MCKINNEY
INDEPENDENT SCHOOL DISTRICT

INVITATION TO BID/PROPOSE

BID/PROPOSAL NAME:	**2014 Roofing Renovations**
BID/PROPOSAL #:	**RFP2014-511**
BID/PROPOSAL OPENING DATE:	**May 12th, 2014**
BID/PROPOSAL OPENING TIME:	**2:00 P.M.**
ANTICIPATED AWARD DATE:	**MAY 27th, 2014**
CONTRACT TERM:	**MAY 27th 2014 through AUGUST 31st 2014**
PRE-PROPOSAL CONFERENCE:	

SCOPE

The full scope of the project is to repair the roof at Burks Elementary, Slaughter Elementary, Webb Elementary, and the McKinney Learning Center. The types of repairs are different at each location due to varying conditions and roof types, please refer to the campus-specific project folder for full scope sheets and repair locations.

******* LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED *******
******* MISD WILL NOT ACCEPT FAXED OR ELECTRONIC BIDS/PROPOSALS *******

In order for a bid/proposal to be considered, the following forms must be completed fully in ink, print or typewritten: (please submit an ORIGINAL SET OF PAGES 12-21)

- ❑ **Bid/Proposal Agreement & Signature**
- ❑ **Bid/Proposal Form**
- ❑ **Multiple Location Listings**
- ❑ **W9 Form**
- ❑ **References**
- ❑ **Felony Conviction Disclosure & Debarment Form**
- ❑ **Resident/Nonresident & Vendor Employment Certification**
- ❑ **MWBE / HUB Certification**
- ❑ **Conflict of Interest Questionnaire (CIQ Form)**

IMPORTANT:
Bids/proposals must be submitted in a sealed opaque envelope bearing on the outside the name of the bidder/proposer, address, and bid/proposal name and number and mailed or delivered to:

Justin Price, Director of Maintenance
McKinney Independent School District
Administration Building
#1 Duvall Street
McKinney, TX 75069

If forwarded by mail (next day, Federal Express, etc.), the **sealed envelope** containing the bid/proposal must be enclosed in another envelope addressed as specified. McKinney ISD is not responsible for lateness of mail, carrier, etc. The date/time stamp clock in the McKinney ISD Support Services office shall be the official time of receipt. Bids/proposals submitted after the designated date/time **will not** be accepted.

McKinney Independent School District reserves the right to accept or reject any and/or all bids/proposals for any or all products and/or services covered in this bid/proposal request and to waive informalities or defects in bids/proposals or to accept such bids/proposals as it shall deem to be in the best interest of McKinney Independent School District.

INSTRUCTIONS TO BIDDERS/PROPOSERS

1. PREPARATION OF DOCUMENTS (Please read and fill out bid/proposal documents properly)

In order for bid/proposal to be considered, the following forms must be signed, be completed fully in ink (print) or type written and submitted. Failure to do so may result in rejection of bid/proposal. Extraneous numbers, prices, comments, etc., appearing elsewhere on the bid/proposal shall be deemed to have no effect on the prices offered in the designated locations. No oral, telegraphic, telephonic or facsimile bids/proposals will be considered.

- ❑ **Bid/Proposal Agreement & Signature**
- ❑ **Bid/Proposal Form**
- ❑ **Multiple Location Listings**
- ❑ **W9 Form**
- ❑ **References**
- ❑ **Felony Conviction Disclosure & Debarment Form**
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On the Specification Price Sheets and/or Catalog and/or Retail Store Purchase Discount Bid Form, **ANY INFORMATION REQUESTED,** such as **brand, model, part numbers, measurements/size, selection options, deviations, warranty period, delivery days after receipt of order and unit price, must be listed on the designated lines.** If a vendor fails to complete all blanks on the price sheet for an item bid/proposed, that item may not be considered for award, unless N/A (not applicable) appears in the blank.

In those instances where design guides are referenced, products **equal or exceeding** specifications may be bid/proposed as alternates, unless specified as "**ONLY**." For an alternate product item to be considered, a brochure or detailed specification must be attached to the specification price sheet explaining how the product deviates from the specifications.

Any data that is to be considered as **confidential** in nature must be clearly marked as such by Bidder/Proposer and will be treated as confidential by McKinney ISD to the extent allowable by the Open Records Act.

Bids/proposals must be submitted in a sealed opaque envelope bearing on the outside the name of the bidder/proposer, address, and bid/proposal name and number. If forwarded by mail (next day, Federal Express, etc.), the **sealed envelope** containing the bid/proposal must be enclosed in another envelope addressed as specified.

Bids/proposals will be received by B.B. Biering, Director of Purchasing, McKinney ISD Administration Building, #1 Duvall Street, McKinney, Texas 75069.

Vendors who do not bid/propose but want to remain on the District's bid/proposal list, should submit the enclosed **"Notice of No Bid"** form to the Purchasing Department.

BID/PROPOSAL OPENING

McKinney ISD is not responsible for lateness of mail, carrier, etc. The date/time stamp clock in the McKinney ISD Support Services office shall be the official time of receipt. Bids/proposals submitted after the designated date/time **will not** be accepted.

WITHDRAWAL OR REVISION OF BID/PROPOSAL

Bidder/Proposer may withdraw bid/proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening. Bids/Proposals that are in McKinney ISD possession at the time Bids/Proposals are due shall be deemed final, conclusive, and irrevocable; and no Bid/Proposal will be subject to withdrawal, amendment or correction after the due date and time specified in this Bid/Proposal invitation.

INTERPRETATION(S)

If a person contemplating submitting a bid/proposal for the proposed contract is in doubt to the true meaning of any part of the bid/proposal documents or contract documents, the vendor must **submit** a written request, seven (7) days prior to bid/proposal due date, for interpretation thereof to the office of

Justin Price, Director of Maintenance
McKinney ISD Administration Building
#1 Duvall Street
McKinney, Texas 75069
Email: JTPrice@mckinneyisd.net

Bidder/proposer submitting request is responsible for its prompt and actual delivery.

All interpretations or clarifications **considered necessary** by McKinney ISD, in response to request, will be issued by Addenda. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding. All formal written Addenda become a part of the bid/proposal documents.

Any interpretations, corrections, supplemental instructions or changes to the bid/proposal documents will be made by written Addenda. Sole issuing authority of Addenda shall be vested in the McKinney ISD. Notifications of Addenda will be mailed or delivered to all that are known to have been issued or to have purchased a complete set of the bid/proposal documents. Addenda(s) will also be posted on MISD's Purchasing web page. Failure to receive such Addenda(s) does not relieve bidder/proposer from any obligation under his/her bid/proposal as submitted.

Bidders/Proposers shall acknowledge receipt of Addenda in proposal response.

STANDARD TERMS AND CONDITIONS

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS/PROPOSERS

A prospective bidder/proposer must meet the following minimum requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed delivery/completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award.

McKinney ISD may request representation and other information sufficient to determine bidder/proposer's ability to meet these minimum standards listed above.

FELONY CONVICTIONS

Contractors or sub-contractors may not work on district property where students are present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

1. Any offense against a child
2. Any sex offense
3. Any crimes against persons involving weapons or violence
4. Any felony offense involving controlled substances
5. Any felony offense against property
6. Any other offense the district believes might compromise the safety of students, staff or property.

OTHER RESTRICTIONS

1. Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property.
2. Smoking is not allowed on school district property.
3. Materials sold to or installed in any McKinney ISD facility/location are not to contain any asbestos material. Any vendor who sells or installs asbestos containing material in/on any McKinney ISD facility will be required to bear the burden of any or all expenses in removal and replacement of the material.

GRATUITIES

The District may, by written notice to the vendor/contractor (the "Seller"), cancel a contract entered into as a result of a bid/proposal award without liability to Seller if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the school district with a view toward securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District, pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

VENDOR ASSURANCE

The bidder/proposer must supply vendor assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices, and other conditions/provisions offered in this bid/proposal are the same or better than those offered the vendor's most favored customer.

WARRANTY AND GUARANTEES

The contractor shall guarantee all equipment/materials/services to meet the specifications of this bid/proposal. Any deviations from specifications must be noted on the bid/proposal form in the specified area. The District reserves the right to refuse any merchandise that fails to meet the specifications indicated by the contractor. The contractor shall provide warranty information and/or company guarantees concerning the products bid/proposed. All merchandise that is received and found to be defective shall be replaced by the contractor or fully repaired to the satisfaction of the District before payment is made.

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the District be liable to Seller for indemnification in the event that Seller is sued on grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this agreement. If the District does not receive notice and is subsequently held liable for the infringement or the like, Seller will save the District harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.

Safety Warranty – Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction will be at Seller's expense.

PRICES/DISCOUNTS

Prices/discounts are to be effective for the Contract Term (stated on cover page) with option to extend additional years (as stated on cover page) in one-year increments, upon mutual agreement. The bidder/proposer will indicate unit prices/discounts for each line item on the bid/proposal Specification Price Sheet and/or Catalog and/or Retail Store Purchase Discount Form.

TAXES

McKinney Independent School District is exempt from all applicable Federal and State Taxes. Tax-exempt information will be furnished upon request.

INVOICES

The following rules apply to render an invoice for payment:

- Each invoice will reference the correct McKinney Independent School District Purchase Order Number and be itemized.
- There **must** be a separate invoice for each Purchase Order.
- Invoices will be accepted only for services/products that have been delivered and received.
- Suppliers should keep McKinney Independent School District Purchasing Department advised of any changes in remittance addresses.

QUANTITIES

Quantities provided in bids/proposals are estimates at the time of the bid/proposal. The right to make quantity variations is reserved for the period of firm offering. Additional purchases shall be subject to ALL Terms and Conditions of the original bid/proposal.

Additional Quantities at the Same Unit Price - McKinney Independent School District may issue additional purchase orders to increase the quantity of any item at the unit price shown for that item. Such additional purchases shall be subject to all terms and conditions of the original bid/proposal.

If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the McKinney ISD shall receive such price reduction. A price redetermination may be considered by McKinney ISD only at the twelve (12) month, and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall
be in written form, and shall be submitted a minimum of thirty (30) days prior to anniversary date and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's/proposers past experience of honoring contracts at the bid/proposal price will be an important consideration in the evaluation of the lowest and best proposal. McKinney Independent School District reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the McKinney Independent School District.

DELIVERY/INSTALLATION

A. Delivery – All deliveries shall be freight prepaid, **FOB destination** and prices shall include all freight and delivery charges. Title does not transfer to the School District until receipt. No tailgate or curbside deliveries will be permitted; shipment must arrive at destination with proper equipment to make delivery inside customer's building. Each shipping container shall be clearly and permanently labeled/marked with the District's name, address and PO number, container number and total number of containers (such as box 1 of 4). Goods shall be suitably packed to secure the lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

B. Delivery Dates – In those instances where delivery dates are specified, it is assumed that the vendor will meet those dates unless exception is made and agreed to by the District **in writing** indicating when delivery can be made. In the event of seller's failure to deliver as and when promised, the School District reserves the right to cancel its order, or any part thereof, and seller agrees that the School District may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised. Specific delivery schedules, locations and instructions will be noted on the Purchase Order and must be shipped accordingly. Failure to do so could result in rejection of the order and return shipment at vendor's expense.

C. Installation, if required, will be noted on Special Terms & Conditions and Purchase Order – All items will be installed. Vendor is to have an installation crew **available immediately** to begin assembly and placement of goods that are purchased, delivered, installed and set-in-place. New school installations will require a sufficient crew, one to be a supervisor, to meet installation deadlines. **All deliveries require a minimum of 24 hours notice and at least 30 minutes notice on the date of delivery.**

D. Materials, Appliances, Labor and Services, **if required, will be noted on Special Terms & Conditions and Purchase Order** – The Contractor or vendor shall provide and pay for all materials, appliances, tools, labor, and facilities and services necessary to the manufacture, procurement, furnishing, delivery, un-crating, assembly, and placement in final position. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades. **All crating materials and debris shall be removed promptly from the premises by the contractor.**

E. Property Protection – The Contractor or vendor shall protect the items to be furnished under this contract. He shall protect the McKinney Independent School District property and shall be responsible for any damage or injury due to his act or neglect. The Contractor or vendor shall permit and facilitate inspection of the items to be furnished hereunder by the McKinney Independent School District and its agents and public authorities at all times.

F. Use of Premises – The Contractor or vendor shall confine his delivery, un-crating, and assembly operations to limits indicated by the McKinney Independent School District Representative and shall not unreasonably encumber the premises nor interfere with the educational program. **The Contractor or vendor shall keep the premises free from accumulation of waste material, rubbish and surplus materials and leave clean all parts of the premises where work under this contract has been performed.** The items furnished and placed under this contract shall be left thoroughly clean after placement.

EVALUATION – BEST VALUE CRITERIA

McKinney ISD evaluates Bids/Proposals on the basis of best value to the District. In evaluating Bids/Proposals and determining best value, the District may consider the following criteria:

a) Purchase price;
b) Reputation of Vendor and of Vendor's goods or services;
c) Quality of Vendor's goods or services;
d) Extent to which the goods or services meet the needs of the District;
e) Vendor's past performance or relationship with the District;
f) Impact on the ability of the District to comply with applicable laws and rules, including those relating to the utilization of historically underutilized businesses;
g) Total long-term cost to the District to acquire Vendor's goods and or services;
h) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether Vendor or Vendor's ultimate parent company or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 persons in Texas; and
i) Any other relevant factor listed in this Bid/Proposal Invitation that a public entity may consider in selecting a Vendor, which may include, but Is not limited to, any of the following:
    1. Vendor's principal place of business
    2. Warranties offered, Vendor's warranty service history, and the probability of continuous availability of the goods and/or services offered; and
    3. Packaging of the product (in some cases preference is given to a Vendor who provides all the components relative to the complete package).

The District may award Contracts to multiple Vendors supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Vendor. The District decision to make multiple awards or a single award will be based upon the District's determination regarding the type of award that provides the best value to the District.

CONTRACT FOR PURCHASE

Notwithstanding anything to the contrary contained in these terms and conditions for bids/proposals, upon the District's acceptance of a bid/proposal, the bidder/proposer and the District will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to the vendor of acceptance.

Award of contract will be by "Letter of Award" issued by the McKinney Independent School District Director of Purchasing which, together with the signed *Bid/Proposal Agreement & Signature, Bid/Proposal Form, Multiple Vendor Locations Listing, W-9, References, Felony Conviction Disclosure & Debarment Certification, Resident/Nonresident & Vendor Employment Certification, MWBE / HUB Certification, Conflict of Interest Form (CIQ),* will be used as the contract documents. Notification of award does not guarantee, or initiate a purchase. Bids/Proposals may be awarded on all or none basis.

Purchases will be put into effect in the form of a purchase order executed by the McKinney Independent School District Director of Purchasing after bid/proposals have been awarded. **McKinney Independent School District will not be responsible for any goods delivered, or services performed without an authorized purchase order from the McKinney Independent School District.**

The contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written approval from McKinney ISD.

The vendor understands, acknowledges and agrees that if the vendor subcontracts with a third party for services or materials, the primary vendor (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary vendor and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary vendor by McKinney ISD for any payments owed the third party.

All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

Bids/Proposals must comply with all federal, state, county and local laws concerning this type of product(s)/services/equipment/project and the fulfillment of all ADA (Americans With Disabilities Act) requirements.

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that McKinney ISD maintains a drug-free work place.

Vendor(s) shall defend, indemnify and save harmless McKinney ISD and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Vendor shall pay any judgment with cost which may be obtained against McKinney ISD and participating entities growing out of such injury or damages.

The vendor agrees to protect McKinney ISD from any claims involving infringements of patents and/or copyrights.

The title and risk of loss of the product(s) shall not pass to the McKinney ISD until the McKinney ISD actually receives and takes possession of the products/services at the points of delivery/completion.

Prohibition Against Personal Interest in Contracts: Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.

CONTRACT TERM

The term of the Agreement, and possible renewal extension, will be noted on the cover page. The Agreement is designed to secure pricing for a determined period of time, with McKinney ISD's option to extend the agreement for additional years, in one-year increments, unless sooner terminated as provided herein. The extension must be in agreement with both parties and all prices must remain firm. Contract is to commence within five (5) days of award.

SUBJECT TO APPROPRIATIONS

This Agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement. The obligations of the District in any fiscal year for which this Agreement is in effect shall constitute a current expense of the District for that fiscal year only, and shall not constitute an indebtedness of the District beyond that fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated at the District's discretion.

CANCELLATIONS

Cancellation of this contract will take place if either of the following conditions is observed:

- The vendor proceeds in a manner that does not comply with the contract.
- The vendor does not carry out the provisions of this contract in its true intent and meaning implicated in the scope of work.

Upon written notification the vendor will be served notice to provide satisfactory compliance to the contract without penalty. If the vendor neglects or refuses to follow such notice within thirty (30) days, McKinney Independent School District will cancel the contract and seller may be held liable for any loss or expense sustained by McKinney Independent School District as a result of vendor's failure to conform to this contract. In the event the contract is canceled, McKinney Independent School District reserves the right to award the contract to the next lowest vendor meeting specifications.

VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in Collin County, Texas.

FORCE MAJEURE

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

SPECIFICATIONS

Specifications may be those developed by the District or those developed by the manufacturer to represent regularly manufactured products. The use of manufacturer's specifications by the District is intended to give the bidder/proposer information as to the type and kind requested.

A. District Specifications

District specifications have been developed to show minimal standards for the products specified. In those instances where design guides are referenced, bids/proposals on any reputable manufacturers **regularly** produced products equal or exceeding specifications may be bid/proposed as alternates.

B. Manufacturer's Specifications

The use of manufacturer's specifications by the District is to be considered informative giving the bidder/proposer details as to the type and kind of products requested.

ALTERNATES

Although the District does not restrict, by use of a brand name, it does have certain features, which seem desirable. Vendors bidding/proposing other than items listed will submit those items as **alternates** to the specified item explaining on the bid/proposal price sheet where it does not meet specifications. Complete specification, literature describing alternate product, and requested sample information **MUST** be attached to the bid/proposal price sheet on each item bid/proposed.

The District reserves the right to make final decisions as to comparable items. Be very certain that items bid/proposed and delivered are **EQUAL** to items listed. Materials which are not equal will be returned to the supplier, transportation charges collect.

SAMPLES

Samples of certain items may be requested and must be supplied to the Purchasing Department, #1 Duvall Street McKinney, Texas, 75069 within one (1) week of request at no charge to McKinney ISD.

MATERIAL SAFETY DATA SHEETS

The school district requires product verification in the form of MSDS reports submitted at the time of the bid/proposal opening and on any product offered by a vendor if applicable.

ADDITIONAL VENDOR OPPORTUNITY

McKinney ISD reserves the right to allow any new vendors and/or vendors that did not receive the opportunity to respond to the original bid/proposal to submit a bid/proposal during the year and/or term of the contract on an "as needed" basis. This will not have any affect on the contract with existing vendors.

INSURANCE REQUIREMENTS (for Contracted Services Only)

The successful contractor will be required to supply proof of insurance (to be kept current during the term of the Contract) with the following schedule prior to the start of the project. MISD requires that contractor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a contract. The selected bidder(s)/proposer(s) must name **McKinney ISD, its officers, employees and agents as an additional insured.**

	TYPES OF INSURANCE	LIMITS OF LIABILITY
1.	Worker's Compensation	Statutory
2.	Employer's Liability	$500,000 each accident $500,000 disease policy limit
3.	Commercial General Liability	$1,000,000 combined single limit policy aggregate $500,000 combined single limit each occurrence (Property Damage)
4.	Business Auto Liability (Hired/non-owned coverage must also be provided)	$1,000,000 combined single limit each occurrence

Persons providing services on the project 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 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 which 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" does 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, Section 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 notify the governmental entity in writing by certified mail or personal delivery, within 10 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 Texas Workers Compensation Commission, 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.

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 commission'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 which 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.

NOTICE OF NO BID

BID/PROPOSAL NUMBER: **RFP2014-511**
BID/PROPOSAL NAME: **2014 Roofing Renovations**

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Returning a **NOTICE OF NO BID** means that you are choosing not to participate in this bid/proposal and McKinney ISD will not be able to make purchases from your company during the term of this bid/proposal contract. Please complete this form and return it prior to the bid/proposal opening date if **(check box):**

☐ 1. We have decided **not** to submit a bid/proposal for **the reason listed below** but wish to remain on the bid/proposal list to receive future bids/proposals for this same category of products and/or services.

_____

_____

☐ 2. The products/service we represent should be listed in **ANOTHER** category**:**

_____

☐ 3. We wish to be removed from the bidder's/proposer's list for the reason listed below:

_____

_____

MAIL TO:

McKinney Independent School District
Support Services
"Notice of No Bid"
#1 Duvall Street
McKinney, Texas 75069

BIDDER/PROPOSER'S AGREEMENT AND SIGNATURE

_____
Company Name

_____
Address

_____ _____ _____
City State Zip Code

_____ _____
Signature of Authorized Company Official Federal ID Number

_____ _____
Printed Name of Authorized Company Official Phone Number

_____ _____
Position or Title of Authorized Company Official Fax Number

_____ _____
Date Email

The bidding/proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Bid/Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Bid/Proposal") to this Bid/Proposal Invitation, you bid/propose to supply the products or services submitted at the prices quoted in your Bid/Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Bid/Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Bid/Proposal and no others will be claimed;
4. If the District accepts any part of your Bid/Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted an in strict compliance with the Requirements (unless specific exceptions are noted in the Bid/Proposal), including without limitation the Requirements related to:
    - **a.** Conducting business with District members, including offering pricing to members that is the best you offer compared to similar customers;
    - **b.** Payment of a service fee in the amount specified and as provided for in this Bid/Proposal Invitation;
    - **c.** The possible award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements;
5. You have clearly identified any information in your Bid/Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Bid/Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Bid/Proposal, and certify that all information provided is true, complete and accurate, and you authorize the District to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Bid/Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Bid/Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

BID/PROPOSAL FORM

_____
Company Name

_____ _____
Sales Rep/Contact Person Vendor Website

_____ _____
Contact Phone Number Contact Email

_____ _____
Contact Fax Number Fax Number for Orders

Does Your Company Accept Purchase orders? _____ YES _____ NO

Does Your Company Require Advance Payment? _____ YES _____ NO

Does Your Company Accept Visa Card Payments? _____ YES _____ NO

PURCHASE ORDER ADDRESS:

_____
Address

_____
City

_____ _____
State Zip Code

PAYMENT ADDRESS:

_____
Address

_____
City

_____ _____
State Zip Code

COOPERATIVE AGREEMENT:
Has your firm been awarded a contract by any of the following cooperatives?

_____ BUYBOARD _____ DIR _____ HGAC _____ TCPN _____TIPS/TAPS _____ TPASS _____US COMMUNITIES

Please indicate cooperative name and contract number: _____

INTERLOCAL AGREEMENT:
As permitted under Chapter 791 of the Government Code, other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into the same Interlocal Agreement as McKinney Independent School District and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. McKinney Independent School District shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions? _____YES _____NO

_____ _____
Authorized Representative/Position Date

MULTIPLE LOCATION LISTINGS

If you have more than one location that will service a contract awarded under this Bid/Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

PROPOSED PRICING

Having examined the Instructions to Offerers and the construction documents and specifications for the Project, dated May 1, 2014, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, and addenda thereto, for the following sums of money:

In submitting its proposal, the undersigned agrees to the following:

(i) Hold proposal open for acceptance for sixty (60) days.

(ii) Accept right of Owner to reject any or all Proposals, to waive formalities and to accept the Proposal, which Owner considers most advantageous.

(iii) By signing this Proposal Form the undersigned in behalf of the Offeror affirms that, to the best of his knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents in the award of this Proposal.

Proposers Base price for **all** schools in bid package	=	$_____
Proposers price for Burks Elementary roofing	=	$_____
Proposers price for Slaughter Elementary roofing	=	$_____
Proposers price for Webb Elementary roofing	=	$_____
Proposers price for McKinney Learning Center roofing	=	$_____

ADDENDA

Undersigned acknowledges receipt of Addenda Nos. and date(s) _____

_____

It is understood that the right is reserved by the Owner to reject any or all Proposals, or waive any informalities in the Proposal process.

Signed: _____

_____
Title

_____
Name of Firm

REFERENCES

Please list at least three (3) clients that have purchased similar products/services from your company.

1)

_____
Company/School Name

_____
Address

_____ _____ _____
City State Zip

_____ _____
Contact Person Phone Number

2)

_____
Company/School Name

_____
Address

_____ _____ _____
City State Zip

_____ _____
Contact Person Phone Number

3)

_____
Company/School Name

_____
Address

_____ _____ _____
City State Zip

_____ _____
Contact Person Phone Number

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

2) FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) 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. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check one of the following:

- ❑ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation)
- ❑ My company is not owned or operated by anyone who has been convicted of a felony.
- ❑ My company is owned or operated by the following individual(s) who has/have been convicted of a felony:

  Name of Felon(s): _____

  Details of Conviction: _____

  _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company

_____ _____
Signature of Authorized Company Official Printed Name

3) DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company

_____ _____
Signature of Authorized Company Official Printed Name

RESIDENT/NONRESIDENT CERTIFICATION & VENDOR EMPLOYMENT CERTIFICATION

1) RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to bidders/proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "non-resident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "non-resident" proposer under these definitions.

- ❑ I certify that my company is a **Resident Proposer**.
- ❑ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____ _____
Company Address

_____ _____ _____
City State Zip Code

a. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
   - ❑ Yes
   - ❑ No

b. What is the prescribed amount or percentage? $_____ or _____%

2) VENDOR EMPLOYEMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employee at least 500 people in Texas?

- ❑ Yes
- ❑ No

By signature below, I certify that the information in Sections 1 (Resident/Nonresident Certification) and 2 (Vendor Employment Certification) above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company

_____ _____
Signature of Authorized Company Official Printed Name

MWBE / HUB CERTIFICATION

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB" and all referred to in this forma as "MWBE") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

- ❑ I certify that my company has been certified as a MWBE in the following categories: (Please check all that apply)
  - ❑ **Minority Owned Business**
  - ❑ **Women Owned Business**

    Certificate Number: _____

    Name of Certifying Agency: _____

- ❑ My company has **NOT** been certified as MWBE.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

_____
Company

_____ _____
Signature of Authorized Company Official Printed Name

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ (see following page)

Attention Vendors:

As of January 1, 2006, new conflict-of-interest disclosure requirements passed by the 79th Texas Legislature became effective. Therefore, vendors are required to fill out a Conflict of Interest Questionnaire-FORM CIQ, on the following page.

House Bill 914 adds significant new disclosure requirements that affect school district trustees, superintendents and vendors to Texas school districts. Vendors are required to report business relationships at the time they begin contract negotiations or are solicited for bids or proposals. A vendor must disclose any business relationship with a district officer (see list below) that might cause a conflict of interest.

Vendors have seven business days to file the Ethics Commission's Conflict of Interest Questionnaire (Form CIQ) or face the possibility of a Class C Misdemeanor. Vendors can file a Form CIQ annually by September 1 of each year and need only update it by the seventh business day following an event that would make the original form inaccurate.

The forms received by the district become public records immediately and the law requires school districts that maintain web sites to place these records on the district's web site.

More information may be found regarding HB 914 on McKinney ISD's website at

www.mckinneyisd.net/departments/purchasing

and selecting HB914 at the bottom of the Purchasing Department's web page.

It is the intent of McKinney ISD to furnish information and forms regarding HB914, not to interpret the law. If you have questions regarding HB914, please contact your attorney for legal counsel.

Officers (Board Members and Superintendent) of the McKinney ISD are as follows:

- Curtis Rippee, President
- Amy Dankel, Vice-President
- Bobby Amick, Secretary
- Maria McKinzie, Member
- Kathy Livezey, Member
- Wade Johnson, Member
- Lynn Sperry, Member

- JD Kennedy, Superintendent

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local government entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐

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

☐ Yes ☐

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

☐ Yes ☐

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007