____

Phone Number _____

Contact Name _____

Length on Business Relationship _____

