

**SECTION 00 41 11 – PROPOSAL FORM – BASE PROPOSAL**

<b>Name of Contractor</b>	
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**COMPETITIVE SEALED PROPOSAL (Part 1A)  
to  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
FOR THE FOLLOWING WORK:**

**PART 1. General Information**

BID PACKAGE #XX, consisting of improvements to:

TEA #	PROJECT NAME	PROJECT TYPE	ADDRESS
<<XXX>>	School Name 1	Addition, Renovation or New Construction	XXXX
<<XXX>>	School Name 2	Addition, Renovation or New Construction	XXXX

<< ADD AS A MANY LINES AS NEEDED – LIST ADDITIONS SEPARATE FROM RENOVATIONS >>

**PART 2. Proposal Form**

**2.01 Agreement of Proposal Submittal**

The undersigned, as a designated representative of the proposer, declares such firm is the only entity, as principal, with any interest in this Proposal, and the Proposal is made without collusion with any other entity.

The proposer affirms that the form of Contract, Instructions for Competitive Sealed Proposals, Supplemental Instructions for Competitive Sealed Proposal, Addenda, selection criteria, weighting/scoring system, estimated budget, Specifications, and the Drawings pertaining to this Proposal have been examined and the firm has also examined the locations, conditions, and classes of materials for the proposed Work and agrees to provide all necessary labor, materials, plant and equipment, machinery, tools, apparatus and construction means to accomplish the Work described in the Contract Documents in the manner prescribed.

The proposer agrees the quantities of Work to be performed and materials to be furnished may be increased or decreased as may be considered necessary, in the sole opinion of FWISD's designated representative, to complete the Work as planned and contemplated. Adjustment for changes in Work will be in accordance with the General Conditions.

Proposal amounts must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

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**2.02 Addenda**

The proposer acknowledges receipt and incorporation of the following addenda into this Proposal. Proposer is to fill in the Addenda # and date and initial in the box to show receipt.

**BID PACKAGE XXX**

<b>Addendum No.</b>	<b>Addendum No.</b>	<b>Addendum No.</b>	<b>Addendum No.</b>
<b>Addendum Date</b>	<b>Addendum Date</b>	<b>Addendum Date</b>	<b>Addendum Date</b>

**2.03 Withdrawal of Proposals**

A Proposal may be withdrawn only upon request by the proposer or his duly authorized representative, provided such request is received by the Owner at the place designated for receipt of Proposals and prior to the time fixed for the opening of Proposals.

No Proposal may be withdrawn after the time fixed for the opening of Proposals for a period of 60 days.

**2.04 Award of Contract**

The proposer to whom the award of a Contract is made will be promptly notified following Board action. If a proposer, (a) withdraws his Proposal within 60 days after the date and time fixed for the opening of Proposals in the Advertisement for Proposals, or, (b) fails or refuses to execute the Agreement, or other required forms within ten (10) days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance and Payment Bonds, and certification of required insurance upon the execution of the Agreement, the Owner may award the Work to another proposer or may re-solicit the contract. The Proposal Bond is forfeited if Proposal is withdrawn after the Proposal opening, or Contract Documents are not executed in accordance with the above requirements.

The Owner reserves the right to reject any or all Proposals and to waive any irregularities in any Proposal received. The Owner further reserves the right to limit the number of contracts awarded and/or to be performed concurrently to any one Contractor if such appears to be in the best interest of the District. Award may be made to other than the low dollar proposer. Owner has the right to award a single group (multiple contracts), or the entire bid package (one contract), based on the best value to the District.

**2.05 Notice To Proceed (NTP) and Notice of Intent to Award (NIA)**

The Contractor shall not commence the Work under this Contract until execution of the Notice to Proceed (NTP) duly signed by FWISD’s designated representative.

The Contractor shall acknowledge that a Notice of Intent to Award (NIA) may be issued at the Owner’s discretion. The purpose of the NIA is to expedite pre-construction activities. Upon receipt of the duly signed NIA, the Contractor shall promptly proceed with the activities listed and authorized by the NIA.

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**2.06 Collusion, Litigation, Default, Competency and Conflict Of Interest**

By completing and submitting a Proposal, the proposer agrees to comply with the requirements of the following paragraph. A proposer who subsequently does not agree to comply with these requirements may be disqualified. The responses to the items of the Contractor’s Qualification Statement will be used in evaluation of the Proposals on the project.

Proposers may be disqualified and their proposals not considered for any of the following specific reasons:

1. Reason for believing collusion exists among proposers.
2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated.
3. The proposer is involved in any litigation against the Board.
4. The proposer is in arrears on any existing contract with FWISD or having defaulted on a previous contract with FWISD.
5. Lack of competency as revealed by the financial statement, experience and equipment questionnaires, or omission of required proposal submittals.
6. Uncompleted work which, in the judgment of the Board, will prevent or hinder the prompt completion of this Work, if awarded.
7. Other information or circumstances that establish reasonable grounds for belief that the proposer is not a “responsible proposer.”

By entering into a contract with FWISD, the proposer agrees that (1) Work on the project will begin upon receipt of the Notice to Proceed, (2) Contractor will participate as a team member in cooperation with the Program Manager (PM), Architect/Engineer (A/E), and Owner, (3) The Work will not interfere with normal instructional and learning programs of the school, (4) The Contractor will assign a full time competent superintendent for the bid package and that same superintendent shall remain for the duration of the contract, contingent upon that person’s continued employment with the Contractor, (5) The Contractor will assign a full time competent assistant superintendent for each school site, and shall be maintained for the duration of the project, contingent upon that person’s continued employment with the Contractor. (6) The Contractor will furnish and pay for the Proposal, Performance, and Payment Bonds.

The Contractor will not change the personnel assignments of the Project Manager, Superintendent, or Assistant Superintendent on any Bid Package or Project without first obtaining the approval of the Program Manager and the Owner.

**2.07 Ultimate Corporate Ownership**

Is proposer a corporation? Check One, Yes \_\_\_ No\_\_\_

Proposer's name and address of principal place of business:

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The successful Proposer shall provide a proposed preliminary schedule of values for each school within the bid package 3 days prior to negotiations. In the chart below, the Proposer must provide the cost breakdown per school of the base price provided by the Proposer in paragraph 2.08A of this section

*The following information is requested for information and budget verification only and is not the basis for the quantitative evaluation of this proposal.*

School TEA #	School Name and Project Type	Estimated Construction Budget	Contractor's Base Bid Proposal Breakdown per School
XXX	XXXXXX	\$XXXXXXXX	
XXX	XXXXXX	\$XXXXXXXX	
XXX	XXXXXX	\$XXXXXXXX	
XXX	XXXXXX	\$XXXXXXXX	
	Total for BP XXX	\$XXXXXXXX	

**2.13 Proposed Construction Duration (4% out of 44% Quantitative Criteria)**

The Contractor understands that FWISD desires that the Project be completed on or before the duration of the contract.

The Contractor shall prepare and submit a proposed construction schedule for each of the schools in the Bid Package and present this schedule with Section 00 41 13. This schedule may be as detailed as the Proposer would like, but must have a minimum of schedule information (major construction phases, activities, and milestones) as is necessary to facilitate negotiations.

Contractor agrees to base their price on the proposed completion schedule presented in the contract documents. The Contractor may, at their option, propose a project duration that is of less duration and indicate this duration in the box below.

Note: Contractors may, as a Cost Saving Recommendation, offer for FWISD consideration, an alternative plan, which may alter the duration in the contract documents. However, any such proposal must be presented as a Cost Saving Recommendation in the Technical Proposal – Part B (Section 00 41 13). The contractor must clearly identify the alternative work schedule, alternative duration and alternative base price. The evaluation committee will evaluate alternative plans and schedule and determine if the plans may benefit FWISD.

TEA #	School Name	Owner's Expected Duration (in calendar days)	Contractor's Proposed Duration (in calendar days)
<<TEA #>>	<< School Name 1>>	PM to obtain from Controls Manager	
<<TEA #>>	<< School Name 2>>	PM to obtain from Controls Manager	
<<TEA #>>	<< School Name 3>>	PM to obtain from Controls Manager	
<<TEA #>>	<< School Name 4>>	PM to obtain from Controls Manager	

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NOTE TO PROJECT MANAGERS: VERIFY THAT DURATIONS ENTERED IN THE COLUMN “OWNER’S EXPECTED CONTRACT DURATION (in calendar days) ABOVE MATCH THE DURATIONS IN THE CHART LOCATED IN SECTION 00 31 00, ARTICLE 1.05.12

**2.14 Liquidated Damages**

Time is of the essence in all Phases of the Work. It is specifically understood and agreed by and between FWISD and Contractor that time is of the essence in the substantial completion of the Project.

The Contractor acknowledges and recognizes that FWISD is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract time. The Contractor further acknowledges and agrees that, if the Contractor fails to complete the Work within the Contract Time, FWISD will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, FWISD and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve Substantial Completion of the Work by the Contract Time, subject to any proper extension granted by FWISD, then Contractor agrees to pay to FWISD the following sums for each day in which such Work is not substantially completed, not as a penalty, but as liquidated damages, for the damages that would be suffered by FWISD as a result of delay for each and every calendar day that the Contractor fails to substantially complete the Work as required herein.

	Liquidated Damages	Dollars Per Calendar Day		
		Addition	Renovation	New
<<TEA #>>	<< School Name 1>>	PM to obtain from Controls Manager	PM to obtain from Controls Manager	PM to obtain from Controls Manager
<<TEA #>>	<< School Name 2>>	PM to obtain from Controls Manager	PM to obtain from Controls Manager	PM to obtain from Controls Manager
<<TEA #>>	<< School Name 3>>	PM to obtain from Controls Manager	PM to obtain from Controls Manager	PM to obtain from Controls Manager
<<TEA #>>	<< School Name 4>>	PM to obtain from Controls Manager	PM to obtain from Controls Manager	PM to obtain from Controls Manager

Note to Specifier: Delete all “Note to Specifier” Boxes or symbols <<..>>. Make sure all items in blue have been edited for the Bid Package

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**PART 3. Execution**

**3.01 Proposal Form Execution**

Contractor's Firm Name (legal name)	
Federal Tax I. D. Number	
Contractor's Street Address	
Contractor's Phone Number	
Contractor's Fax Number	
Contractor's Email Address	

SUBMITTED BY:

\_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Name of President of Corporation *or*  
Name of Principal Owner

Name of Secretary of Corporation  
(if applicable)

\_\_\_\_\_  
(Corporation, Partnership, etc.) is organized under the laws of the State of \_\_\_\_\_.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Address: \_\_\_\_\_  
\_\_\_\_\_

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

Affix Corporation Seal here (if applicable)