

WINK-LOVING INDEPENDENT SCHOOL DISTRICT

RFP # _____

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

WINK-LOVING INDEPENDENT SCHOOL DISTRICT

Request for Proposals # 2023

COMMUNITY BETTERMENT PROJECTS

Issued by:

Wink-Loving Independent School District

Closing:

2:00 P.M.

[April 19, 2023]

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

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REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

I. Invitation for Proposal

Notice is hereby given the Wink-Loving Independent School District (WLISD) is soliciting proposals from qualified vendors to provide construction services at WLISD for the Wink-Loving ISD Improvements - **Winkler County Park, Sports Courts & Fields Turn Key – Design Build to include: Design Build Plans & Engineering, Leisure Pool with Safety Equipment, Pool Spray Toy; Slide Pool with Safety Equipment; Double Water Slide with Tower & Canopy; Pool Concrete; Wrought Iron Fencing; Pool Restroom Building; Softball Field & Bleacher Systems; Concession Stand; Tennis Courts; Basketball Court; Outdoor Volleyball Court; Lighting; Walking Path** Wink, Texas 79789. The awarded vendor's pricing shall include all demolition, removal, prep, installation and other trades work outlined in the specifications. **It is recommended that each proposer visit the sites that are included in this proposal.**

Sealed proposals must be addressed to the Wink-Loving ISD Administration Office at the address listed below and marked as follows:

Proposals will be received in the Wink-Loving ISD Administration Office, P.O. Box 637, Wink, Texas 79789 until **2:00 PM, Monday, April 19, 2023**. Proposal envelopes shall be plainly marked on the lower left-hand corner with **your company name** and the following information:

Sealed RFP # 2023

For: Community Betterment Projects

Your Company Name

Do Not Open Until: April 19, 2023

Any deviation from our General Terms and Conditions for Bidding and the Special Terms and Conditions must be noted on the Deviation/Compliance Signature form provided.

Proposals will be opened immediately following the specified deadline. Any proposal received later than the specified time, whether delivered in person, mailed, faxed, or emailed, will be disqualified.

After evaluation of all proposals is completed, the Wink-Loving ISD Administration Office will send a recap of all proposals received. The Wink-Loving Independent School District reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the District.

Disclosure Statement:

HB 914 requires vendors to submit a conflict of interest questionnaire for gifts given to public officers. HB 914 and this questionnaire may be found on the WLISD website at https://www.wlisd.net/apps/pages/index.jsp?uREC_ID=179760&type=d&pREC_ID=387037.

Each vendor desiring to do business with WLISD is required to familiarize themselves with this law and comply will all requirements. Failure to follow these requirements may result in being removed from the approved vendor list for WLISD.

If additional information should be required, contact the Wink-Loving ISD Administration Office at 432-527-3880. The proposal packet may be found online at <https://www.wlisd.net/> or may be obtained from the Wink-Loving ISD Administration Office, at 200 North Rosey Dodd Avenue, Wink, TX 79789. WLISD reserves the right to postpone the date and time for opening proposals through an addendum.

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II. General Terms and Conditions

1. APPLICABILITY

- 1.1 All items listed under the General Terms and Conditions apply unless otherwise stated in the specifications.
- 1.2 These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and proposal forms issued herewith.

2. USE OF DISTRICT DOCUMENTS

- 2.1 Proposals must be submitted on the forms provided herein. No alteration to the District forms will be permitted, including substitutions/additions/deletions/interlineations, without written consent of WLISD.
- 2.2 Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format and content as forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

3. COPIES

- 3.1 A complete proposal will consist of one original of the proposal submittal documents.

- 3.2 All Proposal Submittal documents must include the following:

- a. Proposal Submittal
- b. Vendor Responses
- c. Requirements Questionnaires
- d. Deviation Form
- e. Felony Conviction Notification/Resident Proposer Certification
- f. Debarment or Suspension & Proposal Certification

- 3.3 The proposer shall sign and date their proposal.

4. REQUEST FOR ADDITIONAL INFORMATION

All requests for additional information or clarification concerning this Request for Proposal must be submitted by e-mail to Scotty Carman, at scarman@wlisd.net or 432-527-3880 by **April 19th at 2:00 PM (CDST)**.

- 4.1 Prior to the final selection, proposers may be required to submit additional information, which the District may deem necessary to further evaluate the proposer's qualifications.

5. WITHDRAWAL OR MODIFICATION OF SUBMITTED PROPOSAL

- 5.1 Any proposal, which has been submitted, may be withdrawn prior to the scheduled date and time set for receiving proposals. A request to withdraw a proposal must be in writing and be received by the District prior to the scheduled date and time for receiving proposals.

- 5.2 No amendment, addendum or modification shall be accepted after the deadline for submitting the proposal to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for receiving proposals.

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- 5.3 No vendor may have more than one proposal on file with the District.
- 5.4 After the scheduled date and time for receiving proposals, proposals may not be withdrawn for 60 days.
- 5.5 Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.
- 6. **DELIVERY**
 - 6.1 Delivery required in this proposal shall be freight prepaid, F.O.B. destination, and proposal prices shall include all freight and delivery charges.
 - 6.2 The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.
 - 6.3 A packing list or other suitable shipping documents shall accompany each shipment and show a) name and address of vendor, b) name and address of receiving department, c) district purchase order number and d) description of material shipped including item numbers, quantity, number of containers, and package number.
 - 6.4 The District shall have the right to inspect the goods at delivery before accepting them.
 - 6.5 The District shall not be responsible for any "hidden damage" for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.
- 7. **CLARIFICATION AND ADDENDAS**
 - 7.1 Any proposer in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof by submitting a question in writing as described in Section II, Number 4, above. At the request of the proposer, the interpretation will be made by written addendum, and will be posted on the District's website and will become part of the proposal package having the same binding effect as provisions of the original proposal. No verbal explanations or interpretations will be binding.
 - 7.2 The District does not assume responsibility for the receipt of any addendum sent to proposers.
 - 7.3 A copy of all addenda issued must be signed and returned with your proposal.
- 8. **ERASURES OR CORRECTIONS TO PROPOSALS**
 - 8.1 Any erasures and/or corrections to proposals, whether executed prior to or subsequent to the original proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the signature of the person or persons signing the proposal.
- 9. **SPECIAL TOOLS AND TEST EQUIPMENT**
 - 9.1 If the proposal price stated on the proposal submittal section of the proposal includes the cost of any special tooling or special test equipment fabricated or required by the vendor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District, and to the extent feasible shall be identified by the vendor as such.
- 10. **DEVELOPMENT OF SPECIFICATIONS**
 - 10.1 Brands of equal quality or type are acceptable. The District reserves the right to make

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final decisions on comparable items. Be very certain that items upon which you proposal and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the vendor transportation charges collect and paid by vendor.

10.2 Whenever an article or material is defined 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. 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.

10.3 The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer.

10.4 The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified and subsequent thereto.

11. INSPECTION OF DOCUMENTS

11.1 Before submitting a proposal, each proposer shall thoroughly examine the proposal documents and project sites (if applicable) to ensure that the services proposed meet the intent of these specifications.

11.2 Each vendor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the vendor. The failure or neglect of vendor to receive or examine any contract document, form, instrument, addendum or document shall in no way relieve vendor from obligations with respect to his or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the proposal documents by a proposer must be acknowledged on the proposal.

11.3 The District is not responsible for incomplete proposal packets.

12. WARRANTIES

12.1 Warranty conditions for all installation, mobile homes, supplies and/or equipment shall be considered manufacturer’s minimum standard warranty or a minimum of ninety (90) days guarantee, whichever is greater, unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor or manufacturer for the product. All equipment proposed shall be new unless clearly stated in writing.

12.2 If a vendor’s proposal is accepted by the District, the price to be paid by the District shall be that contained in vendor’s proposal which vendor warrants to be no higher than vendor’s current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor’s current prices on orders by others, or in the alternative, the District may cancel this contract without liability to vendor for breach or vendor’s actual expense.

12.3 If a vendor’s proposal is accepted by the District, the vendor warrants that no person or

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selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage or contingent fee.

12.4 If a vendor's proposal is accepted by the District, the vendor shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this proposal invitation, and to the sample(s) furnished by the vendor, if any. In the event of a conflict between the specifications, drawing, and descriptions, the specification shall govern.

12.5 If a vendor's proposal is accepted by the District, the vendor warrants the product sold to the District meets all applicable federal, state and local laws, rules, regulations, ordinances, etc.

13. PROPOSAL COST

13.1 The District shall not be liable for any cost incurred by a proposer in the preparation or delivery of its response to this RFP or for any other cost incurred because of the RFP.

13.2 The issuance of this RFP does not obligate the District to enter into a contract for any services or equipment.

14. PROPOSAL DISCLOSURE

14.1 In the event a proposer desires to claim portions of his/her proposal are exempt from disclosure, it is incumbent upon the proposer to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. The District will consider a proposer's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a proposer that an entire volume of its proposal is exempt from disclosure will not be honored. Vendor acknowledges that its proposal is subject to public disclosure subject to the Texas Public Information Act.

14.2 Until a contract resulting from this RFP is executed, no employee, agent or representative of any proposer shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent or other representative of the District, except as set forth herein.

14.3 Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this RFP or any proposal and/or contract or work resulting there from without the prior written approval of the District and then only in cooperation with the District.

14.4 By signing this proposal, a proposer affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment,

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gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

14.5 Proposer shall note any and all relationships which might be a conflict of interest and include such information with the proposal.

14.6 By signing this proposal, a proposer affirms, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this proposal.

14.7 If a vendor's proposal has been accepted by the District, the vendor shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

15. ASSIGNMENTS AND SUBCONTRACTING

15.1 No part of this order may be assigned or subcontracted without the prior written approval of the District. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. LICENSES, PERMITS, TAXES

16.1 The price or prices for the services shall include full compensation for all taxes, permits, etc. that the proposer is or may be required to pay.

16.2 The District is exempt from all State sales taxes. Tax exemption certificates will be supplied upon request.

17. AWARD OF CONTRACT

17.1 The Wink-Loving ISD reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in any proposal or in the proposal process. The contract will be awarded to the responsible proposer whose proposal is most advantageous to the District, considering the relative importance of price and the other evaluation criteria which may be included in the proposal.

17.2 The District reserves the right to award on a "line item" basis or "all or none" basis, whichever is most advantageous to the District. The District also reserves the right to award contracts or portions thereof exclusively or to multiple vendors to achieve the best value.

18. FORFEITURE FOR FAILURE TO EXECUTE CONTRACT

18.1 In the event that a proposer is awarded the Contract, but fails or refuses to execute the contract within ten (10) calendar days from the date of notification of award, the District may award the contract to the proposer whose proposal was rated as the next best value to the District. The District, alternatively at its discretion, may call for new proposals or may decline to award the contract.

19. CONTRACTS FOR PURCHASE

19.1 Contracts for purchase shall be negotiated and executed by the parties and then will be put into effect by means of a purchase order(s) executed by the Wink-Loving ISD

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Administration Office after proposals have been awarded, or by means of a written contract and a purchase order(s) in such instances where applicable.

19.2 Any agreements/contracts proposed to be signed by the District shall be included with the proposal.

20. NON-PERFORMANCE

20.1 Continuing non-performance of the proposer in terms of specifications shall be a basis for the termination of the contract proposal. Cancellation by the District may be made upon thirty (30) calendar days' written notice to the successful vendor. The District shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity (30 calendar days) before termination, to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

20.2 If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) Purchase on the open market and charge the Proposer the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time, or c) cancel the contract within (30) days written notification.

20.3 The District shall have the right to cancel for default all or any part of the undelivered portion of this order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

21. INDEMNIFICATION

21.1 THE VENDOR WILL DEFEND, INDEMNIFY, SAVE HARMLESS AND EXEMPT THE DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES AND LITIGATION COSTS ARISING FROM OR RELATED TO ANY ACT OR OMISSION ARISING FROM THIS REQUEST FOR PROPOSAL OR SUBSEQUENT AWARDED CONTRACT, INCLUDING THOSE ARISING OUT OF THE NEGLIGENT ACT OR OMISSION OF THE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES.

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III. Specifications and Timelines

1. CLASSIFICATION AND SCOPE

- 1.1 Bidders are cautioned to read this invitation carefully, to complete all entries and submit all documents or information requested. Failing to do so may be materially non-responsive and result in non-consideration of the bid.
- 1.2 The Wink-Loving ISD is requesting proposals for construction services for projects falling under the Community Betterment Projects plan of like kind and quality to the specifications found in the attached "Exhibit A".
- 1.3 The successful bidder's pricing shall include all demolition, removal, prep, installation and other trades work outlined in the specifications.
- 1.4 The successful bidder will furnish appropriate and adequate labor and supplies necessary to complete projects related to Community Betterment Projects. Services to include:
 - 1.4.1 Provide opinions and recommendations for the repair, installation restoration, of individual builds listed in Community Betterment Projects, based on experience, input from building ownership
 - 1.4.2 Provide all materials and equipment required to complete these projects;
 - 1.4.3 Identify and comply with all municipal, building, construction, and/or energy codes;
 - 1.4.4 Identify and provide recommendations for parking and site access issues.
 - 1.4.5 Maintain industry safety standards.
- 1.5 Proposers shall submit their proposal based on the attached Proposal Submittal Form that includes the item descriptions and specifications. The item descriptions listed in this proposal are intended to be descriptive and not restrictive.
- 1.6 Proof of insurance will be required for general liability, automobile liability, and worker's comp.
- 1.7 Rather than scheduling a Pre-Proposal Conference, the District will answer all questions via e-mail as outlined in Section II, 4. All responses to questions will be posted as an addendum to the RFP on the District's website.
- 1.8 The successful vendor will enter into written contract with the District for the improvement projects, including all applicable warranties.
- 1.9 Any information regarding warranties and/or maintenance agreements pertaining to said proposal item(s) are to be included in the proposal.
- 1.10 The successful vendor must certify he is an Equal Opportunity/Affirmative Action Employer.
- 1.11 See attached "Requirements Questionnaires."

2. ALTERNATE

2.1 Requirements

- 2.1.1 Identification and description of alternate work.
- 2.1.2 The amount shown in the proposal form for each alternate shall include all overhead, profit, insurance, and other costs incidental to the performance under the alternate.

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- 2.1.3 Proposers are required to submit alternate amounts to add work or to deduct work from the base proposal. Failure to submit alternate amounts in spaces provided on proposal form shall be basis for disqualification of proposal.
- 2.1.4 The successful proposer shall not modify, withdraw or cancel any of the alternate proposals or any part thereof for 30 days after date of receipt of proposals, unless specifically noted otherwise.
- 2.1.5 Election of alternates will be exercised at the option of Wink-Loving ISD.
- 2.1.6 Coordinate related work and modify or adjust surrounding work as required to complete the Work, including changes under each alternate.
 - 2.1.6.1 Include as part of each alternate, miscellaneous devices, accessory objects and similar items incidental to, or required for, a complete installation whether or not indicated as part of alternate.
 - 2.1.6.2 Cost listed for each alternate include cost of related coordination, modification, or adjustment.

2.2 SELECTION AND AWARD OF ALTERNATES

- 2.2.1 Indicate variation in base proposal amount as a result of the prices for the alternates described below and listed on the proposal form document or any supplement to it, by adding to, or deducting from, the base proposal amount or by indicating "No Change."
- 2.2.2 Indicating "No Proposal" as an alternate is unacceptable and is reason for rejection of proposal.

2.3 SCHEDULE OF ALTERNATES

- 2.3.1 Alternate No. 1: No alternatives

3. TERMINATION OF CONTRACT

- 3.1 If either party fails to comply with any of the obligations required of it in the contract agreement and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within fifteen (15) days, then the party shall have the right to terminate the contract agreement at the end of an additional thirty (30) day period.
- 3.2 Upon termination of this agreement, the successful vendor will peaceably remove all equipment belonging to the vendor and surrender the premises in a condition as good as when received, ordinary wear and use alone expected. All monies due the District must be paid in full before any equipment is removed from the school premises.

4. DISPUTES

- 4.1 The successful vendor will indemnify and hold harmless the District against any damages or claims arising from the negligence of the vendor, its agents or employees.
- 4.2 As a condition precedent to litigation, all proposers, successful vendor and District agree to participate in mediation before a licensed attorney and to take place in Wink, Texas. The parties will bear equally the mediator's fee and expenses. All other fees and expenses will be borne by the party incurring same. If mediation is unsuccessful in resolving the dispute of the parties, venue of any litigation must be filed in the courts of competent jurisdiction in Winkler County, Texas.

5. EVALUATION OF PROPOSALS As required in Section 44.031, Texas Education Code,

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in determining to whom to award a contract, the District will consider:

- (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 long-term cost to the district to acquire the vendor's goods or services; and
- (8) Whether the vendor or the vendor's ultimate parent company or majority owner (a) has its principal place of business in Texas or (b) employs at least 500 persons in Texas.

Please provide responsive information to each of these evaluation considerations with your response to this RFP.

6. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

For purposes of this proposal, terms of the contract will be the Owner-issued document A101-2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as amended by the Owner, and A201-2017 General Conditions of the Contract for Construction, as amended by the Owner. These contracts as amended by the Owner are included with this RFP. Objections to the contract type, format or provisions may result in disqualification of the proposal.

7. CONFLICT OF INTEREST QUESTIONNAIRE

The Conflict of Interest questionnaire may be found on the Wink-Loving ISD website at www.wlisd.net. Each vendor desiring to do business with Wink-Loving ISD is required to familiarize themselves with this requirement, comply with it, and provide the questionnaire with its response.

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IV. Proposal Submittal Form

This is a single award project that will include Community Betterment Projects and all incidental work. The awarded vendor shall perform all aspects of this job.

All proposals MUST be submitted on this form provided.

Additional documentation may be attached.

In compliance with the WLISD RFP #_____, the undersigned Proposer having examined the Invitation to Proposal and Specifications, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for providing the completion of all projects planned for the Community Betterment Projects. The RFP #_____ is by reference incorporated in this contract.

Undersigned agrees to complete the Work, for the LUMP SUM PROPOSAL amount of: \$_____.

Will you have a full time supervisor on site? _____ Yes _____ No

Are you a member of a Purchasing Co-op. _____ Yes _____ No

If YES, state the name of the co-op and your awarder contract number

Co-op Name _____

Contract # _____

Will you perform all required work associated with this project?

_____ Yes _____ No

Warranty, state your warranty and attach documentation.

State and attach your workmanship warranty _____

State and Attach Manufacture warranty _____

Will you be able to respond to warranty calls within 24 hours? _____ Yes _____ No

If no state your response time _____

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Pricing

Demo \$ _____

Material: _____ \$ _____

Labor \$ _____

Additional cost not listed \$ _____

Total Cost of Projects \$ _____

Lead-time for Material _____

Number of working days to complete job _____

Above terms will be included in the PO to the awarded vendor.

Are you willing to make repairs not listed for this campus as they are identified?

_____ Yes _____ No

Engineered Plans

All Bidders must submit engineered drawings with an engineer's stamp prior to any work taking place.

Below are required Insurance and bonds. These should be added to your price.

Proof of insurance is required with your quote.

INSURANCE REQUIREMENTS - PROOF OF INSURANCE WILL BE REQUIRED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMP. INSURANCE LIMITS WILL BE \$1,000,000 PER OCCURRENCE ON GENERAL LIABILITY, \$500,000 ON AUTO, AND STATUTORY LIMITS ON WORKERS' COMP. THESE REQUIREMENTS APPLY TO ALL CATEGORIES WHERE SERVICES ARE PROVIDED ON A WINK-LOVINGISD SITE.

Bid Bond is required at the time of submission, 5% of Bid Price

Payment and performance bonds shall be presented to the purchasing office before any work takes place.

PAYMENT BONDS will be required if the contract for services exceeds \$25,000.00.

PERFORMANCE BONDS will be required if the contract for services exceeds \$100,000.00.

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Alternate No. 1 N/A

Demo \$ _____

Upgraded material: _____ \$ _____

Labor \$ _____

Additional cost not listed \$ _____

Total Cost of Project \$ _____

Difference in Cost between Base Proposal

and Alternate Proposal \$ _____

Lead-time for Material _____

Number of working days to complete job _____

Above terms will be included in the PO to the awarded vendor.

Are you willing to make repairs not listed for this campus as they are identified?

_____ **Yes** _____ **No**

Engineered Plans

All Bidders must submit engineered drawings with an engineer's stamp prior to any work taking place.

Below are required Insurance and bonds. These should be added to your price.

Proof of insurance is required with your quote.

INSURANCE REQUIREMENTS - PROOF OF INSURANCE WILL BE REQUIRED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMP. INSURANCE LIMITS WILL BE \$1,000,000 PER OCCURRENCE ON GENERAL LIABILITY, \$500,000 ON AUTO, AND STATUTORY LIMITS ON WORKERS' COMP. THESE REQUIREMENTS APPLY TO ALL CATEGORIES WHERE SERVICES ARE PROVIDED ON A WINK-LOVINGISD SITE.

Bid Bond is required at the time of submission, 5% of Bid Price

Payment and performance bonds shall be presented to the purchasing office before any work takes place.

PAYMENT BONDS will be required if the contract for services exceeds \$25,000.00.

PERFORMANCE BONDS will be required if the contract for services exceeds \$100,000.00.

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References

List at least three (3) ISD references or recent commercial customers with contact information.

Name of Customer	Contact Email	Contact Phone Number

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All deviations to the Terms and Conditions and Specifications must be noted on this sheet. In the absence of any entry on this Deviation Form, the Proposer assures the District of their full compliance with the Terms and Conditions and Specifications. **THIS DEVIATION FORM MUST BE SIGNED BY EACH PROPOSER WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL.**

[illegible]

AUTHORIZED SIGNATURE

Will the proposal price remain unchanged for the full term of this contract? _____ **Yes** _____ **No**

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VI. Proposal Certification

It is understood and agreed that the Wink-Loving Independent School District reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal as so modified and subsequent thereto.

In compliance with this solicitation, the undersigned proposer having examined the invitation to proposal and specifications, and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for providing the items listed on the attached proposal form and agrees to deliver said items at the locations and for the prices set forth on the proposal form.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal. **The accompanying proposal is not the result of, or affected by an unlawful act of collusion with another company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.**

The undersigned also affirms that,

- It is not ineligible to receive a specified grant, loan or payment and acknowledges that its proposal may be disqualified if this certification is not accurate subject to Section 231.006, Texas Family Code;
- Does not and will not boycott Israel; and
- It is not a foreign terrorist organization and has not engaged in scrutinized business operation with Sudan or Iran.

THE PROPOSER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON THE FOLLOWING ADDENDA:

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (Please Initial if applicable)

Please include all addenda with your proposal.

WINK-LOVING INDEPENDENT SCHOOL DISTRICT

RFP # _____

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

THIS PROPOSAL MUST BE SIGNED; FAILURE TO SIGN THIS PROPOSAL WILL BE SUFFICIENT REASON FOR REJECTION OF PROPOSAL.

PROPOSAL SUBMITTED BY:

COMPANY _____

BY _____
(Please type or print)

SIGNATURE _____

POSITION WITH COMPANY _____

ADDRESS _____
(St. or Box No.) City State Zip

PHONE NUMBER (____) _____ FAX NUMBER (____) _____

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

VII. Resident Proposer Certification

CERTIFICATION OF RESIDENCY

Chapter 2252 of the Texas Government Code relates to Resident versus Nonresident and the requirements governmental entities must follow when awarding contracts to Nonresidents. The pertinent portion of the Chapter is as follows:

2252.001...

"Resident" refers to a person 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.

"Nonresident" refers to a person who is not a resident.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

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:

- (1) the state in which the nonresident's principal place of business is located; or
- (2) a state in which the nonresident is a resident manufacturer.

Please complete the appropriate statement below:

A. I certify that _____ is a Resident of
(Company Name)

Texas as defined in Chapter 2252.

B. I certify that _____ is a Nonresident
(Company Name)

of Texas as defined in Chapter 2252. Our principal place of business is:

(City and State)

Signature: _____

Printed Name: _____ Date: _____

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

VIII. Felony Conviction Notification

NCHRI Certification

Pursuant to Texas Education Code §22.0834(d), the undersigned Contractor certifies that the Contractor has obtained all National Criminal History Record Information (“NCHRI”) for the Contractor and its agents, servants, and employees.

The Contractor further certifies that the Contractor has provided the NCHRI for the Contractor and its agents, servants, and employees to the District.

Felony Conviction Disclosure Statement

Section 44.034, 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 has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

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

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the firm named below, certify that: (i) I have obtained the NCHRI for the Contractor, its agents, servants, and employees; (ii) I have provided the NCHRI for the Contractor, its agents, servants, and employees to the District; and, (iii) the information concerning notification of felony conviction for the Contractor, its agents, servants, or employees has been reviewed by me and the following information furnished is true to the best of my knowledge.

Company Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please print)

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

IX. Acknowledgment Form – Non-Collusion Statement

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Wink-Loving Independent School District except as noted below:

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its behalf.

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

X. Conflict of Interest Notice

**Wink-Loving Independent School District
Notice to Vendors
Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local
Government Code**

A person or entity who contracts or seeks to contract with Wink-Loving ISD for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the District's Records Administrator. Each covered person or entity who seeks to or who contracts with Wink-Loving ISD is responsible for complying with any applicable disclosure requirements. Wink-Loving ISD will post the required completed questionnaires on its website.

The Conflict of Interest Questionnaire must be filed not later than the seventh business day after the later of:

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

The Vendor shall file an updated completed questionnaire with the appropriate records administrator not later than September 1 of the year in which an activity described in Section 176.006(a), Local Government Code, is pending, and not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated completed questionnaire in a year if the person has filed a questionnaire on or after June 1, but before September 1, of that year.

The Conflict of Interest Questionnaire may be downloaded from the Texas Ethics Commission's website at <https://www.ethics.state.tx.us/forms/CIQ.pdf>. You may also use the copy provided.

Questions regarding House Bill 914 requirements should be directed to the District.

Completed forms should be sent submitted with the Bid.

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

XI. Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Firms receiving individual awards of \$100,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: _____

Signature of Authorized Official: _____

Printed Name: _____

Date Signed: _____

WINK-LOVING INDEPENDENT SCHOOL DISTRICT

RFP # _____

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

XII. Certifications Under House Bill 89

CERTIFICATIONS REQUIRED AS OF SEPTEMBER 1, 2017

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS &
BOYCOTTING OF ISRAEL**

[Govt Code 808 (HB89) and Govt Code 2252 (SB252)]

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

Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. [Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.]

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

(CJ Legal) 20 USC 7926

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of Wink-Loving Independent School District or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

_____ Initials of Authorized Representative of Vendor

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

WLISD PURCHASING OFFICE (INTERNAL REVIEW):

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

Verified by: (Name and Date):

WINK-LOVING INDEPENDENT SCHOOL DISTRICT

RFP # _____

REQUEST FOR PROPOSALS FOR COMMUNITY BETTERMENT PROJECTS

XIII. W-9 Request for Taxpayer Identification and Certificate

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																													
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																														
	2 Business name/disregarded entity name, if different from above																																														
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____																																														
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>																																														
	5 Address (number, street, and apt. or suite no.)	6 City, state, and ZIP code																																													
	7 List account number(s) here (optional)																																														
Part I Taxpayer Identification Number (TIN)																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>			Social security number																		or									Employer identification number																	
Social security number																																															
or																																															
Employer identification number																																															
Part II Certification																																															
Under penalties of perjury, I certify that:																																															
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																															
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																															
3. I am a U.S. citizen or other U.S. person (defined below); and																																															
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																															
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																															
Sign Here	Signature of U.S. person ▶	Date ▶																																													
General Instructions																																															
Section references are to the Internal Revenue Code unless otherwise noted.																																															
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 .																																															
Purpose of Form																																															
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																															
• Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)																																															
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																															
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																															
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.																																															
By signing the filled-out form, you:																																															
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),																																															
2. Certify that you are not subject to backup withholding, or																																															
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																															
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																															