

## **PROPOSAL/BID SECURITY**

- A. A Proposal Security must accompany each proposal. The Proposal Security shall be a certified check or cashier's check drawn on a State or National Bank of the State of Texas, or a Bid Bond from an acceptable surety company. The Bid Bond shall be executed by a surety company acceptable to and approved by the Owner, listed in Treasury Department Circular 570, and authorized to do business in the State of Texas. The Bid Security shall be in the amount of at least five percent (5%) of the greatest amount bid.
- B. The amount of the Bid Security shall be considered liquidated damages for losses which the Owner will sustain by failure, neglect or refusal of the bidder to execute and deliver the Contract and required Surety Bonds to the Owner as required. These liquidated damages are not considered to be a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, since it is impractical and extremely difficult to fix actual damages resulting from the failure, neglect or refusal of the bidder to execute and deliver the Contract and required Surety Bonds.
- C. If the proposer defaults in executing the Contract or in furnishing required Surety Bonds after notification of the Owner's intent to award the Contract to him, then the Bid Security shall be forfeited to the Owner.
- D. Proposal shall remain in effect for a period of sixty (60) days after the Proposal Opening. During this time the Owner may accept or reject the Proposals as the Owner so elects. If the Proposal is not accepted within this period of 60 days, or if the successful proposer properly executes and delivers the Contract and the Surety Bonds, the Bid Security will be returned at the request of the proposer.

## **A Performance Bond**

A Labor and Material Payment Bond, each in an amount of not less than hundred percent (100%) of the contract price, conditioned upon faithful performance of the contract and payment of all persons supplying labor or furnishing materials, shall be executed by the successful proposal and accompany the signed contract.

## **PERFORMANCE AND PAYMENT BONDS**

- A. A Performance Bond, a Labor and Material Payment Bond shall be required, on forms identical to that found in the Project Manual, each for 100% of the Contract Sum.
- B. Bonds shall be executed by a surety company listed in Treasury Department Circular 570, authorized to do business in the state of Texas and to which the Owner has no reasonable objection. The Owner shall require that the surety company be qualified as a surety on federal obligations in accordance with state law. The surety company must maintain an office or agency for contact in Tarrant County, Texas.
- C. Bonds shall be provided by the Contractor without additional cost to the Owner.

## **INSURANCE**

The Contractor shall, at his own expense, purchase, maintain and keep in force not less than the types and limits of insurance coverage specified in the Contract. The stated limits of insurance are **MINIMUM ONLY**, and it shall be the Contractor's responsibility to determine if additional limits or coverages are appropriate.

## **WITHDRAWAL OF PROPOSAL**

- A. Any proposer may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening proposals.
- B. No proposers may withdraw his bid for a period of sixty (60) days after the date set for opening thereof, and any bid shall be subject to acceptance by the Owner during this period.

## **TIME OF COMPLETION**

Submission of a proposal shall signify the bidder's agreement to commence work within ten (10) calendar days following receipt of a written "Notice to Proceed" from the Owner and to achieve Substantial Completion of the project within the time limit stipulated in the Contract. The time limit submitted on the proposal form shall include all aspects of the construction time including anticipated weather delays; long lead items; mobilization; etc... to provide a complete finished project.

## **AWARD OR REJECTION OF PROPOSALS**

As provided by law, the Contract shall be awarded to the proposer whose proposal represents the best value to the Owner as determined by the Owner. Determining factors in award or rejection of any proposal will include the previous experience of the Contractor and his proposed subcontractors, and his ability to secure appropriate bonding and insurance. The KISD reserves the right to waive any irregularities or reject any and/or all proposals.

## **EXECUTION OF AGREEMENT**

- A. The form of Agreement to be executed by the successful proposer, as Contractor, American Institute of Architects (AIA).
- B. The proposer to whom the Contract is awarded by the Owner shall, within seven (7) Calendar days after notice of award and receipt of Agreement forms and Bond forms from the Owner, execute and deliver required copies.
- C. At or prior to delivery of the executed Agreement and Bonds, the Contractor shall deliver to the Owner the evidence of insurance coverage as required by the Contract Documents. The Owner

shall approve all policies and certificates of insurance before the successful proper may proceed with the Work.

- D. FAILURE OR REFUSAL TO FURNISH INSURANCE POLICIES OR CERTIFICATES IN A FULLY SATISFACTORY FORM AND IN A TIMELY MANNER MAY BE CAUSE FOR DENIAL OR CANCELLATION OF THE CONTRACT, and shall subject the proposer to loss of time from the allowable performance period equal to the time of delay in furnishing the required material.

#### **CONSTRUCTION CONTINGENCY ALLOWANCE**

A proposal item for a construction contingency allowance has been designated in the Proposal. It shall be used only at the direction of the District. Any balance of funds remaining in the construction contingency allowance at the close of the project belongs to and shall remain with the school district.

## Proposal Form

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

Proposer: \_\_\_\_\_  
\_\_\_\_\_

Kennedale ISD  
120 W Kennedale Pkwy  
Kennedale, Texas 76060

The undersigned, having examined the Proposal Documents, comprising the Drawings and Specifications, being sufficiently familiar with the site of the proposed Work, and being familiar with the conditions of this Contract, hereby proposes to furnish all labor, materials, equipment and services, in accordance with all Contract Documents, necessary to complete the project:

### ROOF REPLACEMENT

KISD CIA Building & Gym  
140 W. Kennedale Parkway  
Kennedale, Texas 76060

A. BASE BID: \_\_\_\_\_  
(Dollars \$ \_\_\_\_\_)

NOTE: Proposal amount shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

- B. **TIME:** The undersigned agrees, if awarded the Contract, to commence the Work within seven (7) days of receipt of the Notice to Proceed and to achieve Substantial Completion for the Work required in the Base Proposal and any selected Alternates within \_\_\_\_\_ calendar days following receipt of the Notice to Proceed.
- C. **ALLOWANCES:** The Base Proposal shall include a 10% cash allowance for items as described below:
1. Owner's construction contingency \$ \_\_\_\_\_
- D. **ALTERNATES:** NOT APPLICABLE
- E. **UNIT PRICIES:** NOT APPLICABLE
- F. **ADDENDA:** Proposer acknowledges receipt of Addenda as Follows:

Number# \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Number# \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Number# \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Number# \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Number# \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**G. EXTENDED PROPOSAL:** Proposer agrees that this proposal shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the closing time for receiving proposal.

**H. LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION:** The Undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of Five Hundred Dollars (\$500.00) for each calendar day after the agreed Date of Substantial Completion that the Work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

**I. ATTACHMENT TO THIS PROPOSAL FORM:**

1. Proposers Questionnaire

*SEAL: (If bid is by a corporation)*

**Submitted by:**

\_\_\_\_\_

**Contractor**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Business Address**

\_\_\_\_\_

**City**

\_\_\_\_\_

**State, Zip Code**

\_\_\_\_\_

**Telephone**

\_\_\_\_\_

**END OF PROPOSAL FORM**