Fencing Installation Services
RFP 25.03

SCHEDULE:

Pre-Proposal Conference: None
Questions Due: Tuesday, October 29, 2024 by 2:00 p.m.
Responses to Questions Posted: Tuesday, November 5, 2024 by 2:00 p.m.
Response to RFP Due: Wednesday, November 20, 2024 by 10:00 a.m.
Ranking - Board Action: Estimated December 17, 2024
Board Contract Approval: Estimated December 17, 2024

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.03 – FENCING INSTALLATION SERVICES

The Beaumont Independent School District ("BISD" or "the District") is requesting proposals from qualified offerors to provide fencing installation services for future BISD projects (also referred to as "the Project") as identified herein.

Sealed Proposals must be addressed to the Administration at the address listed below:

REQUEST FOR PROPOSALS FOR
RFP 25.03 FENCING INSTALLATION SERVICES
due no later than
WEDNESDAY, NOVEMBER 20, 2024 AT 10:00 A.M.

Beaumont ISD
Attn: Purchasing Department
3395 Harrison Avenue
Beaumont, TX 77706

ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE OR EMAIL WILL NOT BE CONSIDERED. ALL RESPONSES MUST BE RECEIVED AT THE ADDRESS SHOWN ABOVE. RESPONSES SENT/ DELIVERED TO ANY OTHER DISTRICT ADDRESS WILL NOT BE CONSIDERED.

FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

Offerors must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process. The BISD reserves the right to accept or reject any Submission or any part thereof or any combination of Submissions and to waive any or all formalities. All responses in the Submission may be used by the BISD in the selection process. The BISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the BISD without regard to whether such information appears in the Submission.

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.03 – FENCING INSTALLATION SERVICES

SECTION 1: RFP OVERVIEW

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter D, as amended, it is the intention of the Beaumont Independent School District ("BISD" or "the District") to select via the Request for Proposals process contractor(s) to provide fencing installation services generally described herein. Responses to this Request for Proposals ("RFP") are referred to herein as "proposals" or "submissions." Entities submitting proposals are referred to as "Offerors" or "Proposers."

The RFP may be obtained online at www.bmtisd.com/bids or at the Beaumont ISD Administration Building, 3395 Harrison Ave., Beaumont, Texas 77706.

PROPOSALS MUST BE RECEIVED NO LATER THAN
WEDNESDAY, NOVEMBER 20, 2024 AT 10:00 A.M.

Any Proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

BISD Purchasing Department
3395 Harrison Avenue
Beaumont, Texas 77706

Three (2) copies of the proposal must be submitted. Proposal envelopes must be plainly marked on the outside as follows:

SEALED PROPOSAL – DO NOT OPEN
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.03 FENCING INSTALLATION SERVICES

PROPOSALS MUST BE SUBMITTED ON THE PROPOSAL FORM ATTACHED AS EXHIBIT A. THIS REQUEST FOR RFP CONTAINS REQUIRED TERMS AND DESCRIPTIVE INFORMATION ABOUT THE SERVICES. RESPONSES NOT MADE AS SET FORTH IN THE REQUEST FOR RFP MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

For questions regarding this Request for Proposals, please contact BISD Purchasing Department via email at bids@bmtisd.com.

Questions must be received no later than 2:00 p.m. Tuesday, October 29, 2024. Questions will be responded to no later than 2:00 p.m. Tuesday, November 5, 2024.

ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this package, the Offeror accepts the evaluation process and acknowledges and accepts that determination of the "best value" will require subjective judgments by the District, based upon the information responsive to the Evaluation Criteria and Weight/Points Value as published with this package.

Proposals are to include the information requested in Section V of this Request for RFP in the sequence and format prescribed. In addition to and separate from the requested information, Offerors submitting proposals may provide supplementary materials further describing their capabilities and experience.

PRE-PROPOSAL CONFERENCE:
The District will not be conducting a pre-proposal conference for this RFP. Please submit any questions to bids@bmtisd.com by 2:00 p.m., Tuesday, October 7, 2024.

SUBMISSION OF PROPOSALS
Following the deadline for receipt, the BISD's staff will receive, publicly open, and read aloud the names of the Offerors and, if any are required to be stated, all prices stated in the proposals. Within forty-five (45) days after the opening of the Proposals, the BISD shall evaluate and rank each Proposal submitted in relation to the selected criteria set forth below.

Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of BISD, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

The ranking shall be based on the data furnished by the Offerors in response to the Request for RFP. The following is a list of criteria and weight for each criterion. Unless modified by addendum prior to the opening of the Proposals, the following listing of criteria and weigh of criteria shall be utilized by the BISD, pursuant to TGC Chapter 2269, Subchapter D.

In accordance with Sections 2269.153, 2269.155, and 2269.055 of the Texas Government Code, BISD will evaluate proposals on the basis of the following selection criteria:

Selection Criteria Weight Table		
	Detailed Methodology for Scoring	**Criteria Weight**
	Price – Proposed Price Proposers will receive an assigned share of the total available points for this criterion based on the total monetary value of the Proposal. A formula will be used as follows to determine the award of points: A: Lowest Priced Proposal B: Current Proposal being scored C: Possible Points D: Total Points scored Formula: A / B = Percentage (%) % x C = D	**50**

	Proposer's Experience & Reputation The Owner will consider the proposer's experience and reputation and the proposer's answers to the Questionnaire, including, but not limited to, the record of past performance, general reputation of the proposer, and the proposer's knowledge, reliability, character, integrity, skill, and stability; the proposer's experience providing generators in commercial buildings in Jefferson County, and the proposer's reputation for handling warranty work. Proposer's references will be reviewed and evaluated.	**20**
	Quality of Proposer's services Proposer demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Proposer shows no or limited past history of claims, suits, and failure to perform. Proposer shows ability to maintain cost with no cost increases. Proposer has a record of timely completion of work, compliance with laws, and warranty service. Owner will consider the answers to the Questionnaire which relate to the quality of the Proposer's services.	**15**
	Whether Proposer's financial capability is appropriate to the size and scope of the project Proposer's financial and technical resources will be evaluated. Proposer has a positive asset to liability ratio and adequate bonding capacity. Evaluation of Proposer's responses to Financial Information Questionnaire of this RFP.	**0**
	Proposer's Past Relationship with BISD Proposer's past relationship with Beaumont ISD, personnel & success of project(s) & timeline(s)	**10**
	Proposer's Proposed Personnel Proposer's individual personnel proposed for the work in the RFP demonstrate similar project experience by showing high proportion of Jefferson County/school district/governmental entity work, the proposer's experience with projects of comparable cost, complexity, and timeframe to the work in the RFP. Organizational approach to the project is clear. Owner will review and evaluate the answers to the Questionnaire and resumes.	**5**
	Total	**100**

All responses in the Proposal may be used to help the BISD select an Offeror based on these criteria. The BISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the BISD without regard to whether such information appears in the proposal.

SECTION 2: COMMITMENTS OF THE BISD

This Request for Proposals does not obligate BISD to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal. BISD assumes no financial responsibility for any costs incurred by proposers in developing and submitting a proposal, participating in pre-bid meetings, or any other costs incurred by proposers in connection with this procurement solicitation.

1. **BISD, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**

2. **BISD RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL.**

3. **BISD RESERVES THE RIGHT TO WAIVE ANY FORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE CONSTRUCTION AND/OR PROCUREMENT DOCUMENTS, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.**

4. **BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BEAUMONT INDEPENDENT SCHOOL DISTRICT, AND/OR BISD'S BOARD MEMBERS, ADMINISTRATORS, EMPLOYEES, AND/OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROCUREMENT PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

5. BISD reserves the right to withdraw/cancel this solicitation at any time for any reason, remove any scope component for any reason and to issue such clarifications, modifications and/or amendments as deemed appropriate by BISD, in its sole discretion.

6. A response to this procurement solicitation is an offer to contract with BISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the RFP documents. A contract is not formed unless and until a proposal is accepted and awarded by BISD after approval by the BISD Board of Trustees.

7. A proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.

8. Proposals received will become a part of BISD's official files without further obligation to the respondents.

9. Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of BISD, or to any consultant, employee, or member of BISD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.

10. No employee, officer or member of BISD shall participate in the selection, development of a response to this procurement solicitation, award or administration of a contract resulting from this procurement solicitation if a conflict of interest, real or apparent, would be involved.

11. Proposers shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.

SECTION 3: INSTRUCTIONS TO OFFERORS

A. PROPOSAL FORM: The Proposal Form attached as Exhibit A must be filled out and signed by the Offeror.

B. AGREEMENT: An Agreement between the Owner and Offeror shall commence prior to each fencing project and will consist of the following:

1. Contractor Agreement between Beaumont Independent School District and awarded Contractor. (example agreement is attached as Exhibit B)

C. TIME: Offeror agrees to hold the proposal open for acceptance for forty-five (45) calendar days from the proposal due date.

D. WITHDRAWAL OF PROPOSALS: Offerors may request permission to withdraw a proposal prior to the actual time for proposal opening. Such request must be made in person or in writing at the same location designated to receive the proposal. The BISD will return the proposal documents unopened at that time.

E. PROPOSAL BOND: Not Applicable for this RFP

F. WAIVER: By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the BISD, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of the proposal. The BISD shall have no contractual obligation to any Offeror, nor will any Offeror have any property interest or other right in the proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have been fulfilled by the Offeror.

G. OTHER INFORMATION: The BISD believes the information included in this Request for RFP is materially accurate, however, the BISD does not warrant this information to be free from errors or omissions. Offerors are encouraged to inspect the premises prior to submitting a response.

Materials. Any reference in the Specifications (Section 4) to materials, products, equipment, fixtures, etc., shall not be construed as limiting competition in any manner; however, only the BISD Director of Maintenance and Operations shall have the authority to determine whether a material is equal. No substitution will be allowed unless authorized in writing by the BISD Director of Maintenance and Operations.

Substitutions. The materials, products and equipment described in the specifications establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

H. THE OFFEROR MUST ALSO SUBMIT THE FOLLOWING ITEMS:

1. PROPOSAL FORM: Exhibit A, signed by Offeror.
2. RESPONSES TO BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT: Exhibit D; Attachment B, signed by Offeror.
3. PROOF OF INSURABILITY: Submit a letter from your insurance provider stating provider's commitment to insure the applicant for the types of coverage at the levels specified in the RFP, if awarded a contract in response to this RFP. Offeror shall also submit a copy of current insurance certificate.

NEW VENDOR PACKET: (ATTACHED AS EXHIBIT C) - INCLUDES

4. CONFLICTS OF INTEREST: Offeror acknowledges that it is informed that District Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District, shall file a completed conflict of interest questionnaire with the appropriate district records administrator not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the District; or (2) submits to the District an application, response to a request for qualifications, submissions or proposals, correspondence, or another writing related to a potential agreement with the District. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires must be included with responses to this RFP. Please consult your own legal counsel if you have questions regarding the statute or form.
5. COMPLETED FORM 1295. The form is available online with the Texas Ethics Commission at www.ethics.state.tx.us.
6. ALL FORMS included with this package.

I. <u>RESPONSIBLE PROPOSERS</u>, AT A MINIMUM, MUST MEET ALL OF THE FOLLOWING REQUIREMENTS:

- Be an experienced contractor who has served as a prime contractor on similar projects for schools/governmental entities and be knowledgeable about requirements for construction of and building elements for schools including, without limitation, applicable building code requirements;
- Provide a warranty and support for any equipment installed as part of the construction services;
- Possess or is able to obtain adequate financial resources as required to perform under any contract resulting from this procurement solicitation;
- Have a responsible safety record, as detailed in this procurement solicitation;
- **Be able to obtain all required permits.**
- All permit costs, inspection costs by governmental authorities having jurisdiction and associated fees, including but not necessarily limited to, building permits will be paid by the selected proposer.
- Proposers shall include the related permitting and inspection costs within their proposal amount.
- Submit all required proposal forms. If there are any missing proposal form pages, proposers may be disqualified.
- Be able to comply with schedules set forth by BISD's Maintenance Department, taking into consideration all existing business commitments;
- Have necessary management and technical capability to perform any resulting contract;
- Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;
- Be registered to do business in the State of Texas;
- Be in good standing with the State of Texas;

- Be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

Proposals deviating or taking exceptions to the solicitation requirements may not be considered. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.

SECTION 4: SCOPE OF WORK; SCHEDULE

The approved contractor will provide for the delivery and installation of fencing, access control personnel gates (when requested), and access control vehicle gates (when requested) at designated District facilities. The district is seeking a turnkey solution to its security fencing needs.

Contractor will be responsible for all aspects of the project which may involve the repair, installation, or removal of fencing, required electrical, and the installation of access controls with a product which is compatible with or equivalent to the district's existing IP system. The district will assist with integration.

Please Note: Contractor will be notified of any access control equipment needed for fencing projects when the need arises (per project) and will not need to be quoted with fencing prices with this RFP.

Linear dimensions for fencing will be incumbent upon the contractor to conduct site authorized visits to verify measurements for each project.

Contractor will be required to back fill to grade any holes created due to post removal.

Proposed fencing must conform to 19 Texas Administrative Code (TAC) Chapter 61, School Districts, Chapter CC, Commissioner's Rules Concerning School Facilities, Sub-Section 61.1031, School Safety Requirements.

Contractor will be responsible for contacting the appropriate agency(s) to have all underground utilities and/or obstacles marked prior to repair, removal, or installation of fencing. If any utilities or district infrastructure are damaged, contractor will be financially responsible to repair/remedy damages within a manner timely and in accordance with instruction from the district's Director of Maintenance and Operations.

Proposals must include pricing for three (3) difference fencing types and one (1) gate opening type:

a. Black vinyl fencing (heavy gauge; 8' tall)
b. Wrought iron fencing (6' tall)
c. Pressure treated yellow pine fence pickets
d. Panic bar gate openings (with header bar to tie in gate post)

SCHEDULE:

Pre-Proposal Conference: None
Questions Due: Tuesday, October 29, 2024 by 2:00 p.m.
Responses to Questions Posted: Tuesday, November 5, 2024 by 2:00 p.m.
Response to RFP Due: Wednesday, November 20, 2024 by 10:00 a.m.
Ranking - Board Action: Estimated December 17, 2024
Board Contract Approval: Estimated December 17, 2024

SECTION 5: TERMS & CONDITIONS

This procurement solicitation shall be in accordance with applicable law, including Subchapter D of Chapter 2269 of the Texas Government Code (Request for Proposal Method of Procurement), BISD policy, and the following terms and conditions of this procurement solicitation:

a. Contract Award. Award of a contract, if any, will be made to the proposer(s) who submit the proposal that offers the best value for BISD, based on (a) the selection criteria in this request for proposals and the weighted value for those criteria listed in this procurement solicitation; and (b) BISD's ranking evaluation. Tex. Gov't Code § 2269.155(a). BISD must first attempt to negotiate a contract with the selected proposer. BISD and its architect and/or engineer may discuss with the selected proposer options for a scope or time modification and any price change associated with the modification. Tex. Gov't Code § 2269.155(b). If BISD is unable to negotiate a satisfactory contract with the selected proposer, BISD must, formally and in writing, end negotiations with that proposer and proceed to the next proposer in the order of the selection ranking until a contract is reached or all proposals are rejected. Tex. Gov't Code § 2269.155(c).

b. The term of this contract award shall be for one (1) year, with four (4) possible, one-year extensions based upon mutual agreement of both parties (BISD and awarded contractor(s)).

c. Taxes. BISD is exempt from taxation, and no proposal shall include any costs for taxes to be assessed against BISD.

d. Appropriated Funds. The purchase of services and/or products that arises from this solicitation is contingent upon the availability of appropriated funds. In addition to other termination rights contained in the resulting contract, if any, BISD shall have the right to terminate the resulting contract at the end of the current or each succeeding BISD fiscal year if funds are not appropriated by BISD's Board of Trustees for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, BISD reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of BISD or the contractor. Upon termination of the contract, BISD shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur.

e. Insurance. Contractor must obtain and keep in effect during the term of the contract, insurance coverage in the below listed types and minimum amounts. As evidence of insurance coverage, **Contractor must furnish to BISD certificate(s) of insurance.**

INSURANCE REQUIREMENTS: Contractor shall comply with all of the District's insurance requirements. Contractor shall carry, for the duration of this Project, the following insurance coverages: Workers' Compensation (statutory) and Employer's Liability ($1,000,000 per accident); Automobile Liability: Bodily Injury & Property Damage for all owned, non-owned vehicles and hired vehicles ($1,000,000 combined single limit); Commercial General Liability ($1,000,000 each occurrence) and with insurer(s) acceptable to the District. Contractor shall maintain insurance coverage in the amounts specified by
the District (below).

The District shall be named as an additional insured on such insurance policies.
Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverage prior to the start of work. Contractor shall assure that the District will receive written notice of at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies.

Workmen's Compensation: (including waiver of subrogation endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00
Commercial General Liability: Each Occurrence General Aggregate Personal & Advertising Injury Products and Completed Operations	 $1,000,000.00 $2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided) $1,000,000.00 each person $1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurance $2,000,000.00 aggregate (same limits as above) (same limited as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence

Contractor shall provide BISD with a certificate of coverage for each person providing services on the project, prior to that person's beginning work on the project. This provision includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracts directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent

contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the contract. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

Contractor shall provide BISD with a new certificate of coverage showing extension of coverage:

(1) Before the end of the coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and
(2) No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.

f. Materials. Whenever an article or material is defined by Owner in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable). Any reference in the RFP Documents to materials, products, equipment, fixtures, etc., shall not be construed as limiting competition in any manner; however, only the BISD Director of Maintenance and Operations shall have the authority to determine whether a material is equal. No substitution will be allowed unless authorized in writing BISD Director of Maintenance and Operations.

Where a definite material is specified, it is to set a standard, unless so noted that NO substitution allowed. Manufacturers of products not named in the RFP Documents will be required to show evidence satisfactory to the BISD Director of Maintenance and Operations, that their product is equal in construction, similar in design, and will serve the intended purpose as the item specifically named.

g. Appeal/Protest Process. In accordance with applicable law, Owner is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. Any Proposer who submitted a proposal may appeal BISD's award, if the appeal is based on deviations from laws, rules, regulations, or BISD Board policies. BISD Board Policy GF (Local) applies to any Proposer wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Proposer shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to BISD's Director of Purchasing. Complaints/appeals must be received by the close of business on or before the 15th BISD business day after award of the contract. In the event Proposer is unsure about the award of the contract, it is the Proposer's responsibility to contact BISD on the next business day after the award is announced and verify details concerning the award.

SECTION 6: EXECUTION

The foregoing is true and correct. The BISD, or any authorized representative of the BISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information which the BISD might determine as being desirable.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

SECTION 7: REPRESENTATIONS AND CERTIFICATIONS

By submitting this Proposal, the Offeror:

1. Represents that to the best of its knowledge it is not indebted to the BISD. Indebtedness to the BISD shall be basis for non-award and/or cancellation of any award.
2. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded or state funded contract.
3. Certifies it's understanding that, should Offeror be selected for the Project: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Specifically: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this procurement and resulting contract and the Offeror agrees that any resulting contract can be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the Project is One Million Dollars ($1,000,000.00) or more, the Offeror agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the BISD for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the BISD; and (3) on completion of the contract, either: (a) provide at no cost to the BISD all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the BISD.
4. Certifies its understanding that, pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at $100,000 or more and if the Offeror has at least ten (10) full time employees, then the Offeror, by its execution of any resulting agreement with BISD, represents and warrants to the BISD that the Offeror does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.
5. By signing, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Offeror certifies that the individual or business entity named is not ineligible to receive the specified payments and acknowledges that any resulting agreement may be terminated and payment withheld in this certification is inaccurate.
6. Offeror verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void any contract with BISD.
7. Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at $100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the BISD that the Offeror does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.
8. Pursuant to Texas Government Code Chapter 2274, if the contract is valued at $100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to the BISD that the Offeror does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during

the term of the contract. This provision does not apply to sole proprietorships.

9. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with BISD, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
10. Offeror certifies that it understands that Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Texas Education Code §22.08341 requires that the Contractor obtain criminal history record information ("CHRI") on **Covered Employees** with **Disqualifying Criminal Histories** (each defined below). These persons are prohibited from serving at a school district. Because of restrictions on what entities may access such information, prior to commencement of work under this Agreement, using the process established by the Owner, Contractor will be required to arrange with the Owner to obtain the national criminal history record information ("CHRI") on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties. Contractor will also be required to reimburse the Owner for the costs and expenses associated with obtaining the criminal history information by entering into the proposed Contract Documents will be required to agree to accept the Owner's interpretation of the report as to whether any Covered Employee has been determined to have a Disqualifying Criminal History and will be required to be excluded from assignment to the Project. The selected Contractor will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on BISD's Project or on BISD's property.

Offeror: _____

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.03 – FENCING INSTALLATION SERVICES

REPRESENTATIONS AND CERTIFICATIONS

Section 44.034 of the 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 an 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 of services performed before the termination of the contract." Note: **This Is Not Required of a Publicly Held Corporation.**

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

SELECT ONE:

❒ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
❒ My firm is not owned nor operated by anyone who has been convicted of a felony.
❒ 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): _____

The undersigned affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other consultant, and that the contents of this response as to terms or conditions of said response 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 response.

Company Name: _____

Address: _____

Phone:_____ Fax:_____

_____ _____
Printed Name & Title Signature

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.03 – FENCING INSTALLATION SERVICES

EXHIBIT A: PROPOSAL FORM

IDENTIFICATION OF OFFEROR AND ACCEPTANCE OF TERMS

IMPORTANT: A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Proposals.

1.1 TO: Beaumont Independent School District
Attn: Purchasing Department
3395 Harrison Ave, Beaumont, TX 77706

1.2 SUBMITTED BY: _____

Address: _____

Phone No.: _____ Email: _____ Date: _____

Signature: _____

1.3 PROPOSAL: (amount in figures)
Proposal Price shall include ALL (labor & materials) work

A. Black vinyl fencing (heavy gauge; 8' tall)

Price per foot (including labor): $_____

B. Wrought iron fencing (6' tall)

Price per foot (including labor): $ _____

C. Pressure treated yellow pine

Price per foot including labor): $ _____

D. Panic bar gate openings (with header bar to tie in gate posts)

Price per gate opening (including labor): $ _____

1.5 ADDENDA: Undersigned acknowledges receipt of Addenda:

Nos. & Dates) _____

1.6 REVIEW OF CONTRACT DOCUMENTS

The Proposer certifies that it has reviewed the Contractor Agreement Between Beaumont ISD and Contractor, attached as Exhibit B.

_____Yes _____No

Proposer agrees that if any revisions are requested to the terms and conditions in the Agreement attached as Exhibit B, they are listed below or attached on a separate sheet and submitted with the Proposal response:

_____Yes _____No

Requested Revisions:

_____

_____

_____

_____

The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above-referenced project for the proposal amount(s) listed.

Proposal prices are firm for acceptance by BISD for 60 days from the date opening of proposals has occurred.

Signed By: _____

Name: _____
(Type or Print)

Title: _____
(Type or Print)

ATTEST: _____
(Secretary, if Proposer is a Corporation)
SEAL:
(If Corporation)

EXHIBIT B

CONTRACTOR AGREEMENT

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.03 – FENCING INSTALLATION SERVICES

EXHIBIT C
VENDOR PACKET

EXHIBIT D

ATTACHMENT A – BISD'S REQUIRED WORKERS' COMPENSATION INSURANCE COVERAGES

BISD shall use the following language for bid specifications and contracts for building or construction, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.
A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of

coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;

4. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

5. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. Obtain from each other person with whom it contracts, and provide to the contractor:

    a. A certificate of coverage, prior to the other person beginning work on the project; and
    b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

7. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

8. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9. Contractually require each person with whom it contracts to perform as required by items 1–6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.03 – FENCING INSTALLATION SERVICES

ATTACHMENT B - BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT

FIRM NAME: _____

CONTACT PERSON'S NAME, PHONE NUMBER AND EMAIL ADDRESS:

_____

Do you or any officer, partner, owner, sales representative, and/or spouse work for Beaumont Independent School District? ☐ Yes ☐ No

If yes, please specify: _____

Please indicate how you became aware of this procurement.
Source: _____

I. ORGANIZATION

1. Type of Organization

_____ Individual _____ Sole Proprietorship
_____ Partnership _____ Corporation, Incorporated in _____

2. Federal Employer Identification Number: _____

3. Number of persons currently employed: _____

4. How many years has your organization been in business as a contractor? _____

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

List any other or former names your organization has operated under:
_____

II. LICENSING

1. List the jurisdiction(s) and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
_____
_____

2. List the jurisdiction(s) in which your organization's partnership or trade name is filed.
_____

III. EXPERIENCE

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

2. 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?
   ☐ Yes ☐ No

   Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? ☐ Yes ☐ No

Personnel

3. Identify key personnel who would work on the Project including the Project Manager, Superintendent, and Estimator.
   _____
   _____

4. Provide a description of your firm's home office location, satellite office locations, number and types of equipment available to support this Project.
   _____
   _____
   _____

IV. PAST RELATIONSHIP WITH BISD

1. Provide a list of past projects with Beaumont ISD including location, project description and date.
   _____
   _____
   _____
   _____

2. Was project(s) listed above completed successfully and on time?

   ☐ Yes ☐ No

   If no, explain why:
   _____
   _____