

**NOTICE TO VENDORS**

Sealed proposals addressed to Kevin Thomas, Jacksboro High School, 1400 N Main St, Jacksboro, Texas 76458, will be received until:

**Monday, June 28, 2010 @ 3:00 P.M. FOR A LIVESTOCK FACILITY**

Proposals will not be publicly opened and read. Any additional information regarding this proposal may be obtained by calling the Kevin Thomas at (940) 507-0772.

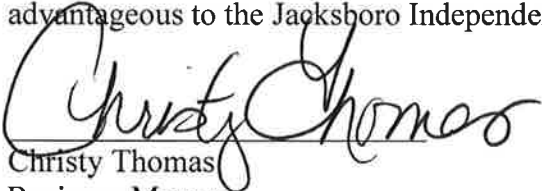
**SEALED PROPOSALS SHOULD BE PLAINLY MARKED AS SHOWN**

**LIVESTOCK FACILITY RFP # 1-0910  
JACKSBORO HIGH SCHOOL  
1400 N MAIN ST  
JACKSBORO, TX 76458**

**SEALED PROPOSAL FOR LIVESTOCK FACILITY**

Any proposal received later than the specified time, whether delivered in person or mailed shall be disqualified.

Proposals may be submitted on any or all items, unless stated otherwise. The Trustees reserved the right to reject any or all proposals and to accept any proposal deemed most advantageous to the Jacksboro Independent School District.

  
Christy Thomas  
Business Manager

**JACKSBORO INDEPENDENT SCHOOL DISTRICT  
119 N 4<sup>th</sup> ST  
JACKSBORO, TEXAS 76458**

**BID FORM**

I/we, having carefully read and understand the General Conditions and Contract Specifications, agree to enter into a contract with the Jacksboro Independent School District.

I/we, by signature and execution of this bid, agree to the specified instructions herein. The bidder certifies and represents to the District that it has not now and will not in the future order, confer or agree to confer monetary benefit or other item of value to any District employee or trustee in connection with information, submission, award of this bid or the performance, delivery or sale according to this bid.

Vendor: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax #: \_\_\_\_\_

Authorized Bidder: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Bidder: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

**PRICE FOR CONSTRUCTION OF LIVESTOCK FACILITY** \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### INSTRUCTIONS APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF PROPOSAL.

1. Before submitting a proposal, all vendors shall become familiar with all documents specified herein.
2. The vendor will complete and return the enclosed proposal form. The proposal form shall be endorsed by the authorized bidding agent for this proposal. The authorized bidding agent must manually execute his/her signature and title. Failure to comply with this instruction could result in disqualification of this proposal.
3. Only one copy of the proposal shall be submitted. The proposal is to be enclosed in a sealed envelope, plainly marked LIVESTOCK FACILITY # 1-0910. They may be mailed or delivered in person to Kevin Thomas, Jacksboro High School, 199 N 4<sup>th</sup> ST, Jacksboro, Texas 76458 prior to the opening deadline.

Late proposals will not be accepted and will be returned unopened.

Faxed proposals will not be accepted.

4. Proposals must show the unit price and extension for the specified quantity and shall include transportation F.O.B. Jacksboro Independent School District. In case of error in extended prices, unit prices shall govern.
5. Amendments to proposals, once filed, may be submitted in a sealed envelope only, properly identified and prior to the opening time. Proposals will represent a true and correct statement and shall contain no clause for claim or omission or error.
6. No proposal may be withdrawn within sixty (60) days after the opening date without prior written approval of the Jacksboro Independent School District.
7. The Jacksboro Independent School District is exempt from taxation under the Sales Tax and Use Tax Laws and the bidder shall not include any such taxes. Upon written request, tax exemption information will be provided by the Jacksboro Independent School District Business Office.

## JACKSBORO INDEPENDENT SCHOOL DISTRICT

### TERMS AND GENERAL CONDITIONS

Jacksboro Independent School District is requesting proposals on merchandise, supplies, and/or equipment set forth in the Proposal, and that vendors certify that:

1. All delivery charges - freight, inside delivery, installation, etc. - are included in the proposal. Delivery will be F.O.B. Destination, Jacksboro, Texas.
2. A packing list or other suitable shipping documents shall accompany each shipment and show: (a) name and address of vendor, (b) District Purchase Order number, and (c) description of material shipped including item numbers, quantity, number of containers, and package number, if any.
3. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the school district. Cancellation by the Jacksboro Independent School District may be made upon thirty (30) days written notice to the successful vendor. The Jacksboro Independent School District shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.
4. All prices must be guaranteed for a minimum of six (6) months from the date of the award.
5. The proposal award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Total Bid Price
  - c. Delivery Date
  - d. Results of Testing Sample
  - e. Special needs of Jacksboro Independent School District
  - f. Jacksboro Independent School District's experience with Products Bid
  - g. Vendor's past performance record with Jacksboro Independent School District
  - h. Bid Evaluation Criteria
  - I. Probability of Continued Availability
6. Invoices shall be sent directly to the Jacksboro Independent School District, 119 N 4<sup>th</sup> St, Jacksboro, Texas 76458. Payments are processed after the Business Office has been notified that the items have been received in good condition and no unauthorized signatures have been made. Invoices must detail the items delivered and must reference the Jacksboro Independent School District's Purchase Order Number for speed in processing.

7. Brands of equal quality or type are acceptable, but substitutions must be noted on the proposal. We reserve the right to make final decisions as to comparable items. Be very certain that items upon which you propose and deliver are EQUAL to items listed. Materials which are not equal shall be returned to the supplier transportation charges collect.
8. All contracts, agreements, and lease purchases between merchants and the Jacksboro Independent School District shall strictly adhere to the statutes as set forth in the Texas School Law Bulletin 679, Financial Accounting Manual of the Texas Education Agency.
9. Cash discounts offered may be considered in determining the successful supplier. Cash discount period shall start from date of receipt of acceptable invoice or form date of receipt of acceptable material, whichever is the later.
10. Patented or Copyright Protected Items: In the event any article to be sold or delivered thereunder is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless the Jacksboro Independent School District from any and all loss, cost, expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale, or use of such article in violation of infringement or the like of rights under such patent, copyright, trademark, or application.
11. A decision to award the contract will be made by the School Board.
12. Guarantee: A minimum of ninety (90) days guarantee or standard commercial warranty, whichever is greater, shall be provided on all materials. In the event of failure, the vendor agrees to repair or replace such units at not cost to Jacksboro Independent School District.
13. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.
14. Samples, when required, must be submitted within the time specified, at no expense to the School District. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- 15. Vendors awarded a construction proposal will be required to provide to the District a certificate of asbestos free environment and must follow ADA guidelines in construction.**

## GENERAL CONDITIONS

### 1.0 SCOPE OF PROPOSAL

1.1 It is the intention of Jacksboro Independent School District to contract:  
LIVESTOCK FACILITY

1.2 This bid is in six (6) parts: Notice to Bidders, Instructions to Bidders, General Conditions, Responsibilities of Vendors and Manufacturers, Contract Specifications, and Bid Form.

### 2.0 APPLICABILITY

These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and proposal forms.

### 3.0 DESCRIPTION OF ITEMS

Any brand/manufacturer/trade names and/or model numbers, where listed are used for the purpose of brevity in describing an item and unless stated otherwise is used only to indicate type and quality of material. It is not the School District's intent to limit consideration of an approved equal. Descriptive information and product specifications must be provided and where appropriate, a sample may be requested for any items other than the referenced item.

### 4.0 SPECIFICATIONS

The proposal bidder shall note in writing any deviations from specifications and shall submit those changed specifications as alternates.

### 5.0 QUANTITIES REQUIRED

These are substantially correct, but the School District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the bidder. Additional purchases are not to exceed 25% of the original purchase.

### 6.0 DELIVERY DATE

As part of the proposal, bidders must supply the projected delivery date. If delays are foreseen, bidders will give written notice to the Business Office at which time extensions will be taken under advisement.

## 7.0 CUTS, DRAWINGS, CATALOG REFERENCE, DESCRIPTION

When cuts, drawings, catalog references or detailed descriptions are required to support the proposal, it is understood that whatever is submitted with the proposal will represent what the bidder is actually offering.

## 8.0 CONTRACT

The awarded contract will be put into effect by means of a purchase order issued by the Business Office.

## 9.0 TERMS OF PAYMENT

Payments for contract completion will be available within thirty (30) days of delivery, acceptance, and inspection of the merchandise by the School District and receipt of invoice from vendor.

## 10.0 INSPECTION REQUIREMENTS

Final inspection will be made at the site after delivery. In case of rejection of items due to failure of meeting contract requirements, the vendor shall promptly remove such rejected or damaged items and replace them by delivering to the same inspection point, those items that meet the contract requirements without any additional expense to the owner for freight or other related charges.

## 11.0 DELAYS AND DEFAULTS

In case of default of the vendor, Jacksboro Independent School District reserves the right to terminate the contract agreement and to purchase equal in the open market.

## 12.0 QUESTIONS

Those concerning this bid shall be addressed to Kevin Thomas, Jacksboro High School, 119 N 4<sup>th</sup> ST, Jacksboro, TX 76458 (940) 507-0772.

## 13.0 DISCLOSURES

By signing the proposal, a bidder 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.

Bidder shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

By signing this proposal, a bidder 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 bidders in the award of the proposal.

#### 14.0 AWARD OF CONTRACT

The Jacksboro Independent School District reserves the right to reject any and all proposals, to award the contract for any item as it may appear most advantageous to the District, and to waive all formalities in the bidding process. The School District reserves the right to negotiate the contract with any and all bidders as it deems appropriate.

14.1 The Jacksboro Independent School District reserves the right to award the contract to one vendor or multiple vendors.

14.2 The Jacksboro Independent School District may award a contract for any or all sections of this proposal.

#### 15.0 INSURANCE

Contractors will be required to provide proof of insurance; such as general liability, workman's compensation insurance as required by rule 28 TAC 110.110(c)(7) and any other insurance the project would require.

#### 16.0 NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. Required by Texas Education Code 44.034

## RESPONSIBILITIES OF VENDORS AND MANUFACTURERS

- A. The responsibility for compliance with these item specifications shall be with the vendors and manufacturers.
- B. Vendors and/or manufacturers are expected to provide prompt service that is due under warranty.
- C. All items awarded are to be delivered in good condition.
- D. New equipment shall be delivered complete and ready for operation to the Jacksboro Independent School District.
- E. Vendors are to advise the District of order status.
- F. The vendor agrees to protect the District from recourse and all claims arising from patent copyright infringement.
- G. All transportation charges for samples of items, as requested, shall be borne by the vendor.
- H. Material Safety Data Sheets are to accompany all products that are deemed a potential hazard in consumer usage. It will be the vendors and manufacturers responsibility to assure that all necessary data be supplied with the delivery date of items at the Jacksboro Independent School District.

## Swine Barn

### Materials List

3- 3ft Metal Doors

1- 8ft roll up door

30'X 26' Spray Foam Insulated at 1"

10' X 100' Spray Foam Insulated at 1"

All Concrete will be light broom finished

20 Pens w 2x6 raised concrete curbs

16 Duplex 20 amp receptacles in weather proof conduit and outdoor boxes

100 amp breaker panel

10 HO Fluorescent lights

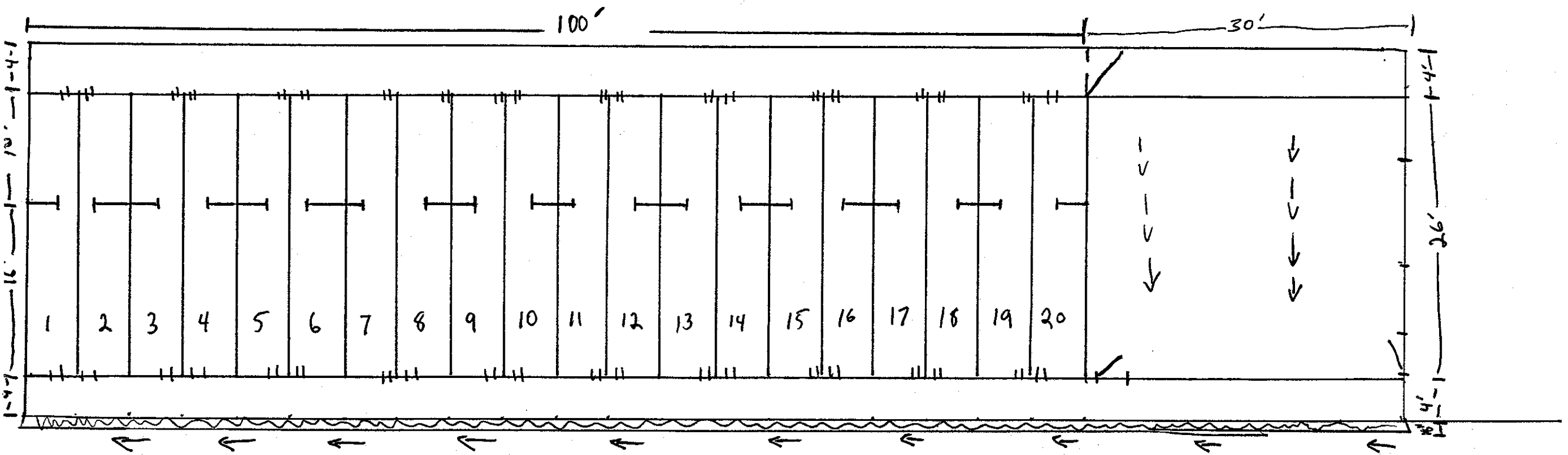
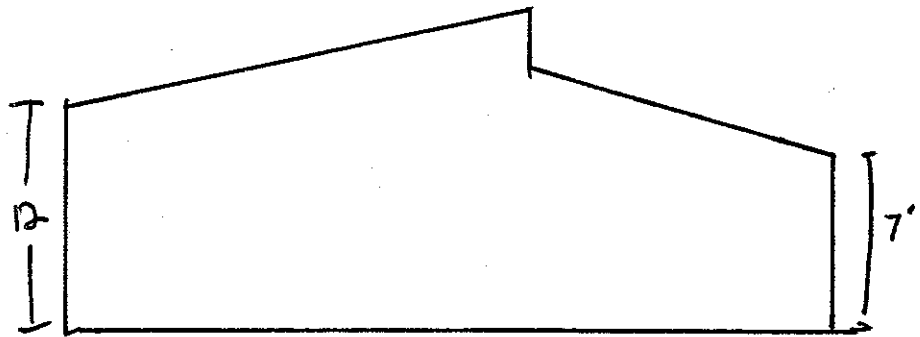
Water and Power will be 100' from location

Tree Removal

Hauling of fill dirt

Please Contact Kevin Thomas at 940-507-0772 for information.

Please have contractor see layout for tree demolition and fill dirt estimation.



## Sheep and Goat Barn Addition

There will be two large oak trees that will have to be removed in order to build the addition.

There will be about 40' of 3" pipe fence that will have to be removed.

The small 4' doors can be square tubing with R panel screwed to it.

The 15' doors can be square tubing with R panel screwed to it and should be on an overhead track to slide open

The curb should be 10 inches off of the ground.

