



ENNIS INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL

Bid Title: Flooring for Two Elementary Campuses
Stephen F. Austin Elementary and Sam Houston Elementary
RFP: 3525AHF

The Ennis Independent School District is soliciting Request for Proposal (hereafter called proposal) for the products/services per the specifications stated elsewhere in this solicitation document.

Proposal must be submitted in a sealed envelope marked on the outside with the offeror's name and address and proposal number to:

Mailing Address:

Ennis Independent School District
Attn: Brenda Martinek-Bid Enclosed
P.O. Box 1420
Ennis, Texas 75120

Physical Delivery Address:

Ennis Independent School District
Attn: Brenda Martinek-Bid Enclosed
303 W. Knox St.
Ennis, Texas 75119

Proposals will be received at the above address until **2:00 pm Wednesday, March 5, 2025**, at which time they will be publicly opened. Prices will be read and disclosed, in full, at the opening.

Proposals must be submitted in sufficient time and received at the above location on or before the published date and time shown. Proposals received after the published time and date cannot be considered and will be disqualified. Faxed proposals will not be accepted. Offerors must submit sealed proposals in the form of the executed Offer Form together with any material required by any addendum to this RFP by the time and date specified.



ENNIS INDEPENDENT SCHOOL DISTRICT

Forms to Be Returned:

- 1) Bid Response Form
- 2) Deviation/Compliance Form
- 3) Supplier Application Form
- 4) W-9 Form
- 5) Felony Conviction Form
- 6) Conflict of Interest Form
- 7) Interlocal Agreement Form (EPCNT-Educational Purchasing Cooperative of North Texas)
- 8) Certificate of Liability Insurance
- 9) Terrorism and Boycott Form



ENNIS INDEPENDENT SCHOOL DISTRICT

BID RESPONSE SPECIFICATIONS

1. **General.** The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select proposals in this RFP without discussion of the responses with the proposers. The District reserves the right to reject any and all submitted proposals and also reserves the right to waive or dispense any formalities contained herein. Proposers are invited to submit their proposals in accordance with the requirements outlined in this document.

Please be reminded that all Ennis ISD campuses and departments are tobacco, drug and weapon free facilities. Contractors are responsible for the conduct of their employees and adherence to Ennis ISD building policies. Contractor will provide proof of all employees have been background checked and cleared by Ennis ISD.

2. **Scope & Specifications.** The scope for this project will be to replace flooring in the hallways of each of the two campuses listed below and in this proposal.
 - a. **Stephen F. Austin Elementary, 1500 Austin Dr., Ennis**
 - b. **Sam Houston Elementary, 1701 S. Hall St, Ennis.**
3. **Start Date for both campuses: Wednesday, March 19, 2025**
4. **Completion Date for both campuses: Friday, June 20, 2025**
5. **Mandatory walkthrough date: Wednesday, February 26, 2025 – Austin Elementary School, 1500 Austin Drive, Ennis. – 9:00 am with Ryan McCabe-Director of Operations**
6. **For the bid, please gather/include all of the following:**
 - a. Bid Response Spec Sheet
 - b. All signed documentation requested. Failure to submit all of the signed or initialed documents may be grounds for rejection of the bid.
 - c. Your bid should be turnkey. Your bid must include heavy equipment use, permits, installation materials, disposal of debris, labor, and anything else required to complete this job.

Please note: this job is bidding against other companies. The quotes that you submit MUST be the best and final pricing.



ENNIS INDEPENDENT SCHOOL DISTRICT

BID RESPONSE FORM

Austin & Houston Elementary Flooring RFP 3525AHF

Company Name: _____

Contact Name: _____

Contact email and phone number: _____

Scope of Work

1. Demolish of existing VCT of each campus:

- a) Austin Elementary – 7980 square feet
- b) Houston Elementary – 7800 square feet

2. Floor Prep, Float and Install VCT:

- a) Austin Elementary – 7980 square feet
- b) Houston Elementary – 7800 square feet

3. Floor Prep, Float and Install LVT:

- a) Austin Elementary – 7980 square feet
- b) Houston Elementary – 7800 square feet

4. Install 4 inch Cove Base

- a) Austin Elementary – 1600 linear feet
- b) Houston Elementary – 1600 linear feet

5. District will provide dumpster

6. Tile colors: Armstrong 51810 Washed Linon & 51814 Pomegranate Red

7. Cove Base Color: Flexco 024 Stone

8. LVT Mohawk (18" x 36") Collection Hot and Heavy 929 Proper Gray

9. Creative Terpain (18" x 36") C0181 787 Splinter 347 Current

10. See Attachment A of Stephen F. Austin Elementary Floor Plan attached

11. See Attachment B of Sam Houston Elementary Floor Plan attached

GRAND TOTAL of the scope of work for flooring for Austin and Houston Elementary:

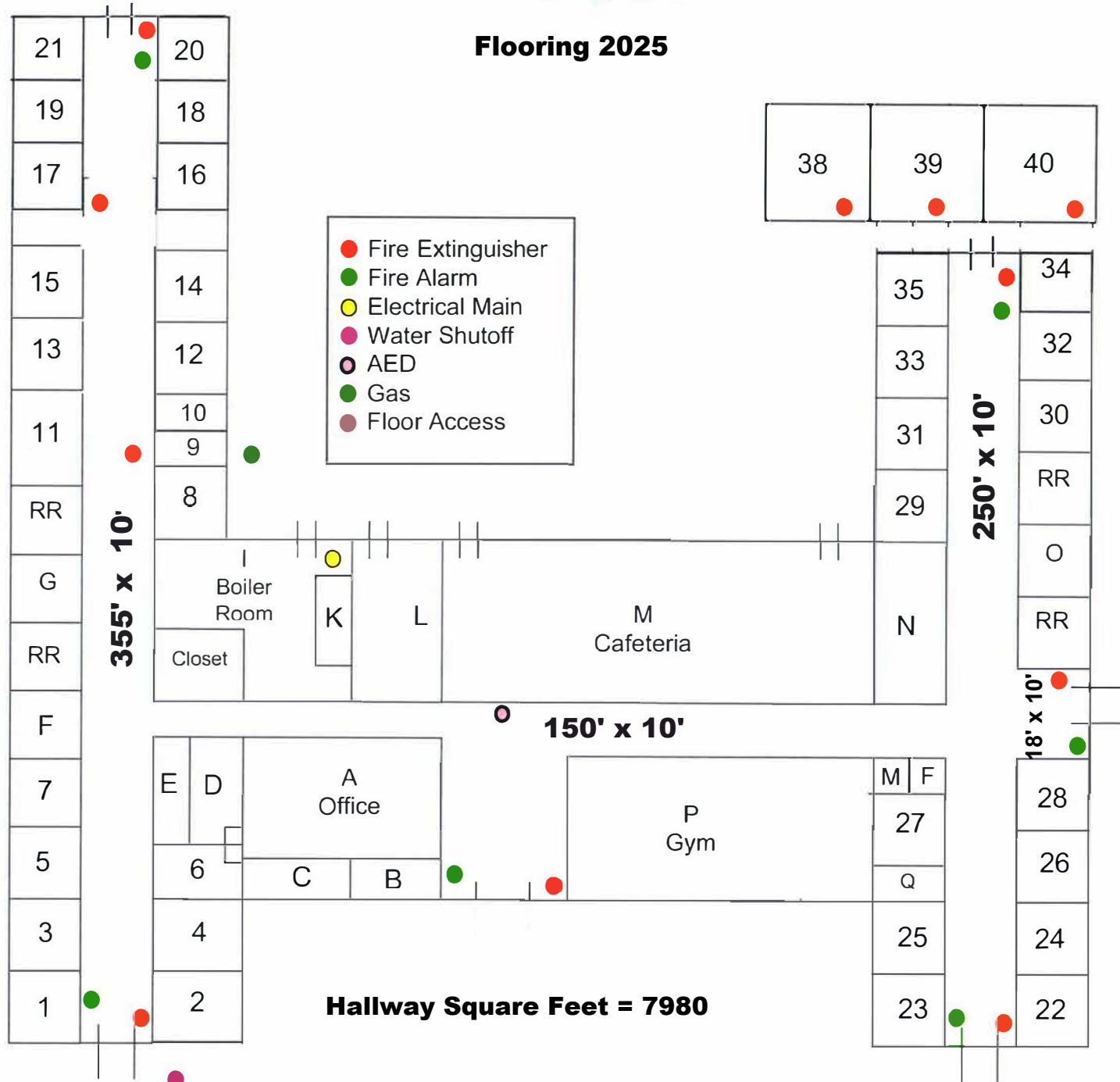
1) VCT \$ _____

2) LVT \$ _____

Attachment A

Stephen F. Austin Elementary Risk Management

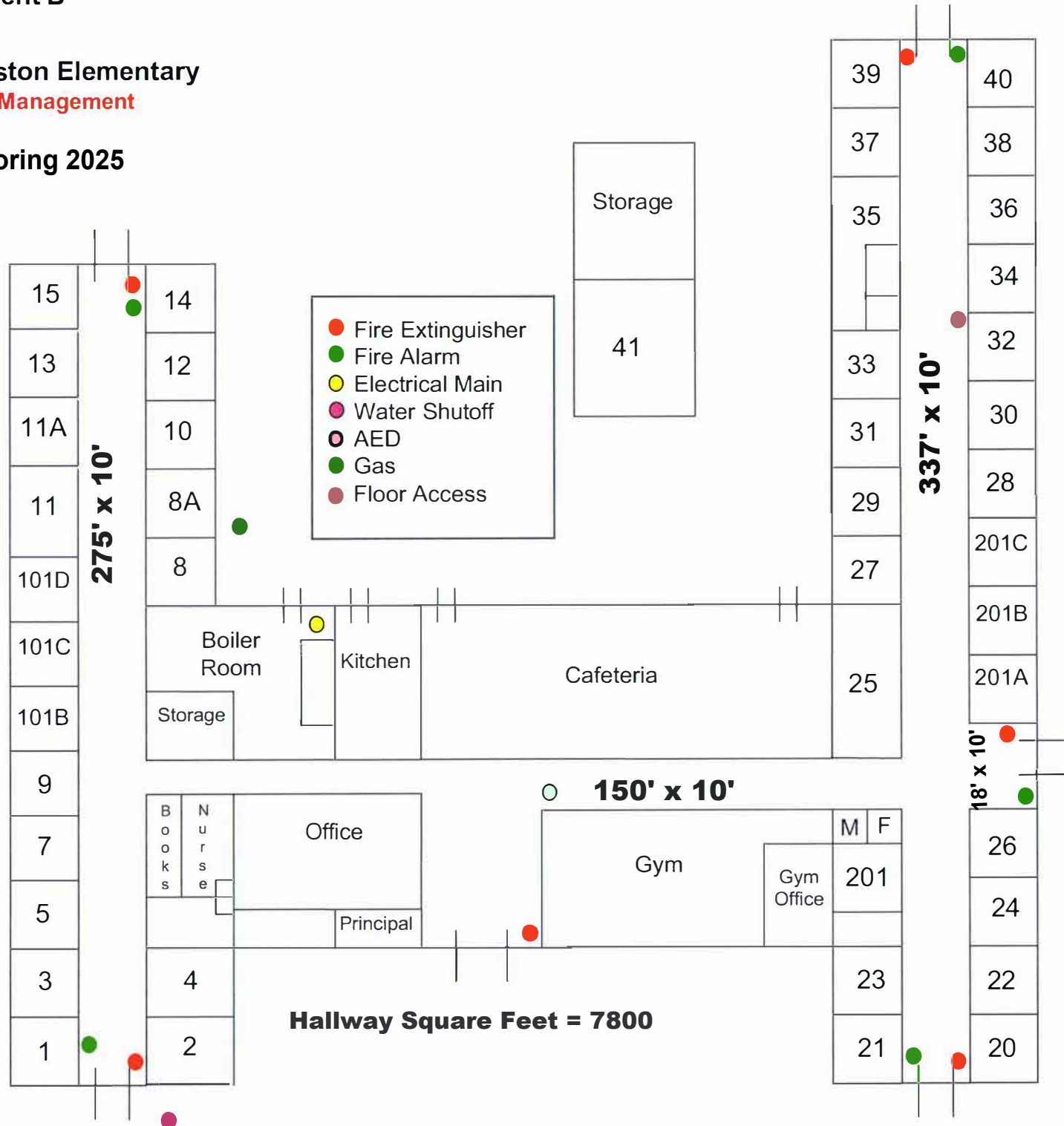
Flooring 2025



Attachment B

Sam Houston Elementary Risk Management

Flooring 2025





ENNIS INDEPENDENT SCHOOL DISTRICT

Evaluation Criteria

This proposal shall be evaluated using the evaluation criteria listed below. Ennis ISD reserves the right to award contract as best meets the District's needs such as per section, groups, or all.

	Evaluation Criteria	Point System
1	The purchase price	30 points
2	The vendors' experience & similar projects	15 points
3	The quality of the vendor's goods or services	10 points
4	Vendor's proposed personnel, qualifications, experience	15 points
5	Vendor's financial strength	10 points
6	Vendor's safety record & EMR	5 points
7	Project plan and schedule	5 points
8	Past experience with Ennis ISD and other school districts	10 points
	TOTAL	100 points

Criteria Notes:

Careful consideration should be given to all items of the above Evaluation Criteria table. The Contractor shall provide information for each Criteria. Proposers are encouraged to provide appropriate back up including project case studies and company safety records. Contractor shall:

1. Provide evidence of experience in planning, staging and delivery of recent projects of similar scope and scale.
2. Provide evidence related to the quality of delivered goods and services, as well as references.
3. Provide information describing experience and qualifications of onsite leadership and key staff to be assigned to the contracted work.
4. Provide an effective project plan and schedule that addresses the scope presented in this solicitation.
5. Provide a summary of the scope of work, evidence of on time delivery and quality of work contracted with Ennis ISD, and/or other school districts.



ENNIS INDEPENDENT SCHOOL DISTRICT

Contract Times

Liquidated Damages. Ennis ISD and Contractor recognize that time is of essence of this Agreement and that Ennis ISD will suffer financial loss if the work is not completed within the times specified in the Project Schedule below. Any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Ennis ISD if the work is not completed on time. Accordingly, instead of requiring any such proof, Ennis ISD and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay owner One Thousand Dollars and zero Cents (\$1,000.00) for each day that expires after the time specified in the Project Schedule for substantial completion until the work is substantially complete.

This Agreement is dated as of the _____ day of _____ in the year 2024 by and between Ennis ISD and _____ (hereinafter called Contractor).

Project Schedule

Ennis ISD anticipates following the time table listed for this proposal:

	Activity	Date
1.	Pre-Bid Meeting (Mandatory Meeting with Ryan McCabe at Austin Elementary, 1500 Austin Drive, Ennis, 9:00 a.m.	Wednesday, 2/26/25
2.	Proposal Due by 2:00 p.m.	Wednesday, 3/5/25
3.	Evaluation and Notice to Proceed	Wednesday, 3/19/25
4.	Construction Start	Thursday, 5/22/25
5.	Mandatory Substantial Completion	Friday, 6/20/25

The proposed project schedule above is only an estimate and actual dates may vary.



ENNIS INDEPENDENT SCHOOL DISTRICT

DEVIATION/COMPLIANCE SIGNATURE FORM

COMPANY NAME

ADDRESS

CITY

STATE

PHONE NUMBER

FAX NUMBER

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid 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 Bid Invitation.

_____ No Deviation

_____ Yes Deviations
List Below

Authorized Signature

Date



ENNIS INDEPENDENT SCHOOL DISTRICT

Ennis Independent School District Supplier Application Form

Business Name: _____

Description of Goods/Services Provided _____

Please list inter-local agreements and cooperative memberships (if any) in which your company participates:

Purchase Order Address:

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Phone: _____ Fax: _____

Remit to Address: (if different from above):

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Phone: _____ Fax: _____



ENNIS INDEPENDENT SCHOOL DISTRICT

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service		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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																															
	2 Business name/disregarded entity name, if different from above																																															
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																												
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)																																													
	6 City, state, and ZIP code																																															
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center; padding: 2px;">Social security number</td></tr><tr><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td></tr><tr><td colspan="9" style="text-align: center; padding: 2px;">OR</td></tr><tr><td colspan="9" style="text-align: center; padding: 2px;">Employer identification number</td></tr><tr><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td><td style="width: 25px; height: 20px;"></td></tr></table>				Social security number																		OR									Employer identification number																	
Social security number																																																
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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 ▶ _____																																												
General Instructions																																																
Section references are to the Internal Revenue Code unless otherwise noted.																																																
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9 .																																																
Purpose of Form																																																
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																
<ul style="list-style-type: none">• Form 1099-INT (interest earned or paid)• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)																																																
<ul style="list-style-type: none">• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.</p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none">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, or3. 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, and4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																																



ENNIS INDEPENDENT SCHOOL DISTRICT

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator 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 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 the services performed before the termination of the contract.”

This Notice is Not Required of 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.

Company Name: _____

Authorized Official 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 or 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:

Signature of Company Official: _____



ENNIS INDEPENDENT SCHOOL DISTRICT

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div> <p style="text-align: center; margin-top: 5px;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-top: 20px;"> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>Signature of vendor doing business with the governmental entity</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> </div> <div style="width: 35%;"> <p>Date</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> </div> </div>		



ENNIS INDEPENDENT SCHOOL DISTRICT



EPCNT
Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT FORM

Several governmental entities around the Ennis ISD have indicated an interest in being included in this contract. Should these government entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications would apply.

Yes _____

No _____

If you (the vendor) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with Ennis ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Ennis ISD will be billed directly to that governmental entity and paid by that governmental entity. Ennis ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own materials/services as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com>

Company Name: _____

Signature of Authorized Company Official: _____

Date Signed: _____



ENNIS INDEPENDENT SCHOOL DISTRICT

Certificate of Liability

The Ennis ISD District Policy requires any individual or company who provide on-site repair at any Ennis ISD facility to provide the following insurance:

- 1. Certificate of Insurance for Commercial General Liability with a \$1,000,000. Per occurrence/\$2,000,000. Aggregate.**

On the Certificate of Liability Insurance form, Ennis ISD must be indicated as an additional insured on the certificate. This certificate must be on file before any work occurs. This would include **on-site** service for all labor, repairs on equipment/buildings, installation work, etc.

Please include this certificate with the other required forms in your return of the bid proposal or forward a copy of this certificate to **one** of the following: mail, or email,

Ennis Independent School District

Attn: Brenda Martinek, Business Office

P.O. Box 1420

Ennis, TX 75120

Email address: brenda.martinek@ennis.k12.tx.us

If you have any questions, please contact Brenda Martinek at 972-872-7014. We thank you for your cooperation.



ENNIS INDEPENDENT SCHOOL DISTRICT

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS (Senate Bill 252)

And

BOYCOTTING OF ISRAEL (House Bill 89)

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities and otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Signature: _____

Title: _____

Date: _____



ENNIS INDEPENDENT SCHOOL DISTRICT

STANDARD TERMS AND CONDITIONS

1. The following instructions by the Ennis Independent School District are intended to afford potential respondents an equal opportunity to participate in the solicitation process.
2. A response to this solicitation is an offer to contract with Ennis ISD and its members based on the specifications and standard terms and conditions contained in the proposal. Proposals do not become contracts until they are accepted by Ennis ISD and put into effect by the issuance of a purchase order signed by an authorized representative of Ennis ISD Purchasing Department.
3. The terms respondent, contractor, proposer, vendor, and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms EISD, owner, district and/or government entity refer to Ennis Independent School District.
4. The documents contained in this solicitation represent the agreement between the successful respondent and the school district and supersedes any prior discussions, negotiations, representations, agreements, written or oral.
5. All materials, supplies, copyrighted materials, furniture, and equipment for the District shall be delivered F.O.B. Destination.
6. The District reserves the right to terminate any contract, if in its opinion there shall be a failure, at any time to perform faithfully any of its stipulations, or in the case of any willful attempt to impose upon the District materials, products and/or work inferior to that required by the District, and any action taken in pursuance of this stipulation shall not affect or impair any rights or claims of the District to damages for the breach of contract by the Bidder.
7. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of the Ennis Independent School District reserves the right to rescind the contract at the end of each **fiscal** year if it is determined that there are insufficient funds to extend the contract.
8. Proposals must be signed by an authorized representative of the company. It is the intent of this proposal contract that should a given proposal be accepted, it will automatically become the binding contract.



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9. Wherever the District indicated the unit of measure required for proposal purposes, the District may not recalculate the vendor's price if it is based on a different unit of measure than indicated in any contract.
10. **All invoices are to be submitted and emailed to accountspayable@ennis.k12.tx.**
11. No orders can be placed without a purchase order being in place first. Invoices will be returned for correction unless they contain the following information: Item numbers, description of item, quantity, unit price and total. **Each invoice must carry the Purchase Order Number from the District.**
12. Payment in full will only be made upon final acceptance of items as shown on Purchase Orders. Partial payments will be made only upon decision of the District.
13. The District is **Exempt** from the payment of the Texas Sales Tax. Exemption Certificates for the Federal Excise Tax may be furnished upon request.
14. Delivery shall be FOB to each individual location as noted on Purchase Order. The District will not pay freight bills sent, collect or otherwise.
15. Certain formal proposals will require bonding with the District as shall be indicated in the specifications sheets.
16. All Bidders shall be required to sign certification as provided on the signature sheet. The District may reject any proposal that does not include said signed affirmation.
17. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.
18. The District reserves the right to reject any or all proposals which comply with these specifications, or to accept a higher bid which compiles provided that in the judgment of the District, the item offered under the higher proposal has additional value or function which justifies the difference in price.

All proposals shall be evaluated on all factors involved, i.e., price, quality and service, etc., whichever is in the best interest of the District.
19. The Bidder shall unconditionally guarantee the materials and workmanship of all furniture and equipment furnished by them for a period of one year or longer from date of acceptance of the items delivered and installed. If within the



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guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the District are due to faulty design and installation, workmanship or materials upon notification, the Bidder shall, at his expense repair or adjust the equipment or parts to correct the condition or he shall replace the part or entire unit to the complete satisfaction of the District. These repairs, replacements or adjustments shall be made only at such times as will be designated by the District as non-detrimental to the instructional program.

20. Any time a particular manufacturer's name or brand may be specified, it shall mean any product of equal quality. Proposals shall be considered on all other brands submitted and on the equal quality product of other manufacturers.
21. All materials must be securely packed for proper protection and in quantities to be determined by the designed officer of the District.
22. All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practice. No charges may be made over and above the proposal price for packaging.

Complete deliveries must be made by the successful vendor to the designated location as indicated on purchase order issued by the District. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information for each item delivered: Purchase Order Number, Name of the Article, Item Number, Quantity and the Name of the Vendor.

All package materials shall be clearly and plainly marked.

23. The Bidder/Vendor shall provide all equipment and machinery furnished and delivered to the District complying with the safety regulations as required by OSHA.
24. All deliveries shall be made during the hours of 8:00 a.m. and 3:00 p.m. on all regularly scheduled school days, except where noted by the District.

All deliveries shall be made inside school buildings, offices, etc. and special instruction for date of delivery shall be made in the specifications.



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Special instructions shall be indicated by the District in the specifications for exact time, date and location of equipment and machinery delivery for items which are to be set-up and installed. For heavy equipment, materials or machinery requiring special handling, detailed instructions shall be written in the specifications.

25. Ennis ISD reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
26. Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the work as otherwise permitted under this proposal.