

**IRVING INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

2621 West Airport Freeway IRVING, TX 75062  
PHONE: (972) 215-5440 FAX: (972) 215-5442

This is NOT AN ORDER. It is an invitation to bid or propose.

Request for Competitive Sealed Proposals # 09-33 Asbestos and Mold Abatement Activities

Please RESPOND on the following not later than 2:00 PM, May 11, 2009

SUBMIT ONE ORIGINAL AND TWO COPIES OF BID.

Mark **sealed envelope** "CSP # 09-33 Asbestos and Mold Abatement ~~Cevkkkgu~~". This proposal will open at 2:00 PM, May 11, 2009 and deliver to the Purchasing Office address at the top of this form or mail to:

MAIL TO:  
Rick Powell, Director of Purchasing  
Irving ISD  
P.O. Box 152637  
Irving, TX 75015-2637

OR DELIVER TO:  
  
2621 West Airport Freeway  
Irving, TX 75062

Any submissions of information or documents to Irving ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise noticed in writing and responds to vendor in writing receiving said notice. In determining the award of contracts, the District shall consider factors in accordance with Section 44 Texas Education Code. The right is reserved to accept or reject each item separately or as a whole.

**IRVING INDEPENDENT SCHOOL DISTRICT**

By: *Richard Powell*

Richard Powell, Director of Purchasing  
[rpowell@irvingisd.net](mailto:rpowell@irvingisd.net)

\_\_\_\_\_  
You are representing to Irving ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle one) YES OR NO BID

Company Name: \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Email \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

## **INSTRUCTIONS TO PROPOSERS**

To be considered for award under this Request for Competitive Sealed Proposals, Proposals must be submitted in accord with these Instructions to Vendors.

### **QUESTIONS:**

Submit all questions about the Instructions to Vendors in writing by fax (972) 215- 5442. Replies will be as Addenda to this Request for Proposals Document at <http://www.irvingisd.net/purchasing/bids.htm>.

The Irving ISD will not be responsible for oral clarification. Questions received less than four days before the bid opening cannot be answered.

### **PREPARATION OF PROPOSALS:**

No Proposal will be considered unless it is filed with the Irving ISD, within the time limit for receiving Proposals, as stated in the Public Notice. Each Proposal shall be sealed in an envelope. Identify envelope containing the Proposal with the name and address of the Proposer and "CSP # 09-33 Asbestos and Mold Abatement Activities". If mailing, allow sufficient time for postal delivery.

**LATE PROPOSALS WILL NOT BE ACCEPTED FOR EVALUATION.**

### **WITHDRAWING PROPOSALS:**

Proposals filed with the Irving ISD may be withdrawn or amended prior to submission deadline.

Request for withdrawal must be in writing, dated and signed by an authorized vendor official.

Amended proposals must be complete and submitted prior to the submission deadline and must be labeled as "AMENDED PROPOSAL - PLEASE REPLACE PRIOR PROPOSAL DATED XX-XX-XXXX WITH THIS VERSION".

### **IRREGULAR BIDS:**

Irving ISD reserves the right to waive any irregularities and to make the award in the best interest of the District. In case of ambiguity or lack of clarity in stating prices in the Proposal, the Irving ISD reserves the right to adopt the prices written in words.

### **QUALIFICATIONS OF PROPOSER/PERSONNEL:**

Each Proposer shall submit with his bid, documentation of company's successful performance in asbestos removal from three projects with size, scope, and total cost of each project. This documentation shall include the names and telephone numbers of the purchasers of the service, locations of the work performed, records of air monitoring for asbestos as required by OSHA Regulations, type of respirators and filters used, and proof of workers' training, all pertinent licenses and medical examination. All Vendors shall furnish, with Proposal, information on the air handling filter equipment that is proposed to be used on IISD projects as well as proposed type C equipment, if applicable and other face masks, filters, and negative air equipment. All vendors /contractors will be required to submit records for all employees; physicals; EPA and OSHA training certificate. State License and certification shall be required.

### **SUB-CONTRACTORS:**

A. In the event that work is to be performed by other contractors, it is to be understood that any applicable State and Federal regulations will apply and will override other specifications. The contractor receiving the Contract is responsible for all sub-contractors that are used and is responsible for their compliance with all current applicable State and Federal regulations.

B. Qualified and licensed sub-contractors will be required for electrical, public address system, and special system removal and reinstallation.

C. Mechanical and duct work contractors will be skilled and experienced in this line of work.

D. Removal of built-in cabinets, demountable walls, folding accordion walls shall be done by contractors having experience in this field, with the final reinstallation carefully inspected to provide the Irving ISD with equal or better conditions than before the removal.

### **AWARD:**

A. The Contract will be awarded to the Proposer with the "best value" according to the Criteria set forth in this document. The Irving ISD reserves the right to accept or reject any and all proposals and to waive informalities, and to be the sole judge of quality and equality.

B. The Irving ISD reserves the right to award to multiple vendors in the manner of primary, secondary and tertiary awarded vendors. The primary awarded vendor will receive the first opportunity to perform the Asbestos services required and if they are unable to perform due to scheduling conflicts with District needs, the next awarded vendor will be called and if the secondary vendor is unavailable, the tertiary awarded vendor will be called.

C. For mold remediation services, the District will solicit quotes at the time of service requirement from the awarded vendors and select the vendor's quote from the awarded vendors that represent the best value to the district.

### **AWARD CRITERIA:**

As provided in Educational Code 44.031 (b) the District shall consider the following in choosing the bid that will provide the best value to the District:

**1. The purchase price;** Points shall be awarded in this division based upon the total number of bids submitted, with the lowest proposed unit price receiving the highest number of points, and the highest proposed amount receiving the lowest number of points. = 40%

**2. The reputation of the vendor and of the vendor's goods or services;**

Based on reference responses and district's due diligence search = 20%

**3. The quality of the vendor's goods or services;** Based on list of all agreed ordered violations from any State or Federal agencies. = 20%

**4. The extent to which the goods or services meet the District's needs;** No weight- unable to quantify- the service either meets the need or it does not based on regulatory requirements of other governmental agencies. = 0%

**5. The vendor's past relationship with the District; = 10%**

**6. The total long term cost to the District to acquire the vendor's goods or services; Considered and determined to be not applicable to this award = 0%**

**7. Any other relevant factor specifically listed in the request for bids.**

The vendor's past relationship with the District's Asbestos Consultant. = 10%

**Termination of Contract:** The Irving Independent School District reserves the right to terminate any Contract resulting from this Request for Proposals at any time, for any reason, or without cause with a thirty (30) day written notice to the Contractor(s). Any notice required or permitted to be delivered to the Contractor(s) shall be deemed to be delivered when mailed via United States Postal Service and addressed to the Proposer's address appearing on the face of the Proposal submitted (or as subsequently revised or changed). Any compensation due the Contractor(s) will be limited to the items received and/or services performed and accepted by the District as of the date of the termination. Vendor will receive notice via telephone or email prior to mailing termination agreement

**References:**

Please provide at least three references of school districts you have performed work for in the DFW area or in Texas.

**Agreed Ordered Violations:**

Vendor must submit a list of all agreed ordered violations from any State or Federal agencies.

**Term of Contract:**

**The term of this contract shall be for 3 years and may be extended for an additional two one year terms by mutual agreement. Prices shall remain firm for the initial three years of this agreement.**

**Optional years 4 and 5 may include a price increase of up to 10%, if agreed by the parties.**

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

**Definitions: Covered employees:** Employees of a contractor or subcontractor 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 criminal history:** Any conviction or other criminal history information designated by the District, or 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.

On behalf of \_\_\_\_\_ ("Contractor"), I certify that

[check one]:

None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**Or**

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, 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 provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) 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 or misrepresentation regarding this certification may be grounds for contract termination.

Company name \_\_\_\_\_

Printed name of Company Representative: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **VENUE AND CHOICE OF LAW**

**All contracts, agreements or any other business affairs with the Irving Independent School District, Irving Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Dallas County, Texas.**

The expiration date of the contract may also be extended for a period agreed to by both parties, not to exceed six months.

All contracts, agreements or any other business affairs with the Irving Independent School District, Irving Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Dallas County, Texas.

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**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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**Texas Education Code Section 44.034.**  
**Notification of Criminal History of Contractor**

a) 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.

Vendor response (MUST initial): negative \_\_\_\_\_ or see attached information \_\_\_\_\_

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

c) **This section does not apply to a publicly held corporation.** Initial if (c) applies \_\_\_\_\_

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**If awarded under this document, vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services or supply of goods to Irving ISD.    yes \_\_\_\_\_ no \_\_\_\_\_**

**Signature below certifies accuracy of answers to all sections on this page.**

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Telephone Number (        ) \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT TERMS**

Irving ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251.

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**VISITOR REGISTRY SYSTEM**

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

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**EPCNT**

Irving ISD encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Irving ISD pricing, terms or conditions in your response.

Approximately 53 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Irving ISD.

\_\_\_\_\_ NO, \_\_\_\_\_ YES

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Irving ISD. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than the Irving ISD will be billed directly to that entity and paid by that entity. Irving ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as needed.

**Signature below certifies authorizes EPCNT participation for this offer by the responding vendor.**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**TO BE SIGNED AND RETURNED**

**CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Irving ISD to determine the residency of its offerors. In part, this law reads as follows:

Section: 2252.001

(3) 'Non-resident bidder' refers to a person who is not a resident.

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

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that \_\_\_\_\_  
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

\_\_\_\_\_ Resident Bidder \_\_\_\_\_ Non-resident Bidder

My principal place of business under Section: 2252.001 (3) and (4), is in the city  
of \_\_\_\_\_ in the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PER UNIT PRICING BID FORM**

**The Unit Price is to include all Contractors' cost and profit. These prices will be used to compensate the contractor for completed projects. These prices are to include any work at any IISD facility for the duration of the 3-Year Contract. No additional charges will be allowed.**

**Site Mobilization Fee:** \$ \_\_\_\_\_

**FOR THE REMOVAL AND DISPOSAL OF THE FOLLOWING**

**Floor tile/mastic projects under 2,500 s.f**

**ACM Floor Tile & Mastic**

Price per square foot: \$ \_\_\_\_\_

**ACM Floor Tile & Mastic & Carpet**

Price per square foot: \$ \_\_\_\_\_

**Floor Tile/mastic projects over 2,500 s.f.**

**ACM Floor Tile & Mastic**

Price per square foot: \$ \_\_\_\_\_

**ACM Floor Tile & Mastic & Carpet**

Price per square foot: \$ \_\_\_\_\_

**T.S. I. glove bag removal of fittings, tees, elbows, valves, etc.**

Nominal size through 4" diameter, each: \$ \_\_\_\_\_

Nominal size over 4" diameter, each: \$ \_\_\_\_\_

**For the removal of ACM floor covering mastic only**

Price per square foot: \$ \_\_\_\_\_

**For the removal of ACM floor covering mastic and contaminated carpet**

Price per square foot: \$ \_\_\_\_\_

**For the removal of carpet (Non Contaminated)**

Price per square foot: \$ \_\_\_\_\_

**For the Removal of ACM sheet vinyl**

Price per square foot: \$ \_\_\_\_\_

**For the removal of cement asbestos board, walls and work surfaces (transite)**  
Price per square foot: \$ \_\_\_\_\_

**For the removal of ACM mastic behind chalkboards**  
Price per square foot: \$ \_\_\_\_\_

**For the removal of ACM mastic behind 1X1 ceiling tile**  
Price per square foot: \$ \_\_\_\_\_

**For the removal of ACM ceiling texture**  
Price per square foot: \$ \_\_\_\_\_

**For the removal of ACM "lay-in-tile"**  
Price per square foot: \$ \_\_\_\_\_

**For the removal of ACM wall texture**  
Price per square foot: \$ \_\_\_\_\_

**For the removal of Transite chalkboards**  
Price per square foot: \$ \_\_\_\_\_

**For the removal of ACM glazing from window and securing of window with Irving  
ISD providing materials:**  
4 – Pane window: \$ \_\_\_\_\_  
6 – Pane window: \$ \_\_\_\_\_  
8 – Pane window: \$ \_\_\_\_\_

**For the removal of ACM glazing/complete whole window frame  
and securing window with Irving ISD providing materials:**  
Price per window frame: \$ \_\_\_\_\_

**Hourly rate for services not listed**  
Worker: \$ \_\_\_\_\_  
Supervisor: \$ \_\_\_\_\_