

HVAC Repair Services – RFP #013-14-15

DUE: January 30, 2015 – 3pm

HVAC TECHNOLOGIST PROPOSAL DEADLINE: FRIDAY, JANUARY 30, 2015 – 3:00 P.M.CST

HVAC Repair Services

RFP #013-14-15

Grapevine-Colleyville Independent School District



REQUEST FOR PROPOSAL; PROPOSAL INSTRUCTIONS; GENERAL CONDITIONS AND
SPECIFICATIONS/SCOPE OF WORK/SERVICES FOR: HVAC REPAIR SERVICES

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Section 1.0 – Notice to Proposers

Proposal Deadline: January 30, 2015 – 3pm

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Proposals will not be publicly opened.

This bid is identified as:

**RFP #013-14-15
HVAC Repair Services
Deadline: Friday, January 30, 2015 @ 3pm**

You are hereby invited by Grapevine-Colleyville ISD to submit a Proposal for HVAC REPAIR SERVICES. Proposals will be accepted at: 3051 Ira E. Woods Ave., Grapevine, TX 76051. Late proposals will not be accepted.

Any proposal received by fax or email will not be accepted. The District reserves the right to reject any/all Proposals and to accept any Proposal deemed most advantageous to the Grapevine-Colleyville Independent School District and to waive any formalities in the request for Competitive Sealed Proposal process.

Timetable:

Release RFP:	Monday, December 15, 2014
District Offices Closed:	December 22, 2014 – January 2, 2015
Deadline for Questions:	Monday, January 12, 2015
All Questions Must Be Submitted To:	Michelle.johnson@gcisd.net
Deadline for Submittal of Proposal:	Friday, January 30, 2015
Recommendation to the Board of Trustees:	Monday, February 16, 2015
Board Meeting:	Monday, February 23, 2015
Effective Date:	March 1, 2015 – February 28, 2016

Michelle Johnson
Buyer, Purchasing Services
Grapevine-Colleyville ISD

Section 2.0 - STANDARD TERMS & CONDITIONS

2.1 The Invitation to Propose, terms and conditions, the specifications, the received Proposal, and the subsequent Board Approval form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful proposer and the District and supersede any prior discussions or negotiations, representations or agreements, either written or oral.

2.2 Proposers 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 Proposal.

2.3 Prices and/or discounts submitted for this Proposal will be held firm for the initial term of the contract. After the initial contract term, the District reserves the right to extend the contract for four (4) additional one-year periods, upon the agreement of both the successful vendor and the District. Renewing the contract would imply doing so under the same terms and conditions. A price and/or discount re-determination may be considered by the District only at the anniversary date of the contract. The contract date will be effective February 1, 2015 through January 31, 2016.

2.4 Proposal contracts are considered to be in force during the period stipulated by the Proposal or until replaced by a subsequent Request for Proposal for the same product or services.

2.5 If for any fiscal year (currently July 1 thru June 30) of this contract, the Board of Trustees for any reason fails to appropriate funds for these goods, the District will notify the vendor immediately and will no longer be obligated under the contract.

2.6 The successful vendor(s) may cancel the contract only at the end of the plan year by giving the school district written notice ninety (90) days prior to the end of the plan year.

2.7 The District reserves the right to cancel a part or this entire contract at any time during the term with cause. Notification will be submitted in writing no less than sixty (60) days prior to the effective date.

2.8 Proposals received after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp shall be the official time of receipt. Proposals may not be submitted or received by facsimile or email.

2.9 The District reserves the right to accept or reject any and all Proposals and to waive any formalities or technicalities if deemed in the best interest of the Grapevine-Colleyville Independent School District. The District also reserves the right as sole judge of quality and equality.

2.10 Proposals meeting the requirements of the Request for Proposal shall be considered. Proposers taking exception to the specifications, or offering substitutions shall state these exceptions plainly on the Proposal document.

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2.11 Any interpretations, corrections, additions, or changes to the Request for Proposal and the Specifications will be made by addenda or an amendment to the Proposal. The sole issuing authority of addenda or amendment(s) shall be vested in the District's Purchasing Agent. Addenda or amendment(s) will be mailed to all who are known to have received a copy of the Invitation to Propose.

2.12 No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

2.13 Each Proposer, by making his/her Proposal, represents that he has read and understands the Invitation to Propose. Failure to respond to this Proposal may remove your company from future Proposal notifications.

2.14 The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law.

2.15 All District property and facilities are a drug free zone. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. Any person on school property shall not use or possess tobacco products, electronic cigarettes or other smokeless tobacco products. Employees shall be designated to ensure appropriate conduct of participants and others while on school premises. The proposing company and its employees shall adhere to this policy.

2.16 Each Proposer must give notice to the District if a person, owner, or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

2.17 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 upon written notice to the vendor to the following remedies (though not just limited to these): purchase the products elsewhere, cancel the contract, and/or award to the next qualified Proposer.

2.18 Should the vendor fail to perform by providing the Proposal product at the price submitted, and/or if the vendor is unable to provide the Proposal product within a specified time frame, The District will recover by purchasing the product elsewhere. Damages will be assessed against the defaulting vendor for the difference between the prices paid for the product on the open market less the original Proposal price, assuming the purchase price is higher than the original awarded Proposal price. Damages may also be assessed for the cost of procuring the product elsewhere and expenses incurred due to the delay caused by not having the specified goods. If the open market price is less than the Proposal price, damages for delay and interim substitutes may be assessed.

2.19 The Uniform Commercial Code shall govern the agreement between the seller and The District created by this Proposal. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas

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as effective and in force on the date of this agreement. Proposers are advised that all District contracts are subject to all legal requirements provided for in the Local, State, and Federal statutes.

2.20 Proposers shall submit all questions concerning this Proposal to Michelle Johnson by email at Michelle.johnson@gcisd.net. A reply in the form of written addendum will be sent to all proposers known to have received an Invitation to Propose, if the answer provides clarification or will have an impact on the Proposal responses. The District's Purchasing Clerk shall be copied on all questions by emailing Lisa.waldrup@gcisd.net. The deadline for submitting questions in conjunction with this RFP is 3:00 p.m. on Monday, January 12, 2015.

2.21 Vendors who do not propose are requested to notify the Grapevine-Colleyville Independent School District Purchasing Department in writing if they wish to receive future Proposal invitations. Failure to do so may result in their being deleted from our vendor list.

2.22 By signing this Proposal, a Proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the Proposal submitted.

2.23 By signing this Proposal, a Proposer affirms that, 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.

2.24 Proposer shall note any and all relationships that might be a conflict of interest and include such information with the Proposal.

2.25 For an alternate product Proposal 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. Grapevine-Colleyville Independent School District reserves the right to make final decisions as to comparable items.

Section 3.0 - SUBMISSIONS & EVALUATIONS

3.1 Your Proposal, in order to be considered, must include the properly executed Proposal Response Form, Affidavit, Statement of Compliance, Felony Conviction Notification, References and those other items and/or attachments as specified in this Proposal set. All responses must be legible and signed in order to be considered.

3.2 In evaluating Proposals submitted, the following considerations will be taken into account (but not limited to): price, quality, suitability for intended use, probability of continuous availability, time of service, delivery and vendor reputation. It is not the policy of the Grapevine-Colleyville Independent School District to purchase on the basis of price alone. The District reserves the right to conduct any tests, evaluations or comparisons it deems necessary to complete the evaluation process.

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3.3 Proposers may be required to furnish evidence in writing that they maintain a permanent and adequate place of business and have adequate equipment, finances, and personnel to furnish the products offered satisfactorily and expeditiously and that they are authorized agents and can provide the products they propose to furnish.

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

Section 4.0 - GENERAL CONDITIONS

4.1 Proposers must complete all forms and provide all information asked for under each item. Failure to comply may result in rejection of the Proposal at the District's option.

4.2 Proposals deposited with the District cannot be withdrawn prior to the time set for Proposal Deadline. Request for non-consideration of Proposals must be made in writing to the Purchasing Agent and received by the District prior to the time set for opening Proposals. After other Proposals are opened, the Proposal for which non-consideration is requested may be returned unopened. The Proposal may not be withdrawn after the Proposals have been opened, and the proposers, in submitting the same, warrants and guarantees that this Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such Proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the proposers.

4.3 Proposals will be tabulated for comparison on the basis of the Proposal prices and guaranties shown in the Proposal. Until final award of the Contract, the District reserves the right to reject any or all Proposals, to waive technicalities, or proceed to do the work otherwise in the best interest of the District.

4.4 Proposals may be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate Proposals or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

4.5 The successful Proposer(s) may not assign his rights and duties under the award without the written consent from the District. Such consent shall not relieve the assignor of liability in event of default by his assignee.

4.6 Proposals will be received at:

**Grapevine-Colleyville ISD
Purchasing Services
3051 Ira E. Woods Ave.
Grapevine, TX 76051**

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4.7 All Proposals received after the prescribed deadline, regardless of the mode of delivery, shall be returned unopened. Questions regarding the specifications must be e-mailed to: Michelle.johnson@gcisd.net and Lisa.waldrip@gcisd.net. The deadline for submitting questions in conjunction with this Request for Proposals is 3:00 p.m. on January 12, 2015.

4.8 The District reserves the right to reject any or all Proposals, in whole or in part, to waive any informality in any Proposal, to declare inadequate or inappropriate any Proposer failing to meet the specifications, and to accept the Proposal which, in its discretion, is in the best interest of the District.

Section 5.0 - Specifications / Scope of Work:

5.1 The District seeks to establish an on-going procurement contract for HVAC Repair Services. **This does not include any water cooled chillers.** The District intends to award this contract to multiple vendors.

5.2 The successful contractor(s) must have the necessary capability of delivering the requested materials and/or services in complete compliance with the description and features contained in this proposal.

5.3 Respondents must have been in business for at least ten (10) years. Business performed with local government municipalities and/or school districts is preferred.

5.4 All work shall be coordinated through the Facility Services Department, HVAC Technologist. Care shall always be taken to adequately protect students and staff when work must be performed at times that people occupy the buildings.

5.5 For security purposes, when the contractor is notified, the contractor will be told whether the situation requires immediate attention or not. The District does experience some weekend and after-hours HVAC emergencies; therefore, the contractor must be available twenty-four (24) hours per day, seven (7) days per week, including holidays and weekends, to provide HVAC related services.

5.6 For purposes of this contract, normal business hours are defined as 7:30am to 4:30pm, Monday through Friday.

5.7 The contractor response time shall be no longer than three (3) hours during normal business hours. Response time for holiday, weekend and after normal business hours shall be no more than four (4) hours.

5.8 The contractor shall deliver a written work order to the Facility Services Department, HVAC Technician after the work is completed. The work order shall include the following information:

- Work order number
- Work site where the work was performed
- Date and time that work was performed
 - Time begins when the work crew arrives to the work site and ends once the work crew leaves the work site
- Description of services performed

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- Listing of the personnel and labor rate required to complete the work
- Listing of the equipment required to complete the work
- Itemized list of parts and material, including costs, necessary to complete the work

5.9 The contractor shall, without additional expense to the District, obtain the necessary licenses and permits, and be responsible for complying with any Federal, State, County and Municipal laws, codes and regulations applicable to the performance of the work, including but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.10 The successful contractor(s) is required to possess an Air Conditioner contractor combination “Class A” State of Texas license, to include environmental and refrigeration servicing. Respondents shall submit a copy of this license with their proposal.

5.11 The contractor shall maintain, in a company or companies lawfully authorized to do business in the State of Texas, such insurance as will protect the contractor and the District from personal and property damage claims which may arise out of the contractor performance under this contract and for which the contractor may be legally liable, whether such operations be by the contractor or anyone directly employed by the contractor or by anyone for whose acts the contractor may be liable. The successful contractor shall be responsible for damage or breakage caused by their employees. The contractor must report such damage to the Assistant Director, Facility Services Department. The District reserves the right to make the repairs and charge the contractor for the damages incurred.

5.12 In the event any single HVAC repair project exceeds \$25,000.00 a Statutory Labor and Material Payment Bond will be required of the successful vendor and shall be executed by a surety company acceptable to the District and authorized to do business in the State of Texas. The bond shall be in an amount equal to one hundred percent (100%) of the contract price. The vendor shall deliver the original bond to the Facility Services Department prior to the issuance of a purchase order. The bond will be reviewed by the Facility Services Department for compliance with the contract documents and confirmed by the Purchasing Department prior to the execution of the work.

5.13 All contracts shall comply with prevailing wage rates in accordance with the civil statutes of the State of Texas. A copy of the District’s currently adopted Prevailing Wage Rates is included in this RFP document as Exhibit A.

5.14 The contractor warrants that the products sold to the District conform to the standards promulgated by the U.S. Department of Labor under the current Occupational Safety and Health Act (OSHA). In the event the products do not conform to OSHA standards, the contractor shall correct or replace the products at its expense within a reasonable period of time. In the event the contractor fails to make the appropriate correction or replacement within a reasonable period of time, the District may replace or correct the deficiency at the contractor’s expense.

5.15 The District requires compliance with executive order 11246, entitled Equal Employment Opportunity as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

5.16 Safety – The contractor is solely responsible for the safety and welfare of their workers and the general public in and around the sites where the work is being performed. The contractor shall take precautions to adequately safeguard the safety of all persons on or near the site where work is being

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performed. The contractor shall comply with the “Occupational Safety and Health Standards” and other mandated safety regulations and practices.

5.17 Adding Equipment – The District reserves the right to add additional equipment to the contract as the need arises.

5.18 Contract – This proposal, accompanying documents, and any negotiated terms, when properly accepted by the District, shall constitute a contract equally binding between the successful contractor and the District. No different or additional terms will become a part of this contract unless accepted in writing by the District’s Purchasing Department.

5.19 Performance – The District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default of this contract. The District reserves the right to terminate the contract in the event the successful contractor fails to perform (For Cause”): This contract may be cancelled by the District upon forty-five (45) days written notification “For Cause”.

- Substantially meet delivery or completion schedules
- Otherwise, substantially perform in accordance with the accepted proposal

5.20 Price Fixing – In submitting a proposal to this RFP, the contractor thereby certifies that the contractor has not participated in nor been a party to any collusion, price fixing, or any other agreements with any company, firm, or person concerning the pricing on the enclosed proposal.

5.21 Gratuities – The District may, by written notice to the successful contractor, cancel this contract without liability to the successful contractor if we determine that gratuities in the form of entertainment, gifts or otherwise, were offered or given by the successful contractor, or any agent or representative of the successful contractor, to any officer or employee of the District with a view towards securing or amending, or the making of any determinations with respect to the performance of such a contract.

5.22 Warranty Price – The price to be paid by the District shall be that contained in the successful contractor’s proposal and which the contractor warrants to be not higher than the successful contractor’s current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event the successful contractor’s current prices on orders by others, or in the alternative, the District may cancel this contract without liability to successful contractor for breach of successful contractor’s actual expense.

5.23 Modifications and Amendments – No agreement or understanding to modify this order shall be binding on the School District unless in writing and signed by the School District’s authorized agent.

5.24 Change of Work – No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.

5.25 Silence of Specifications – The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices

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and new parts or equipment are to be utilized in the performance of any resulting contract. All interpretations of these specifications shall be made on the basis of this statement.

5.26 Proposals must comply with all Federal, State, County and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise controls required for these types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or services, to comply with all applicable codes and ordinances of the City, County or State of Texas as they may apply, as these laws now read or as they may hereinafter be changed or amended.

5.27 This contract, once accepted, will include the period of March 1, 2015 through February 28, 2016. Any purchase order dated and issued within these dates will be subject to the terms and conditions of this contract. Provisions in this RFP document allowing the renewal of this contract beyond the initial term may be contained elsewhere.

5.28 Under this contract, the district's HVAC Technologist for Facility Services will have the responsibility to ensure compliance with contract requirements regarding the acceptance, inspection and delivery of the proposed services.

5.29 The successful contractor(s) must have the necessary capability of delivering the requested services in complete compliance with the description and features contained in this proposal.

5.30 The successful vendor shall be available to respond to service calls twenty-four (24) hours per day, seven (7) days per week including holidays and weekends. The process to ensure this level of service should be outlined on the RFP Response Form.

5.31 No work shall be performed at the discretion of the technician or service company. Regular communication and pre-approval must be obtained from the Facility Services HVAC Technologist.

5.32 Pre-approval of work shall be obtained from the District's HVAC Technologist. No work shall be performed at the discretion of the service company.

5.33 The contractor shall use asbestos-free materials.

5.34 The contractor shall supply Material Safety Data Sheets (MSDS) on all products used in repairs or new installations. These shall be submitted within two (2) weeks after any repair or new installation.

5.35 The results of the completed inspection by the District will form the basis of requirements for final acceptance.

5.36 After the initial contract term, the District reserves the right to extend the contract for four (4) additional one-year periods if the vendor and the District mutually agree.

5.37 Renewing the contract would imply doing so under the same terms and conditions. The District may consider a price re-determination only at the anniversary date of the contract.

5.38 Three months prior to the expiration of this contract, the vendor shall provide to the District's Purchasing Department an offer to renew the contract. This offer must be in writing and shall include any proposals for price increases.

5.39 The District reserves the right to reject any or all of the price re-determination as it deems to be in the best interest of the District.

Section 6.0 – Summary of Work

6.1 WATER TREATMENT SERVICES

6.1.1 Closed loop chill water systems containing a Molybdenum (Molybdate) Nitrite based corrosion inhibitor must maintain at 15ppm molybdate and 150ppm Sodium Nitrite.

6.1.2 Closed loop chill water systems containing Nitrite must maintain at 600-800ppm.

6.1.3 Water treatment chemical must also contain an Azole for yellow metal (copper) corrosion protection.

6.1.4 Water treatment chemical should also elevate to 8.5 to 10.

6.1.5 See Exhibit B for description and location of all District chiller and boiler equipment.

6.2 The contractor is responsible for cost of acidizing chiller tubes if proper levels of chemicals are not maintained within the system.

6.3 Monthly service will include the following:

6.1.1 Chemical testing of the boiler water, condensate, closed loop and condenser water.

6.1.2 Biological testing of condenser water and closed chiller loops.

6.1.3 Adjustment of chemical equipment feed rates.

6.1.4 Adjustment of chemical dose mixing ratios.

6.1.5 Blow-down and Bleed-off regulation.

6.1.6 Stock control and ordering chemicals and test reagents.

6.1.7 Chemical testing of make-up water.

6.1.8 Record keeping in a test log indicating adjustments and results.

6.1.9 Must comply with all state and federal regulations (OSHA & EPA)

6.1.10 Provide full analysis reports for each campus with recommendations on repairs or adjustments that are needed to keep systems within proper levels.

6.4 DEMOLITION

6.4.1 Furnish, labor, materials, equipment and incidentals necessary for every type of required demolition.

6.4.2 Furnish Equipment of every type required to transport project debris away from the site.

6.4.3 Stockpile project debris at the site only as long as necessary to haul to a disposal site. Materials shall be neatly stacked and handled in an orderly manner until removed from site.

6.4.4 Repair to walls, floors and any surrounding areas damaged and/or defaced during demolition is the responsibility of the contractor at his sole expense.

6.5 JOB CONDITIONS

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6.5.1 All projects performed within buildings or structures shall comply with all applicable state and local codes and regulations pertaining to the nature and character of the work being performed.

6.5.2 Do not disconnect fire safety devices without approval of the District. The District will coordinate the disconnection with the appropriate City Fire Department and alarm company.

6.5.3 The contractor shall limit his operations to the minimal amount of space needed to complete the specified operation. Do not store materials inside buildings, unless specifically permitted by District.

6.5.4 Erect construction barriers between areas where replacement is performed. Construction barriers will comply with life safety standards, maintaining exit paths and clearances.

6.5.5 Keep driveways, fire lanes, sidewalks, and entrances serving the building clear and available to the District and its employees at all times.

6.5.6 Maintain the existing building security and weather tight conditions.

6.6 PROJECT COORDINATION

6.6.1 The contractor shall coordinate activities to assure efficient and orderly installation of each part of the work and coordinate activities that are dependent upon each other for proper installation, connection, and operations.

6.7 WORK BY OTHERS

6.7.1 The District does not plan to contract other work to be performed by others in the area of a project unless it is a part of a new school construction project or major renovation to an existing site

6.7.2 The District reserves the right to perform construction or operations related to the work in the area of this project either to prepare the site for work (moving utilities, etc.) or to maintain/repair District operations.

6.7.3 Public utility companies have the right to work in the area of this project so as to either prepare the site for work (moving or exposing cables, accessories, etc.) or to maintain/repair their respective facilities.

6.8 WORKMANSHIP

6.8.1 These specifications contain instructions and descriptions covering the major items of construction and workmanship necessary for constructing and completing the various units or elements of the work. The specifications are intended to be so written that only first class workmanship and finish of the best grade and quality will result. The fact that these specifications may fail to be so complete as to omit one or more details will not relieve the contractor of any responsibility for providing a completed project of high quality, first class finish and appearance, and satisfactory for operation, all within the apparent intent of the terms, conditions and specifications.

6.8.2 The contractor's work shall be guaranteed against defect for no less than one year from the date the work is accepted by the District. The contractor shall remedy, at the contractor's expense, any non-conforming or defective work or projects and any damage to real or property owned by the District, when that damage is the result of defective work or products. The contractor shall remedy any failure, defect or damage within a reasonable period of time after receiving notice by a school district representative. If the contractor fails to remedy any failure, defect or damage within this period, the school district shall have the right to replace, repair or otherwise remedy the failure, defect or damage at the contractor's expense.

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6.9 FIELD MEASUREMENTS

6.9.1 The contractor is responsible for making complete field measurements. Check all dimensions at the job site for components requiring fit to surrounding conditions.

6.10 DELIVERY, HANDLING AND STORAGE

6.10.1 The delivery of materials shall be in accordance with the contractor's schedule of work. Material shall be delivered to the site in sequence with the work being performed to prevent delays.

6.10.2 The contractor shall furnish and maintain dollies, lifts and hoists and other equipment as necessary to unload and handle materials and equipment at the project site. Equipment shall be maintained in a safe and substantial manner and shall meet the requirements of State and Local authorities and be approved by contractor's insurance carrier.

6.10.3 Equipment shall be stored in a manner not to interfere with the timely or safe execution of the work or with the instructional efforts of the District.

6.10.4 Flammable or other hazardous materials will not be stored inside the building or within seventy-five (75) feet of the building at any time.

6.11 CONTRACTOR'S USE OF PROJECT SITE

6.11.1 The contractor shall limit the use of the site for work and storage to those areas designated for his use. He shall coordinate the designated space as directed by the District and shall assign areas for material storage for his subcontractors.

6.11.2 Parking for equipment and employees vehicles shall be in designated areas only. Contractor shall instruct his employees of travel routes and parking requirements. Do not block entrances, driveways, loading docks or other access areas. Do not block or otherwise interfere with pathways to building entrances or exits.

6.11.3 Any damage to the existing facilities, including contamination, caused by the contractor or his subcontractor, suppliers materials, equipment or employees shall be repaired or corrected at his contractor's expense, to a condition that existed prior to his occupancy of the site.

6.11.4 The contractor shall not permit any alcoholic beverages, tobacco products or illegal substances on the site at any time. The contractor shall require adequate dress of employees consistent with the nature of the work being performed.

6.12 SAFETY REQUIREMENTS

6.12.1 Contractor is solely responsible for the safety and welfare of workmen on the project and the general public around the work site and is to take precautions to adequately safeguard the safety of all persons on or near the site.

6.13 PRODUCTS AND MATERIALS

6.13.1 Materials shall be in accordance with the requirements of the individual projects. All materials shall be new and of the quality intended.

6.13.2 Materials found to be damaged, or not acceptable to the District, shall be removed. Inspection before installation shall not relieve the Contractor from any responsibility to furnish quality materials.

6.13.3 The contractor warrants that the materials furnished will conform to and area suitable for the purpose for which they are used.

6.13.4 The contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District.

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6.13.5 As all work is to be performed inside or in conjunction with existing structures, materials shall be selected to match existing.

6.14 EXECUTION AND PROTECTION OF PROPERTY

6.14.1 The contractor shall assume responsibility for the protection of all areas of work and shall provide and maintain all protections required. The contractor shall protect existing surfaces of the building and equipment as required during the project period. Provide necessary dust screens, drop cloths and temporary walls and/or coverings as may be required for protection. Existing surfaces that are damaged due to the work shall be patched or replaced to original condition.

6.14.2 The contractor shall salvage, relocate and reinstall certain items. Existing items so designated shall be properly installed, securely fastened as required, set plumb and level, and left complete and operational. Exercise extensive care in relocating such items so as to prevent damage. All other existing building materials indicated to be removed or demolished, unless noted otherwise or claimed by the District shall become property of the Contractor and shall be removed from the site immediately.

6.14.3 The contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the District or to the work or materials installed, and shall make good any loss, damage or injury without cost to the District.

6.14.4 Finished floors shall be protected against damage by workmen and equipment during the work. Where materials are carried into the building, the building floors shall be covered to protect the work against dirt or grit being ground in.

6.14.5 If necessary, where work is being done, the furniture, fixtures and equipment in the building shall be covered with heavy plastic sheeting or clean tarpaulins to protect the property against damage and stains. The furniture and equipment will not be removed from the building.

6.14.6 While school or offices are occupied, the contractor shall provide appropriate and effective measures to control the migration of dust and odors into the occupied areas.

6.15 ACCESS TO THE SITE

6.15.1 Maintain streets and thoroughfares accessible at all times. Do not block entrances, fire lanes, sidewalks, driveways, loading docks or other access areas. Do not block or otherwise interfere with pathways to building entrances or exits.

6.15.2 The contractor shall maintain accessible all building exits required by all applicable City, State or Federal codes, laws or regulations during all phases of the project.

6.15.3 During school hours, the contractor's employees shall check in and out with designated personnel in the Facility Services Department and with the secretary at the campus office or building before proceeding in the building to work.

6.16 UTILITIES

6.16.1 In the event that utility piping of an unknown nature is discovered during the work, the contractor shall take precautions to prevent damage to the piping, mark the location of the utility and notify the District. Should the utility in question be damaged, the contractor shall take immediate steps to protect workmen and the public, notify the proper authorities and utility company of the damage, and restore the utility to service as soon as possible. The contractor shall, at his own expense, repair and/or replace any damaged or disrupted utility service, the location of which was readily ascertainable at the time of the damage.

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6.17 EXCESS MATERIALS

6.17.1 The contractor shall remove and dispose of materials designated for demolition unless otherwise indicated or specified.

6.17.2 Furnishings and equipment items to remain the District's property will be removed by the District prior to the start of demolition or will be designated to be removed and transported to on-site storage by the contractor. Items not so designated shall be considered debris and shall be removed and disposed of accordingly.

6.17.3 Carefully disconnect, remove and protect items directed by the District to be salvaged. Transport salvaged items to on-site storage areas designated by the District.

6.18 SECURITY OF PROJECT SITE

6.18.1 Security of the work area shall be the responsibility of the contractors. If necessary the contractor may be required by the District to provide a construction barrier to maintain a safe area that may not be accessed by school children or others who may be in the area.

6.19 REGULATION REQUIREMENTS

6.19.1 The contractor shall furnish all labor, materials, equipment, supplies and transportation and incidentals necessary to perform the work, all in compliance with State and Federal regulatory requirements as well as local ordinances and procedures of governmental agencies having jurisdiction over the work to make the project completely operational.

6.19.2 The contractor is required to register with the Building Inspection Department of the cities of Grapevine, Colleyville and Euless and is responsible for having all work requiring inspection, inspected by city officials upon completion. This cost shall be covered in the contractor's time and materials pricing.

6.19.3 The contractor is responsible for having all work, requiring an inspection, inspected by city officials upon completion. The cost of this shall be covered in the contractor's time and materials pricing.

6.19.4 The contractor is solely responsible for identifying laws, ordinances, regulations and procedures necessary for the work. The contractor shall, if necessary, acquire written copies of such laws, ordinances and regulations and determine how requirements will affect the conduct of his work and include the cost of compliance as part of the invoice amount.

6.20 STANDARDS AND REFERENCES

6.20.1 Any references to the standards of any technical society, organization or association, or to codes of local and state authorities, shall mean the latest standard, code, specification, or tentative specification adopted and published at the date of taking proposals, unless specifically stated otherwise.

6.21 ELIMINATION OF ARCHITECTURAL BARRIERS

6.21.1 The contractor shall comply with the provisions of the Elimination of Architectural Barriers Act of Texas; Texas Revised Civil Statutes as governed by the State Purchasing and General Service Commission, as well as the "American's with Disabilities Act" (ADA).

6.22 SANITATION AND CLEANUP

6.22.1 During the project, the contractor shall maintain the work site in a clean condition at all times. At the end of each work day the contractor shall gather all loose trash and debris from around the site and place in trash containers or remove from site. Contractor shall not stack

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trash or other debris on the ground or in the open. Trash must be placed in closed containers. In no event shall trash or debris be allowed to become airborne or be allowed to low around or off site.

6.22.2 Upon completion of the work the contractor shall remove construction debris, boxes and trash from the site and clean wall surfaces to remove residue from installation.

6.23 PROJECT CLOSEOUT

6.23.1 The following closeout requirements are for project completion, including but not limited to: Inspection, submittal of warranties and final cleaning.

Section 7.0 – References

7.1 Provide in your Proposal at least three examples of documented success in HVAC REPAIR SERVICES that are being proposed in your offer which your firm provided to other school districts (preferred) or organizations. Include contact name, current phone number and e-mail address in order for this information to be verified. This is to be provided in the Proposal Questionnaire located in the Required Forms section of this RFP document.

7.2 Provide at least three references from school districts that your firm has provided HVAC REPAIR SERVICES, including the current name, phone number and e-mail address of the primary contact at each district. This is to be provided in the Proposal Questionnaire located in the Required Forms section of this RFP document.

Section 8.0 – Proposal Format:

8.1 Submit one (1) original and three (3) copies of your proposal clearly marked in a sealed envelope prior to the time and date specified on this RFP. In addition to the one original and three copies, vendors must provide a copy of their proposal in an electronic format on a USB flash drive. The electronic version shall be one (1) file that replicates your original proposal, including required signature. Do NOT send individual files of each section or page of your proposal as the electronic version.

8.2 Please organize your response to this RFP in the following manner:

- 8.2.1 Cover Sheet and Shipping Label (if needed)
- 8.2.2 Tab 1: Required forms
- 8.2.3 Tab 2: Price Form
- 8.2.4 Tab 3: Proposal Questionnaire / Company Background
- 8.2.5 Tab 4: Personnel
- 8.2.6 Tab 5: References
- 8.2.7 Tab 6: Company Experience
- 8.2.8 Tab 7: Detailed description of services / deliverables

Section 9.0 – Contract Provisions:

9.1 OPENING OF PROPOSAL: At the designated time and date, all Proposals will be listed. Response attempts after the posted deadline will not be submitted. The Proposals will be reviewed by District evaluation team to ascertain which Proposals address all requirements of the Request for Proposals. Proposals determined to be technically non-responsive or not as responsive as other Proposals are subject to elimination at this point. The team may interview selected vendors to clarify specific matters presented in the Proposals. These discussions will allow the vendor to elaborate on his/her Proposal and to request other pertinent information. The evaluation team will use information gained during these discussions and information presented in the Proposal to rank vendors in accordance with criteria stated in the Request for Proposals and make their recommendation for award of any resulting contract.

9.2 AWARD OF CONTRACT:

9.2.1 Award of Contract, if any, will be made by the District to the Proposer whose Proposal is determined to be the most advantageous to the District, taking into consideration the relative importance of price and other evaluation factors. It is estimated that the recommended award may be made within ninety (90) days after the opening of the Proposals, but not before the District's next monthly meeting. No award will be made until after investigations are made as to the responsibilities of the Proposers.

9.2.2 The District reserves the right to solicit additional information from the Proposers, or any one Proposer, should the District deem such information necessary.

9.2.3 The Award of Contract may be to one, all, some, or none of the Proposers at the sole discretion of the District.

9.3 TERMS AND CONDITIONS:

9.3.1 PRICE:

The Proposer shall complete all forms and information submittals in the attachments, and submit with the Proposal.

9.3.2 TERMS OF PAYMENT:

Terms of payment to the Proposer will be in accordance with the terms of the Agreement based on invoices submitted to and approved by the District. Invoices shall be fully documented in accordance with the Agreement. Invoices must reflect only the amount due for that portion of the services performed, materials and equipment furnished for

the period covered by each invoice. Proposer agrees to waive any/all interest charges on overdue invoices.

9.3.3 TAX EXEMPT STATUS:

The Grapevine-Colleyville ISD is a local political subdivision and exempt for all city, state, and federal sales and use taxes.

9.3.4 VENUE:

This Contract shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Tarrant County, Texas.

9.3.5 If you have questions regarding the preparation of your Proposal, you may contact Michelle Johnson, Buyer, Purchasing Department, at: Michelle.johnson@gcisd.net and Lisa.waldrip@gcisd.net as stated under "Written Inquiries," in Section 4.7 on page seven of this document.

9.3.5.1 Information obtained from phone calls or avenues other than directed above are not binding and may result in your response being disqualified.

9.3.6 NOTICE OF DELAYS: If the Proposer encounters any difficulty which delays or threatens to delay timely performance (including actual or potential labor disputes, service interruptions, or other), the Proposer shall immediately give notice thereof in writing to the District, stating all relevant information with respect thereto. Such notice shall in no way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

9.3.7 FORCE MAJEURE: Proposer shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

9.3.8 TERMINATION:

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9.3.8.1 Termination for Cause. The District retains the right to terminate any contract resulting from this RFP at its exclusive option and at no further cost or obligation to itself for reasons of Proposer's failure to perform satisfactorily in the following areas.

- ☒ Quality of service
- ☒ Fulfillment of other contractual commitments or requirements

9.3.8.2 Such termination action will be enacted only after the Proposer has been notified in writing by the District of its dissatisfaction and the Proposer has been given, in the District's opinion reasonable time to correct the matter of dissatisfaction.

9.3.9 TERMINATION FOR CONVENIENCE OF THE DISTRICT: In any contract resulting from this RFP the District retains the right to terminate the contract, in whole or in part, for convenience.

9.4 GENERAL PERFORMANCE REQUIREMENTS:

9.4.1 Performance shall commence upon execution of the contract by the Board President or designee and a written notice to proceed which must include a signed, original Purchase Order. Thereafter, all Work shall be coordinated, reviewed, and approved by the District Representative, or designee.

9.4.2 The scope of this Contract and requirements of the District as described in the RFP and Proposal shall not be considered as binding on the District, and the Scope of Services awarded actually may be less than or greater than projected.

9.4.3 Proposer warrants that all services performed under any resulting Contract will be of the type and quality specified, and the District may reject and/or refuse Services, which fall below the quality specified in the RFP and resulting Contract.

9.4.4 Failure by the Proposer to make reasonable progress in accordance with the approved performance schedule shall entitle the District to seek services from alternate sources wherever available, with the right to seek reimbursement from the Proposer for amounts, if any, paid by the District over and above the Contract price.

9.4.5 All services performed under this Contract, as required by the RFP shall be performed in the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type of Contract.

9.4.6 Failure of Proposer to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Proposer in default of the Contract.

9.4.7 It is estimated that the term of the agreement shall commence no earlier than October 31, 2015.

8.4.7.1 It is estimated that the services may be procured initially for a one (1) year term. The actual terms of the agreement will be established in the contract. The agreement may be renewal for additional terms as stated elsewhere in this document or contract.

9.4.8 Should the District enter into an agreement as a result of this Proposal, Proposer agrees that the District is a valued and substantial customer of the Proposer, and agrees that the District shall enjoy a “most favored customer” status, able to change rates, equipment, and participate in promotional activities of the Proposer at an equal rate to the lowest rates given to governmental, public, or individuals, and that these renegotiations will take place between the District and Proposer at times and place convenient to both.

9.4.9 Re-negotiation of rates, payments, and other necessary or desirable changes in a resulting agreement will take place between the District and Proposer at times and place convenient to both. No increase or decrease in rates or payments may be made without written consent of both parties, and countersigned by the appropriate designated representatives.

9.5 INDEMNIFICATION:

9.5.1 To the fullest extent permitted by applicable law, the Proposer and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Proposer or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed

to eliminate or reduce **any** other indemnification or right which the District or any of the Indemnitees has by law.

9.5.2 Proposer shall protect and indemnify the District from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Proposer or by the District at the direction of Proposer of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify Proposer and Proposer shall be given full opportunity to negotiate a settlement. Proposer does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with Proposer and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

9.5.3 The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

9.6 CONTRACT DEVELOPMENT: If a separate Contract is not written, the Contract entered into by the parties shall consist of the RFP document, the signed proposal submitted by the Proposer, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the District and the Proposer, all of which shall be referred to collectively as the Contract Documents, and will be a binding part of the final contract entered into by the selected Proposer and the District unless expressly excluded in the final agreement between the District and the Proposer.

9.6.1 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Proposer must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

9.6.2 Contract Term: The initial Contract term shall begin on the date that a contract is awarded or signed and run for a period of one (1) year from that date. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.

9.6.3 Contract Data: The Contractor is required to provide the District with detailed data concerning the Contract at the completion of each contract year or at the request of the District at other times. The District reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered and material sold to the District.

9.7 INDEPENDENT CONTRACTOR STATUS: Proposer recognizes that it is engaged as an independent contractor and acknowledges that the District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Proposer, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the District by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Proposer hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

9.8 COMPLIANCE WITH LAWS: In the execution of the Contract, the Proposer must comply with all applicable State and Federal laws, including but not limited to laws concerned with labor, environment, equal employment opportunity, safety and minimum wages. The Proposer shall make itself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work, and shall indemnify and save harmless the Grapevine-Colleyville ISD and the Board of Education and its official and/or contractual representatives against any claim arising from violation of any such law, ordinance or regulation by itself or by its subcontractors, or suppliers at any tier, or its employees. When requested, competent evidence of compliance with applicable laws shall be furnished.

9.8.1 The Proposer shall cooperate with applicable city or other governmental officials at all times where their jurisdiction prevails. The Proposer shall make application for any permits and permanent utilities that are required for the execution of a Contract.

9.9 RIGHT TO AUDIT: At any time during the term of this Contract and for a period of four (4) years thereafter the District or a duly authorized audit representative of the District, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Proposer's records and books relevant to all services provided under this Contract. In the event such an audit by the District reveals any errors/overpayments by the District, the Proposer shall refund the District the full amount of such overpayments within thirty (30) days of such audit findings, or the District, at its option, reserves the right to deduct such amounts owing the District from any payments due the Proposer.

9.10 ACCESS TO DOCUMENTS: To the extent applicable to this procurement, in accordance with applicable Public Law, Proposer agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Proposer and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, other governmental investigative agency, or their duly

authorized representative(s), legally authorized to investigate alleged fraud, overcharge, or other diversion of funds from a public school district receiving Federal and State public funds.

Section 10.0 – Evaluation Process:

10.1 Objective criteria will be utilized to evaluate each Proposal. A major deficiency in any identified area may disqualify a Proposal submission. In assessing the relative value and quality of each Proposal, a Decision Matrix will be utilized in which point values will be assigned in a range from zero to the maximum point weighting for each classification.

10.2 Proposals received resulting from this process will be evaluated according to the criteria required of Texas Education Code §44.031 (b). This criteria is weighted according to the table included in Section 16.0.

10.3 Proposals will be evaluated by an Evaluation Committee comprised of key GCISD Personnel in order to fairly evaluate all qualified Proposals. Proposals will be ranked.

10.4 Evaluations by committee members will be combined into a Committee Score and ranking and averaged to result in each proposing vendor receiving one score, which will be compared to the other Proposals.

Section 11.0 – Procurement Schedule:

11.1 The following procurement schedule will be utilized for this process:

Release RFP:	Monday, December 15, 2014
District Offices Closed:	December 22, 2014 – January 2, 2015
Deadline to Submit Questions:	Monday, January 12, 2015
Responses Due:	Friday, January 30 at 3:00 P.M.
Evaluation Period:	January 30 – February 16, 2015
Recommendation:	February 16, 2015
Board Meeting:	February 23, 2015
Effective Date:	March 1, 2015 – February 28, 2016

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Section 12.0 – Board Action:

12.1 A recommendation for this purchase will be made to the Grapevine-Colleyville ISD Board of Trustees at its regular Board meeting on February 23, 2015.

Section 13.0 – Contact Information:

13.1 Vendors with questions related to this Request for Proposal are required to submit questions in writing only by e-mail to Michelle Johnson at Michelle.johnson@gcisd.net. The deadline for questions related to this Request for Proposal is 3:00 P.M. on December 9, 2014.

13.2 Vendors may not contact any member of the GCISD Board of Trustees or GCISD Administration during any portion of this procurement process, including the Evaluation Period.

Section 14.0 – Required Forms:

14.0 Response Forms: The Response Section contains forms that are required to be completed and submitted along with your response. In order to make it easy to detect which forms are required, they are marked at the bottom of the form with the following label:

THIS PAGE MUST BE RETURNED WITH THE RFP

Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

14.1 PROPOSAL FORM / BID FORM: This form is used to submit your offer for this proposal. This form is to complete pricing offered for this project and must be submitted with signature of person authorized to commit your company to this project at the price(s) offered.

14.2 OFFER FORM: This is the form that authorizes the respondent to represent his/her company to extend the offer to GCISD and enter into an agreement if an award is extended to this firm. This form also serves as a statement that the offer was not prepared in collusion with any competing vendor and that the stated prices are prepared independent of any pre-arranged agreement. This form is used to further verify as to the accuracy of all information contained in the response, including but not limited to the required Felony Conviction Notice. This form must be completed and returned for a proposal or bid to be considered.

14.3 NOTICE OF NO BID RESPONSE FORM: In the event that a solicited vendor elects not to participate in this Request for Proposal opportunity, completion and submission of a NOTICE

OF NO RESPONSE form is helpful in evaluating its procurement processes. Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed. This form must be completed and returned for a proposal or bid to be considered, unless your firm is responding to the solicitation.

14.4 AFFIDAVIT: This is a sworn statement that the individual presenting the offer to GCISD is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affirms, under sworn statement, that the proposal was not prepared in collusion with any competing vendor nor were price fixing or pre-arranged agreements made prior to or during the administration of this process. This form must be completed and returned for a proposal or bid to be considered.

14.5 STATEMENT OF COMPLIANCE: This form is a signed statement that the proposal complies with all specifications and/or scope of work contained in the solicitation document, unless listed on the Exceptions Page, which is a form provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work. This form must be completed and returned for a proposal or bid to be considered.

14.6 DEVIATION/COMPLIANCE FORM: This form is for vendors to list any deviations from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document, all such deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document. This form must be completed and returned for a proposal or bid to be considered.

14.7 FELONY CONVICTION NOTICE: Texas State Law requires that persons or entities entering into business agreements with school districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses the Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a contract, but are examined on a case-by-case basis. This form must be completed and returned for a proposal or bid to be considered.

14.8 CONFLICT OF INTEREST COMPLIANCE FORM: This form is required in conjunction with House Bill 914, which went into law September 1, 2005 and became effective January 1, 2006. This is a two page form, the first of which is a **NOTICE to Vendors** and the remaining page is the **Conflict of Interest Questionnaire**. Response to this fulfills requirements under Chapter 176, Section 176.006(a) of the Texas Local Government Code. Vendors are required to complete this and include in their response, if applicable. If no conflict exists, vendors are required to complete and include the **NOTICE OF NO CONFLICT OF INTEREST STATEMENT**,

included as the last page of this section. This form must be completed and returned for a proposal or bid to be considered.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

14.9 IRS FORM W-9: This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a proposal or bid to be considered.

14.10 GCISD CONTRACTOR CERTIFICATION: Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. This form certifies that the vendors submitting will perform the required background check according to state law. This form must be completed and returned for a proposal or bid to be considered.

14.11 INTERLOCAL AGREEMENT CONSENT FORM: This form is used for vendors to indicate agreement with allowing member districts and qualifying government entities access to any resulting contract or agreement to purchase under an Interlocal Agreement. Such purchases will be made directly with the requesting School district or government entity and GCISD will not serve as collection agency or otherwise administer purchases for or on behalf of other qualifying entities or awarded vendor(s) under any resulting agreement. This form must be completed and returned for a proposal or bid to be considered.

14.12 RESIDENT VENDOR CERTIFICATION: In order for Proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the Proposal. As defined by Texas House bill 602, a “nonresident vendor” means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company of majority owner has its principal place of business in Texas. This form must be completed and returned for a proposal or bid to be considered.

14.13 BUY AMERICAN PROVISION/COMPLIANCE WITH CLEAN AIR AND WATER ACT: School Districts that participate in the National School Lunch Program that makes purchases with funds earned through that program are required to buy domestic commodities or products to the maximum extent possible. This form is included for vendors to certify that products or services sold to GCISD are domestic products. Additional provisions under the USDA require school districts participating in the National School Lunch Program ensure that all contacts that may use funds generated through or by the Program comply with requirements of the Clean Air and Water Act. This form must be completed and returned for a proposal or bid to be considered.

14.14 DEBARMENT OR SUSPENSION CERTIFICATE: This form is required by regulations implementing Executive Order 12549, requiring vendors competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that vendor has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tiered covered transaction. Instructions on determining this information is included in the form. Vendors competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Vendors to disclose any Lobbying Activity identified in the instructions provided with this form. This form must be completed and returned for a proposal or bid to be considered.

14.15 ADDITIONAL INFORMATION: The responsibility for compliance with this solicitation and the subsequent contract shall be with the Bidder/Offeror.

Offerors are expected to provide prompt service that is due under this contract including warranties and identified deliverables. Past performance of Offerors may be a factor in awarding future contracts.

Offerors are expected to deliver service(s)/product(s) per specifications.

Responses to the RFP are due to the District by 3 pm on, Friday, January 30, 2015.

Section 15.0 – Evaluation Form:

15.1 The District will consider all applicable factors in determining which Proposal is in the best interest of the District. The District reserves the right to reject any, all, or any part of the Proposals and to accept any advantage considered beneficial to the District. The District reserves the right to waive any information or minor technicalities or to accept any Proposal deemed advantageous to the District.

15.2 The District will use the Form on the following page to score each proposal and Proposal received. **Vendors must score a minimum of 70 points to be considered for award.**

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HVAC Repair Services – RFP #013-14-15

DUE: January 30, 2015 – 3pm

RFP #013-14-15 – HVAC Repair Services - EVALUATION FORM				
Evaluation and Selection Criteria			Value	Score
1)	The Purchase Price;			
	a)	Proposed revenue and/or price offering for services under this request.	15 pts.	
2)	The reputation of the vendor and of the vendor's goods or services;			
	a)	The respondent's demonstrated competence and experience with similar type services for districts and/or public entities.	15 pts.	
	b)	The respondent's knowledge of HVAC Repair Services, as well as other related fields that may be applicable to the District.	10 pts.	
3)	The quality of the vendor's goods or services;			
	a)	The soundness of the respondent's approach to serving as a HVAC Repair Service provider.	10 pts.	
	b)	The qualifications, education, and experience of the team members proposed to provide services under this process.	10 pts.	
4)	The extent to which the goods or services meet the district's needs;			
	a)	The respondent's knowledge of current procedures and methods related to the scope of this project.	10 pts.	
5)	The vendor's past relationship with the district and other educational institutions;			
	a)	The quality of references from past customers of respondent.	15 pts.	
6)	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;			
	a)	This criterion does not apply as GCISD does not have a HUB inclusion policy;	0 Pts.	
7)	The total long-term cost to the district to acquire the vendor's goods or services;			
	a)	Cost for annual services if multi-year program is proposed.	5 Pts.	
8)	Whether the vendor or the vendor's ultimate parent company or majority owner:			
	a)	has its principal place of business in this state; or	5 Pts.	
	b)	employs at least 500 persons in this state; and	0 Pts.	
9)	Any other relevant factor specifically listed in the request for bids or Proposals.			
	a)	Respondent's capability to provide required licenses.	5 pts.	
		Total	100 Pts.	
Evaluator:				
Signature:			Date:	

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Section 16.0 – Insurance Requirements:

16.1 INSURANCE REQUIREMENTS: The successful Offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. The successful Offeror may be required to provide a copy of insurance coverage according to GCISD Policy CHE (REGULATION). Insurance certificates may contain a provision, or Offeror's signature on this bid/proposal certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given GCISD. Insurance must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the vendor's insurance coverage. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award at the vendor's expense. If the district requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "GCISD, Attn: Risk Manager, 3051 Ira E. Woods Avenue, Grapevine, Texas 76051." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document. Included in this request for Request For Proposal solicitation Item No. 17.17 of this section, is a **Commitment to Provide Insurance Form**. This form is required for contracts in the amount of \$25,000 or greater, and serves as a commitment from the prospective vendor(s) that the required insurance will be obtained and a certificate of such insurance will be furnished to GCISD that meets the insurance requirements of this contract. **This form shall be completed by the Proposer's Insurance broker/agent and returned with your proposal.**

16.1.1 WORKERS' COMPENSATION: Successful Offeror must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$100,000. If required, all vendors submitting bids or proposals shall include a copy of his/her current insurance certificate indicating coverages of the following lines of coverage in the following minimum amounts:

16.1.2 INSURANCE REQUIRMENTS: Contracted projects of any size will be adequately insured. Anyone making a purchase and the purchasing department will verify coverage and will not waive any insurance requirements unless the risk manager has signed a request for waiver form. The chief operations officer will make final waiver approval.

Vendors will not be allowed to begin work until evidence of the required insurance is provided. Proper evidence of insurance will include certificates of insurance and/or additional insured endorsements (when proof of additional insured status is required to ensure that requested coverage has actually been procured). All payments for performance bonds and evidence of insurance will be reviewed before the vendor is

HVAC Repair Services – RFP #013-14-15

DUE: January 30, 2015 – 3pm

awarded a contract or contemporaneously with the execution of a contract, when applicable. Submittals must be verified prior to issuing a purchase order.

Contracts and aggregate contracts below \$25,000 per year have no formal insurance submittals unless required by Purchasing and Risk Management.

All evidence of insurance must have a current issue date when submitted for review (issued within the last 30 days). All contracts must have a waiver of subrogation on the General Liability, Automobile Liability, and Worker’s Compensation.

Certificates submitted for review shall be addressed to the District at the following address:

Grapevine-Colleyville Independent School District
3051 Ira E. Woods Avenue
Grapevine, Texas 76051

16.1.3 COVERAGE AMOUNTS:

The following are insurance requirements for different categories of services with contract amounts from \$25,000 - \$100,000 aggregate.

All contracts must have a waiver of subrogation on the general liability, automobile liability, and workers’ compensation.

A. Services provided by sole proprietors, with exception of medical services:

General Liability:

Bodily injury and property damage	\$500,000 combined single limits/ \$1,000,000 aggregate
-----------------------------------	---

Automobile Liability:

Bodily Injury	\$250,000 per person/ \$500,000 per accident
---------------	---

Property damage	\$250,000
-----------------	-----------

Professional Errors and Omissions	\$1,000,000
--	-------------

HVAC Repair Services – RFP #013-14-15

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Umbrella Policy - **Excess** \$1,000,000 / \$1,000,000 aggregate

- B. Businesses providing accounting services, recreational services, student support services, technology services, legislative consulting services, communication services, professional development services, curriculum and instructional services, non-profit organizations

Workers' Compensation Statutory Limits

Employer's Liability \$500,000 per accident /
\$500,000 per employee

General Liability:

Bodily Injury and Property damage \$500,000 combined single limits/ \$1,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily Injury \$250,000 per person /
\$500,000 per accident

Property damage \$250,000

Professional Errors and Omissions \$1,000,000

Umbrella Policy - Excess \$1,000,000 / \$1,000,000 aggregate

- C. Medical Services, including Psychological or Counseling Services

Workers' Compensation Statutory Limits

Employer's Liability \$500,000 per accident /
\$500,000 per employee

General Liability:

Bodily injury and property damage \$500,000 combined single limits/ \$1,000,000 aggregate

HVAC Repair Services – RFP #013-14-15

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Business Automobile Liability: (Minimum limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily Injury \$250,000 per person /
\$500,000 per accident

Property damage \$250,000

Professional Liability Insurance (Malpractice) \$1,000,000

Umbrella Policy - Excess \$1,000,000 / \$1,000,000 aggregate

D. Security Services

Workers' Compensation Statutory Limits

Employer's Liability \$500,000 per accident /
\$500,000 per employee

General Liability:

Bodily injury and property damage \$500,000 combined single
limits/ \$1,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily Injury \$250,000 per person /
\$500,000 per accident

Property damage \$250,000

Professional Errors and Omissions \$1,000,000

Umbrella Policy - Excess \$1,000,000 / \$1,000,000 aggregate

E. Transportation Services

Workers' Compensation Statutory Limits

Employer's Liability \$500,000 per accident /
\$500,000 per employee

HVAC Repair Services – RFP #013-14-15

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General Liability:

Bodily Injury & Property damage \$500,000 combined single limits/ \$1,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Combined Single Limits \$1,000,000

Umbrella Policy - Excess \$1,000,000 / \$1,000,000 aggregate

F. Armored Car Services

Workers' Compensation Statutory Limits

Employer's Liability \$500,000 per accident / \$500,000 per employee

General Liability:

Bodily Injury and property damage \$500,000 combined single limits/ \$1,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily Injury \$250,000 per person / \$500,000 per accident

Property damage \$250,000

All Risk Armored Car Cargo Liability \$1,000,000

Umbrella Policy - Excess \$1,000,000 / \$1,000,000 aggregate

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The following are insurance requirements for different categories of services with contract amounts above \$100,000.

All contracts over \$100,000 must have a waiver of subrogation on the general liability, automobile liability and the workers' compensation. They must also name the District as an additional insured on the general liability and automobile liability.

A. Services provided by sole proprietors, with exception of medical services

General Liability:

Bodily injury and property damage \$1,000,000 combined single limits / \$2,000,000 aggregate

Automobile Liability:

Bodily injury \$250,000 per person / \$500,000 per accident

Property damage \$250,000

Professional Errors and Omissions \$1,000,000

Umbrella Policy -Excess \$1,000,000 / \$1,000,000 aggregate

B. Businesses providing accounting services, recreational services, student support services, technology services, legislative consulting services, communication services, professional development services, curriculum and instructional services, non-profit organizations

Workers' Compensation Statutory limits

Employer's Liability \$500,000 per accident / \$500,000 per employee

General Liability

Bodily injury and property damage \$1,000,000 combined single limits / \$2,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

HVAC Repair Services – RFP #013-14-15

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Bodily injury \$250,000 per person / \$500,000 per accident

Property damage \$250,000

Professional Errors and Omissions \$1,000,000

Umbrella Policy - Excess \$1,000,000 / \$1,000,000 aggregate

C. Medical services, including psychological or counseling services

Workers' Compensation Statutory limits

General Liability

Bodily injury and property damage \$1,000,000 combined single limits / \$2,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily injury \$250,000 per person / \$500,000 per accident

Property damage \$250,000

Professional Liability Insurance (Malpractice) \$1,000,000

Umbrella Policy - Excess \$1,000,000 / \$1,000,000 aggregate

D. Security services

Workers' Compensation Statutory limits

Employer's Liability \$500,000 per accident / \$500,000 per employee

General Liability

Bodily injury and property damage \$1,000,000 combined single limits / \$200,000 aggregate

HVAC Repair Services – RFP #013-14-15

DUE: January 30, 2015 – 3pm

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily injury \$250,000 per person /
\$500,000 per accident

Property damage \$250,000

Professional Errors and Omissions \$1,000,000

Umbrella Policy - Excess \$1,000,000 /
\$1,000,000 aggregate

E. Transportation services

Workers' Compensation Statutory limits

Employer's Liability \$500,000 per accident /
\$500,000 per employee

General Liability

Bodily injury and property damage \$1,000,000 combined single limits /
\$2,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Combined single limits \$1,000,000

Umbrella Policy - Excess \$1,000,000 /
\$1,000,000 aggregate

F. Armored car services

Workers' Compensation Statutory limits

Employer's Liability \$500,000 per accident /
\$500,000 per employee

General Liability:

HVAC Repair Services – RFP #013-14-15

DUE: January 30, 2015 – 3pm

Bodily injury and property damage \$1,000,000 combined single limits /
\$2,000,000 aggregate

Business Automobile Liability: for Owned, Scheduled, Non-Owned, or Hired Automobiles

Bodily injury \$250,000 per person /
\$500,000 per accident

Property damage \$250,000

All Risk Armored Car Cargo Liability \$1,000,000

Umbrella Policy - Excess \$1,000,000 /
\$1,000,000 aggregate

All insurance policies proposed or obtained in satisfaction of these requirements will comply with the following general specifications, and will be maintained in compliance with these general specifications throughout the duration of the contract, or longer, if noted:

1. Each policy will be issued by a company authorized to do business in the state of Texas with an A. M. Best Company rating of at least A-.
2. Liability policies will be endorsed to provide the following:
 - Name as additional insured the District, its officials, agents, and employees.
 - That such insurance is primary and non-contributing to any other insurance available to the additional insured.
 - All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.
 - Should any of the required insurance be provided under a claims-made form, the contractor will maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract will be covered.
 - Evidence of insurance must be attached to the agreement.

Section 17.0 – Response Form:

From: _____

Company Name

Address

City/State/Zip

Area Code/Telephone Number

Fax Number

Email Address

Federal Tax Identification Number

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions and Specifications contained herein, and that if accepted by the Grapevine-Colleyville Independent School District, all of the provisions are part of a binding contract between the Grapevine-Colleyville Independent School District and our company.

I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same contract, and is in all ways fair and without collusion of fraud.

Owner or Legally Authorized Representative

Title

Signature

Date

Remittance Address (if different):

Company Name

Representative Name

Address

City / State / Zip

Area Code / Telephone Number

Representative Email Contact

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THIS PAGE MUST BE RETURNED WITH THE RFP

HVAC Repair Services – RFP #013-14-15

DUE: January 30, 2015 – 3pm

1. Total Price Per Hour, Per Man, Per Job Site for Evaluation and Repairs

NORMAL BUSINESS HOURS: (7:30 a.m. to 4:30 p.m.)

HVAC Technician \$ _____

Other _____ \$ _____

LABOR RATE EVENING HOURS: (after 4:30 p.m.)

HVAC Technician \$ _____

Other _____ \$ _____

LABOR RATE WEEKEND HOURS: (Saturday and Sunday)

HVAC Technician \$ _____

Other _____ \$ _____

LABOR RATE HOLIDAY HOURS:

HVAC Technician \$ _____

Other _____ \$ _____

2. Total annual price to provide water treatment services as specified: \$ _____

3. Total Contractor mark-up of all materials and parts: _____%

4. Guaranteed Response time (Not Later Than):

Normal Business Hours (Non-Emergency) _____

Normal Business Hours (Emergency) _____

Evening Hours (Emergency) _____

Weekends (Emergency) _____

Holidays (Emergency) _____

5. Please list all fees included in your service:

HVAC Repair Services – RFP #013-14-15

DUE: January 30, 2015 – 3pm

Tool Fees	\$ _____
Recovery Fees	\$ _____
Other Fees	\$ _____
	\$ _____
	\$ _____

Does your company accept Purchase Orders? YES _____ NO _____

Please list account representative name and phone number(s) to whom the Assistant Director, Facility Services Department would contact for services under this RFP:

Contact Name: _____

Phone Number: _____

Please provide any additional information regarding your company or services that would be beneficial knowledge: _____

HVAC Repair Services – RFP #013-14-15
DUE: January 30, 2015 – 3pm

HVAC Repair Services – RFP #013-14-15

DUE: January 30, 2015 – 3pm

REFERENCES

List below three (3) educational references for whom you have provided HVAC repair and water treatment services to in the past 12 months.

1. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

2. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

3. _____
Institution Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

2012 North Texas Commercial Construction Industry Wage Survey



Conducted by the
North Texas Construction Industry



Compiled by the
Lane Gorman Trubitt, PLLC Construction Group

Classification	Average Basic Hourly Rate	Average Health & Welfare	Average Pension	Average Vacation	Average Total Package
AC Mechanic	\$25.24	\$3.34	\$0.28	\$1.78	\$30.64
AC Mechanic Helper	\$13.67	\$3.99	\$0.22	\$0.53	\$18.40
Acoustical Ceiling Installer	\$16.83	\$1.12	\$0.05	\$0.62	\$18.63
Acoustical Ceiling Installer Helper	\$12.70	\$0.81	\$0.04	\$0.36	\$13.91
Bricklayer/Stone Mason	\$19.45	\$1.00	\$0.00	\$0.00	\$20.45
Bricklayer/Stone Mason Trainee	\$13.31	\$1.00	\$0.00	\$0.00	\$14.31
Bricklayer/Stone Mason Helper	\$10.91	\$0.81	\$0.00	\$0.00	\$11.72
Carpenter	\$17.75	\$1.89	\$0.16	\$0.62	\$20.41
Carpenter Helper	\$14.32	\$0.78	\$0.12	\$0.48	\$15.70
Concrete Cutter/Sawer	\$17.00	\$0.00	\$0.00	\$0.65	\$17.65
Concrete Cutter/Sawer Helper	\$11.00	\$0.00	\$0.00	\$0.00	\$11.00
Concrete Finisher	\$15.77	\$1.41	\$0.00	\$0.83	\$18.00
Concrete Finisher Helper	\$11.00	\$0.00	\$0.00	\$0.00	\$11.00
Concrete Form Builder	\$15.27	\$1.26	\$0.00	\$0.80	\$17.33
Concrete Form Builder Helper	\$11.00	\$0.00	\$0.00	\$0.00	\$11.00
Drywall Mechanic	\$15.36	\$0.92	\$0.14	\$0.56	\$16.98
Drywall Helper	\$12.54	\$0.81	\$0.04	\$0.36	\$13.75
Drywall Taper*	\$15.00	\$0.07	\$0.00	\$0.00	\$15.07
Drywall Taper Helper*	\$11.50	\$0.07	\$0.00	\$0.00	\$11.57
Electrician (Journeyman)	\$19.63	\$1.23	\$0.13	\$1.44	\$22.43
Electrician Apprentice (Helper)	\$15.64	\$1.52	\$0.12	\$1.28	\$18.56
Electronic Technician*	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
Floor Layer*	\$18.00	\$0.00	\$0.00	\$0.00	\$18.00
Floor Layer Helper*	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
Glazier	\$21.03	\$3.01	\$0.00	\$0.00	\$24.04
Glazier Helper	\$12.81	\$3.01	\$0.00	\$0.00	\$15.82

Insulator*	\$16.59	\$0.29	\$0.12	\$0.08	\$17.08
Insulator Helper*	\$11.21	\$0.36	\$0.11	\$0.13	\$11.81
Laborer Common	\$10.89	\$1.36	\$0.04	\$1.97	\$14.28
Laborer Skilled	\$14.15	\$1.61	\$0.00	\$2.40	\$18.16
Lather	\$12.99	\$0.19	\$0.19	\$0.19	\$13.56
Metal Building Assembler*	\$16.00	\$1.56	\$0.63	\$0.00	\$18.19
Metal Building Assembler Helper*	\$12.00	\$1.56	\$0.63	\$0.00	\$14.19
Metal Installer* (Miscellaneous)	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00
Metal Installer Helper* (Miscellaneous)	\$11.00	\$0.00	\$0.00	\$0.00	\$11.00
Metal Stud Framing	\$16.12	\$0.81	\$0.04	\$0.45	\$17.42
Metal Stud Framing Helper	\$12.54	\$0.81	\$0.04	\$0.36	\$13.75
Painter	\$16.44	\$0.27	\$0.27	\$0.27	\$17.25
Painter Helper*	\$9.98	\$0.61	\$0.02	\$0.09	\$10.70
Pipefitter	\$21.22	\$1.65	\$0.48	\$1.48	\$24.83
Pipefitter Helper	\$15.39	\$0.95	\$0.00	\$0.19	\$16.52
Plasterer	\$16.17	\$0.25	\$0.25	\$0.25	\$16.92
Plasterer Helper*	\$12.85	\$0.05	\$0.00	\$0.00	\$12.90
Plumber	\$21.98	\$2.47	\$0.00	\$1.83	\$26.28
Plumber Helper	\$15.85	\$0.91	\$0.00	\$1.77	\$18.53
Reinforcing Steel Setter	\$12.87	\$0.70	\$0.00	\$0.12	\$13.69
Reinforcing Steel Setter Helper	\$11.08	\$0.00	\$0.00	\$0.00	\$11.08
Roofer	\$16.90	\$0.00	\$0.00	\$0.00	\$16.90
Roofer Helper	\$11.15	\$0.00	\$0.00	\$0.00	\$11.15
Sheet Metal Worker	\$16.35	\$1.90	\$0.57	\$0.97	\$19.79
Sheet Metal Worker Helper	\$13.11	\$1.41	\$0.22	\$0.60	\$15.34
Sprinkler System Installer*	\$19.17	\$1.68	\$0.33	\$0.33	\$21.52
Sprinkler System Installer Helper*	\$14.15	\$1.28	\$0.34	\$0.31	\$16.07
Steel Worker Structural	\$17.00	\$0.00	\$0.00	\$0.33	\$17.33
Steel Worker Structural Helper*	\$13.74	\$1.37	\$0.39	\$0.09	\$15.59
Waterproofing*	\$15.00	\$3.75	\$0.68	\$0.45	\$19.88
Equipment Operators					
Concrete Pump*	\$18.50	\$0.00	\$0.00	\$0.00	\$18.50
Crane, Clamshell, Backhoe, Derrick, D'Line Shovel	\$19.31	\$2.03	\$0.00	\$1.79	\$23.12
Forklift	\$16.45	\$0.95	\$0.03	\$0.27	\$17.70
Foundation Drill Operator*	\$22.50	\$0.00	\$0.00	\$0.00	\$22.50
Front End Loader	\$16.97	\$1.43	\$0.00	\$0.66	\$19.07
Truck Driver	\$16.77	\$1.73	\$0.07	\$2.79	\$21.37
Welder	\$19.96	\$1.51	\$0.00	\$1.04	\$22.50
Welder Helper	\$13.00	\$1.77	\$0.00	\$0.25	\$15.02

**Note: Due to no response for 2012 data, the averages listed are from the wage survey conducted in 2009.*

EXHIBIT – B

GCISD CHILLER and BOILER EQUIPMENT LOCATIONS And List of HVAC Equipment

Colleyville Heritage High School

- Open loop condenser
- Closed loop chill water & heating
- 2 cooling towers
- 3 water cooled chillers

Grapevine High School

- Open loop condenser
- 2 closed loop chill water & heating
- 1 cooling tower
- 4 water cooled chillers

Cross Timbers Middle School

- Closed loop chilled & heating water

Grapevine Middle School

- Closed loop chilled & heating water

Heritage Middle School

- Closed loop chilled & heating water

Bear Creek Elementary School

- Closed loop chilled & heating water

Bransford Elementary School

- Closed loop chilled & heating water

Cannon Elementary School

- Closed loop chilled & heating water

Heritage Elementary School

- Closed loop chilled & heating water

O.C. Taylor Elementary School

- Closed loop chilled & heating water

Swim Center

- Closed loop chilled & heating water

Timberline

- Closed loop heating water

List of HVAC Equipment

- Air cooled chillers – 19
- Boilers – 25
- Air handling units – 96
- Pumps – 64
- Roof top units – 831
- Fan coil units – 177
- VAV boxes - 579

Grapevine  **Colleyville**
 Independent School District

**PURCHASING DEPARTMENT
 FORMS CHECKLIST – GENERAL PROCUREMENT**

BID NO.: Check If Included	RFP #013-14-15	BID TITLE: FORM TITLE:	ACTION REQUIRED
		HVAC Repair Services	
_____		GCISD FORMS CHECKLIST – GENERAL PROCUREMENT	COMPLETE
_____		PROCUREMENT RESPONSE COVER SHEET	COMPLETE
_____		PROCUREMENT RESPONSE SHIPPING LABEL (IF NEEDED)	COMPLETE
_____		PROCUREMENT PROPOSAL/BID RESPONSE FORM/PRICING MATRIX	COMPLETE
_____		BID/PROPOSAL OFFER FORM	COMPLETE
N/A		PROPOSAL QUESTIONNAIRE	COMPLETE
_____		NO BID NOTIFICATION (IF APPLICABLE)	COMPLETE
_____		AFFIDAVIT OF AUTHORITY AND NON-COLLUSION	COMPLETE
_____		STATEMENT OF COMPLIANCE/DEVIATION FORM	COMPLETE
_____		FELONY CONVICTION AND CRIMINAL HISTORY NOTICE	COMPLETE
_____		CONFLICT OF INTEREST DISCLOSURE STATEMENTS	COMPLETE
_____		IRS FORM - W-9	COMPLETE
_____		GRAPEVINE-COLLEYVILLE ISD CONTRACTOR CERTIFICATION	COMPLETE
_____		EPCNT INTERLOCAL AGREEMENT CONSENT FORM	COMPLETE
_____		RESIDENT BIDDER'S CERTIFICATION	COMPLETE
_____		DEBARMENT OR SUSPENSION CERTIFICATE	COMPLETE
_____		COMMITMENT TO PROVIDE INSURANCE FORM	COMPLETE



Purchasing Department

Cover Sheet

For

Request for Proposal

BID NUMBER: RFP #013-14-15

BID TITLE: HVAC Repair Services

SUBMITTAL DUE DATE: January 30, 2015

SUBMITTAL DUE TIME: 3:00 P.M.

**SUBMITTAL ADDRESS: Grapevine-Colleyville Independent School District
Purchasing Department
3051 Ira E. Woods Avenue
Grapevine, Texas 76051**

PLEASE COMPLETE THE FOLLOWING REQUIRED INFORMATION AND MAKE THIS THE COVER TO YOUR RESPONSE:

COMPANY NAME: _____

COMPANY ADDRESS: _____

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIP CODE

TELEPHONE NO.: (_____) _____ - _____

FAX NO.: (_____) _____ - _____

E-MAIL ADDRESS: _____ @ _____ . _____

SUBMITTED BY: _____

(PLEASE PRINT)

TITLE

SIGNATURE: _____

SIGNATURE

THIS PAGE MUST BE RETURNED AS THE COVER TO YOUR PROPOSAL RESPONSE

FROM: _____

Box _____ of _____

**SHIP TO ADDRESS: Grapevine-Colleyville Independent School District
Attn: Purchasing Department
3051 Ira E. Woods Avenue
Grapevine, Texas 76051**

**CONTENTS: BID RESPONSE
BID NUMBER: RFP #013-14-15
BID TITLE: HVAC REPAIR SERVICES
BID DUE DATE: JANUARY 30, 2015
TIME DUE: 3:00 P.M.**

FOLD OR CUT HERE

FROM: _____

Box _____ of _____

**SHIP TO ADDRESS: Grapevine-Colleyville Independent School District
Purchasing Department
3051 Ira E. Woods Avenue
Grapevine, Texas 76051**

**CONTENTS: BID RESPONSE
BID NUMBER: RFP #013-14-15
BID TITLE: HVAC REPAIR SERVICES
BID DUE DATE: JANUARY 30, 2015
TIME DUE: 3:00 P.M.**

FOLD OR CUT HERE

NO BID NOTIFICATION

BID NO.: RFP #013-14-15 **BID TITLE:** HVAC Repair Services

The Grapevine-Colleyville Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

REASON(S) FOR NO RESPONSE - Please mark all those that apply to your circumstances.

- Could not meet specification requirements.
- Do not supply the requested product.
- Did not have time to prepare a Proposal response.
- Cannot take additional jobs due to present workload.
- Quantities offered are too small or too large to be supplied by my company.
 (Please check one)
- Could not be price competitive.
- Could not propose due to illness.
- Could not set price with manufacturer.
- Could not meet insurance requirements.
- Could not meet bonding requirements.
- Time frame for bidding was too short for my organization.
- Cannot bid against manufacturer or jobber on this item. (please circle one of the underlined)
 Specifications are "too tight" or written around a particular product. Please elaborate:

Not awarded a contract by GCISD when you felt you were low bidder.

Other, please state reason: _____

Please indicate your choice for remaining on GCISD's bid list (check one box):

I wish to remain on bid list for future bids I do not wish to remain on bid list

Name of Company	Phone	Date
Address	City	State Zip
Signature	Printed Name	Title

THIS PAGE MUST BE RETURNED WITH RESPONSE (if NOT RESPONDING)

AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

BID NO.: RFP #013-14-15 BID TITLE: HVAC REPAIR SERVICES

STATE OF: _____)

COUNTY OF: _____)

_____, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the Proposal to submit the attached Proposal. Affiant further states that the proposer has not been a party to any collusion among Proposals/proposers in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from proposing; or with any state official, District employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Proposals/proposers and any state official, District employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

CONTRACTOR'S NAME: _____

ADDRESS

: _____
City State Zip

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

E-Mail: _____ @ _____

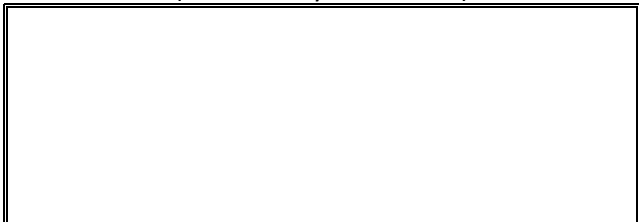
AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed) TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL: _____

The claim contained within this affidavit is subscribed and sworn before me, a Notary Public, this _____

day of _____, 20 _____.

(Affix Notary Seal Below)



Notary Public Signature

Print Name: _____

My Commission Expires: _____

THIS PAGE MUST BE RETURNED WITH PROPOSAL RESPONSE

**FELONY CONVICTION AND
CRIMINAL HISTORY NOTICE**

BID NO.: RFP #013-14-15 **BID TITLE:** HVAC REPAIR SERVICES

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a public entity must give advance notice to the public entity if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a public entity may terminate a contract with a person or business entity if the public entity 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 public entity 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 the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction: _____

Signature of Company Official: _____

THIS PAGE MUST BE RETURNED WITH PROPOSAL RESPONSE

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is 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 *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

GRAPEVINE-COLLEYVILLE ISD CONTRACTOR CERTIFICATION

BID NO.: RFP #013-14-15 **BID TITLE:** HVAC Repair Services

Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Company/contractor agrees to check the criminal history of personnel being provided to GCISD under the agreement pursuant to Chapter 22, Subchapter C, Section 22.0834 of the Texas Education Code and hereby certifies that company/contractor has received all criminal history record information on said personnel. **Furthermore, company/contractor agrees to provide only those personnel with an appropriate background pursuant to Chapter 22, Subchapter C, Section 22.085 of the Texas Education Code.**

On behalf of _____ ("Contractor"), I certify that [check one]:

None of Contractor's employees are **covered employees**, as defined above.

Or

Some or all of Contractor's employees are **covered employees**. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Printed Name

Title

Signature

Date

THIS PAGE MUST BE RETURNED WITH RESPONSE

1.0 INTERLOCAL AGREEMENT CLAUSE: With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

2.0 AUTHORITY: EPCNT is authorized by the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.

- 3.0 DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
- 3.1 Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
 - 3.2 Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
 - 3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
 - 3.4 Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

- 4.0 PURCHASING AUTHORITY:**
- 4.1 All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity, or interaction of its members, shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
 - 4.2 The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or to contractually bind its Members or Participants.
 - 4.3 The Master Agreement and all associated transactions are governed by all applicable state and federal laws. All actions of this alliance are governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Tarrant County, Texas.

5.0 AGREEMENT CONSENT ACKNOWLEDGEMENT: Several governmental entities around the Grapevine-Colleyville Independent School District have indicated an interest in being included in this purchasing alliance and have elected to be subject to the Master Agreement. If these governmental entities have elected to participate in this particular procurement contract, do you (the vendor) agree that all terms, conditions, specifications, and pricing apply to and are available to those entities?

Yes No

If you (the Vendor) checked yes, the following will apply: Governmental entities utilizing Interlocal Government contracts with the Grapevine-Colleyville Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. Purchases made by governmental entities other than the Grapevine-Colleyville Independent School District will be billed directly from the vendor and will pay the vendor directly. The Grapevine-Colleyville Independent School District will not be responsible for another governmental entity's transactions and debts. Each governmental entity will order its own materials/services as needed. A listing of current EPCNT members is available at <http://www.epcnt.com>.

Printed Name:

Signature

Date

THIS PAGE MUST BE RETURNED WITH RESPONSE

RESIDENT BIDDER'S CERTIFICATION

BID NO.: RFP #013-14-15 **BID TITLE:** HVAC Repair Services

Texas Government Code Chapter 2252.001A (3) and (4) defines "nonresident bidder" and "resident bidder" as follows:

Chapter 2252.001A (3) "Nonresident bidder" refers to a person who is not a resident.

Chapter 2252.001A (4) "Resident bidder" refers to a person whose principal place of business is in this state (Texas), including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

Chapter 2252.002 states "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 the state in which the nonresident's principal place of business is located."

I certify that _____ is a resident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

Signature: _____

Print Name: _____

I certify that _____ is a nonresident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

City and State: _____

Signature: _____

Print Name: _____

THIS PAGE MUST BE RETURNED WITH RESPONSE

DEBARMENT OR SUSPENSION CERTIFICATION FORM

BID NO.: RFP #013-14-15 BID TITLE: HVAC Repair Services

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this Firm:

- (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

FIRM'S NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____ + _____

PHONE: (____) ____ - _____

FAX: (____) ____ - _____

E-MAIL: _____ @ _____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE:

THIS PAGE MUST BE RETURNED WITH PROPOSAL RESPONSE

**PURCHASING DEPARTMENT
 COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT**

If the Bidder shown below is awarded this contract by Grapevine-Colleyville ISD, bidder will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to the Grapevine-Colleyville ISD Purchasing Department, meeting all of the insurance requirements in this bid.

Insurance Coverage Required:	Each Person	Each Occurrence
Bodily Injury Liability:	\$100,000.00	\$300,000.00
Personal Injury Liability:	\$100,000.00	\$300,000.00
Property Damage Liability:		\$100,000.00
Worker's Compensation:	Contractor shall provide all necessary Workman's Compensation Insurance as may be required under local, state and federal law.	

Agent's Name: _____

Agency Name: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____ - _____

Telephone No: (_____) _____ - _____ **Fax No:** (_____) _____ - _____

Bidder's Name: _____

Company Name: _____

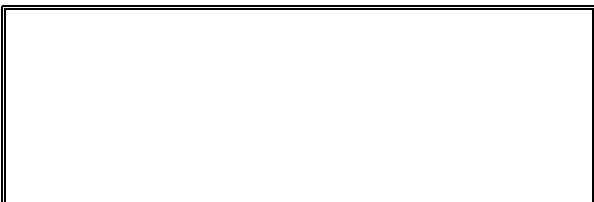
Project/Bid No. and Title: _____

Insurance Agent/Broker Signature: _____ **Date:** _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award. If the above ten day requirement is not met, the Grapevine-Colleyville Purchasing Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications.

Bidder's Signature: _____ **Date:** _____

Certified this: _____ day of _____, 20____, by _____
(Affix Notary Seal below) Notary Public



 My Commission Expires on _____

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