

One Challenge,
One Community,
One Commitment

VALLEY VIEW INDEPENDENT SCHOOL DISTRICT



September 10, 2008

The Valley View Independent School District is accepting competitive sealed bids for:

Hydro-mulching the Playground Area, Retention Pond Area, South Side of School Building Area, and West Side of School Building Area at Valley View Elementary (BID #09-002-09)

Bids are to be mailed or hand-delivered to the attention of Norberto Mendiola, Finance Director, Valley View Independent School District, Rt. 1, Box 122, Pharr, Texas 78577 (if mailed) or 9701 S. Jackson Road, Pharr, Texas 78577 (if hand-delivered). Please mark your envelope plainly: **“Hydro-mulch the Playground Area, Retention Pond Area, South Side of School Building Area, and West Side of School Building Area at Valley View Elementary (Bid #09-002-09), due date: Wednesday, September 17, 2008 at 4:00P.M.”** Responses sent by overnight mail should have the bid # written on the delivery ticket.

Bids will be accepted until Wednesday, September 17, 2008 at 4:00P.M., at which time they will be opened. Bids will be opened and read publicly, at the District Conference Room, which is adjacent to the Central Business Office Building, 9701 S. Jackson Road, Pharr, Texas. Any bids received late will be returned unopened. Valley View Independent School District is **not** responsible for bids misplaced or mailed incorrectly.

The awarding of the bid will take place at a public school Board meeting. The Board of Education reserves the right to accept or reject any and/or all bids, waive minor technicalities, or to award the bid to the most responsible offeror, which best serves the interest of the District.

Please fill out and fax page 20 to (956) 843-2109 immediately if you intend to respond.

We look forward to hearing from you.

Sincerely,

SIGNATURE ON FILE

Norberto Mendiola
Finance Director

Enclosures

Norberto Mendiola, Finance Director

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
 REQUEST FOR BIDS --HYDRO-MULCHING THE PLAYGROUND AREA, RETENTION
 POND AREA, SOUTH SIDE OF SCHOOL BUILDING AREA, AND WEST SIDE OF SCHOOL
 BUILDING AREA AT VALLEY VIEW ELEMENTARY
 BID# 09-002-09**

CONTRACTOR ACKNOWLEDGEMENT FORM

In order for your bid to be considered in the bid process, the following items are required to be included in the bid package:

Checklist:	Yes	No
1. Standard Terms and Conditions	_____	_____
2. Felony Conviction Notification	_____	_____
3. Conflict of Interest	_____	_____
4. Respondent's Bid	_____	_____
5. Pricing Sheet	_____	_____
6. Bid Specification Requirement Form	_____	_____
7. Non-Collusion Statement & Signature	_____	_____
8. W-9 Form	_____	_____
9. Bid Forms pertaining to this bid should have all lines filled in as needed:		

Company Name: _____

Address: _____

City, State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Authorized Signature: _____

Bidder (Print Name): _____

Official Position with Company: _____

*******THE CONTRACTOR ACKNOWLEDGEMENT FORM MUST BE SIGNED.
FAILURE TO SIGN FORM WILL RESULT IN REJECTION OF BID AND REMOVAL OF
 VENDOR FROM APPROVED VENDOR LIST FOR THE TIME SUCH BID IS IN FORCE*******

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
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POND AREA, SOUTH SIDE OF SCHOOL BUILDING AREA, AND WEST SIDE OF SCHOOL
BUILDING AREA AT VALLEY VIEW ELEMENTARY**

BID# 09-002-09

STANDARD TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND
CONDITIONS OF THIS BID UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND
SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED
CONDITIONS WILL PREVAIL

ANY EXCEPTIONS MUST BE IN WRITING

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bids should be submitted on this form and continued on any attached list(s) of items offered. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title, bid number and date to be opened. **Responses sent by overnight mail should include the bid # written on delivery ticket.**
2. Bids must be received at the Central Business Office before the hour and date specified. Late bids will not be considered under any circumstances.
3. Bids must have original signatures. Faxed or e-mail responses will not be accepted.
4. Bidders shall execute the Certification at the end of this Bid Invitation. Certification must include vendors' full name and address and shall bear the manually executed signature and the title of the authorized agent.
5. Bidder must complete and submit the enclosed FELONY CONVICTION NOTIFICATION with this bid.
6. The person whose signature appears on the Bid Form certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this bid is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U.S. General Services Administration (GSA) effective as of the date of opening of this bid, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state, or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
7. The Valley View Independent School District requires vendors to complete the Conflict of Interest Questionnaire (Form CIQ), as prepared by the Texas Ethics Commission, in compliance with House Bill 914, Chapter 176 of the Texas Local Government Code.
8. All vendors doing business with VVISD must have on file a current Form W-9 Request for Taxpayer Identification Number and Certification. A copy of this form is included for your completion and is to be submitted with your bid if not already on file.
9. All supplemental information required by the Bid Form must be included with the Bid. Failure to provide complete and accurate information may disqualify bidder.

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BID# 09-002-09**

STANDARD TERMS AND CONDITIONS (Continued)

10. Bids must show the unit price and total for specified quantity and shall include transportation F.O.B. destination prepaid and allowed. Pricing shall be entered on the Bid Form in ink or typewritten. Extension totals shall be entered in the "Extended Cost" block of the bid form. In case of error in extension, unit price shall govern. Amendments to bids, once filed, may be submitted in a sealed envelope only, properly identified, prior to opening hour.
11. Bids will represent a true and correct statement and shall contain no cause for claim of omission or error. If request for withdrawal of bid is allowed based on proof of mechanical error, bidder may be removed from approved bid list.
12. The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the District will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
13. Samples and/or product specification documents may be required for items, as specified in the Special Instructions or Specifications contained herein. Product specification documents shall be submitted with the bid, properly referenced and clearly marked so as to indicate related bid item. Samples must be properly labeled and identified and must be submitted separately on or before bid opening. The label for a properly identified sample is to contain: (1) vendor's name, (2) bid number, (3) bid item number, and (4) item name corresponding to the one shown on the bid document. All transportation charges for samples shall be borne by the vendor. During evaluation, samples are handled by many different employees and may be lost or destroyed in the process. VVISD assumes no responsibility for handling of samples.
14. In order to ensure the integrity of the selection process, bidder's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the offeror's response, directly or indirectly, through any contact with school board members or other district officials from the date this solicitation is released until the award of a contract by the Board of Trustees.
15. A written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
16. Deliveries under terms of these offers will be in accordance with the dates indicated herein except where no date is indicated, the vendor will enter the earliest date, which can be assured. If delays are foreseen, written notice shall be given to VVISD Business Office, which will consider an extension. Vendors should keep the school district advised of the status of orders, as failure to meet delivery dates may result in removal from approved bidders list. Delivery of purchases in good condition will be vendor's responsibility and no delay in receipt or replacement of items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified. Deliveries will be accepted Monday through Friday, 8:00A.M. to 4 P.M. only.

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BID# 09-002-09

STANDARD TERMS AND CONDITIONS (Continued)

II. CONTRACT CLAUSES

1. TYPE AND TERMS OF CONTRACT

This is a fixed price, requirements contract (or supply contract) under which the District shall order its requirements for the supplies and services described in the Bid Form from the successful bidder(s) for the duration of the contract. Quantities shown are the District's best estimate of its requirements for the contract term, but should not be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. The term of this contract shall be for thirty days, the term commencing upon award by the Board of Trustees.

2. PAYMENT TERMS

Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the District, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

3. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the District. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.

4. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense, and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.

5. GRATUITIES

The District may, by written notice to the Contractor, cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Valley View Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

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STANDARD TERMS AND CONDITIONS (Continued)

6. **FORCE MAJEURE**
 - a. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - b. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, land sinkage, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond 30 days after the event or cause relied upon, then upon written notice after the thirty (30) days, the District reserves the right to cancel this contract without any further liability.
7. **ASSIGNMENT – DELEGATION**

No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. **WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. **MODIFICATIONS**

This contract can be modified or rescinded only by a written agreement signed by both of the parties or their duly authorized agents.

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STANDARD TERMS AND CONDITIONS (Continued)

10. **INTERPRETATION-PAROL EVIDENCE**
This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
11. **APPLICABLE LAW**
This contract shall be governed by the laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code, as adopted in the State of Texas as effective and in force on the date of this contract.
12. **ADVERTISING**
Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
13. **VENUE**
Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
14. **TITLE & RISK OF LOSS**
The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts, and takes possession of the goods at the points of delivery.
15. **DELIVERY TERMS AND TRANSPORTATION CHARGES**
F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in bid. The District cannot and will not accept tailgate deliveries, unless specified otherwise in the contract or on the order document. All deliveries, unless specified otherwise in the contract or order document, will be made to the campus or department specified, between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge.
16. **PLACE OF DELIVERY**
The place of delivery shall be that set forth in the solicitation. Any change thereto shall be affected by modification as provided for in Clause 9, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

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STANDARD TERMS AND CONDITIONS (Continued)

17. **SPECIAL TOOLS & TEST EQUIPMENT**
If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.
18. **WARRANTY-PRICE**
- a. The price to be paid by the District shall be that contained in the Contractor's bid, which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to the District for breach at Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
19. **WARRANTY-PRODUCTS**
Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the drawings and descriptions shall govern.
20. **SAFETY WARRANTY**
Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the contractor must notify the District immediately for the name of a suitable substitute asbestos-free product.

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STANDARD TERMS AND CONDITIONS (Continued)

21. **NO WARRANTY BY THE DISTRICT AGAINST INFRINGEMENTS**
As part of this contract for sale, Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the District be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, Contractor will hold the District harmless. If the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements.
22. **RIGHT OF INSPECTION**
The District shall have the right to inspect the goods before accepting them.
23. **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS**
Valley View I.S.D. requires compliance with executive order 11246, entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**
Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, the member is not required to abstain from further participation.
25. **FUNDS AVAILABILITY**
Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the VVISD Board of Trustees or otherwise not made available to the District.
26. **RIGHT TO ADDITIONAL COMPETITION**
VVISD occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of VVISD.

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STANDARD TERMS AND CONDITIONS (Continued)

27. **TERMINATION**

The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the District, for convenience.

28. **TAXES**

Excise tax exemption certificates will be furnished by the VVISD Business Office for items designated in bids as requiring such certificates.

29. **COPYRIGHTS AND PATENTS**

In the event the contractor develops materials or products resulting in a copyright or patent while in the performance of this contract, the rights from those materials will accrue to the District.

30. **RETENTION OF AND ACCESS TO RECORDS**

The contractor shall retain any books, documents, papers, and records that are directly pertinent to the contract. The contractor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of five (5) years following termination of the contract.

31. **LIABILITY AND INSURANCE**

The contractor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

- **Insurance Coverage**

The Contract shall be fully liable to provide and maintain in force during the life of this Contract, such insurance as General Comprehensive Liability Insurance, Comprehensive Auto Liability Insurance, and Workers' Compensations Insurance to assure to the District the protection contained in the foregoing indemnification provision undertaken by the Contractor. Such policies shall be issued by companies authorized to do business in the State of Texas and having agents upon whom service of process may be made in the District and shall contain as a minimum, the following provisions, coverage, and policy limits of liability.

- **General Liability**

General Liability Insurance as shall protect the District, the contractor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit bodily injury and property damage, and an amount no less than **One Million Dollars (\$1,000,000)** for damages on account of all occurrences.

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STANDARD TERMS AND CONDITIONS (Continued)

➤ Auto Liability

Auto Liability Insurance with bodily injury limits of not less than **Three Hundred Thousand Dollars (\$300,000)** per occurrence, **Five Hundred Thousand Dollars (\$500,000)** Aggregate, and property damage limits of not less than **Three Hundred Thousand Dollars (\$300,000)** per occurrence.

➤ Worker's Compensation

Worker's Compensation and Employer's Liability Insurance with minimum limits as required by the State of Texas, but in no case less than **One Hundred Thousand Dollars (\$100,000)**.

• Proof of Insurance

The contractor shall furnish to the District, at the District's request, a Certificate of Insurance or duplicate policies of insurance described above, which specifically protect the District. The vendor also agrees to enter a defense on behalf of the District, to any and all suits or actions, in which the liability of the District is vicarious and is predicted upon allegation of some act of omission by the contractor, subcontractor, or their agents.

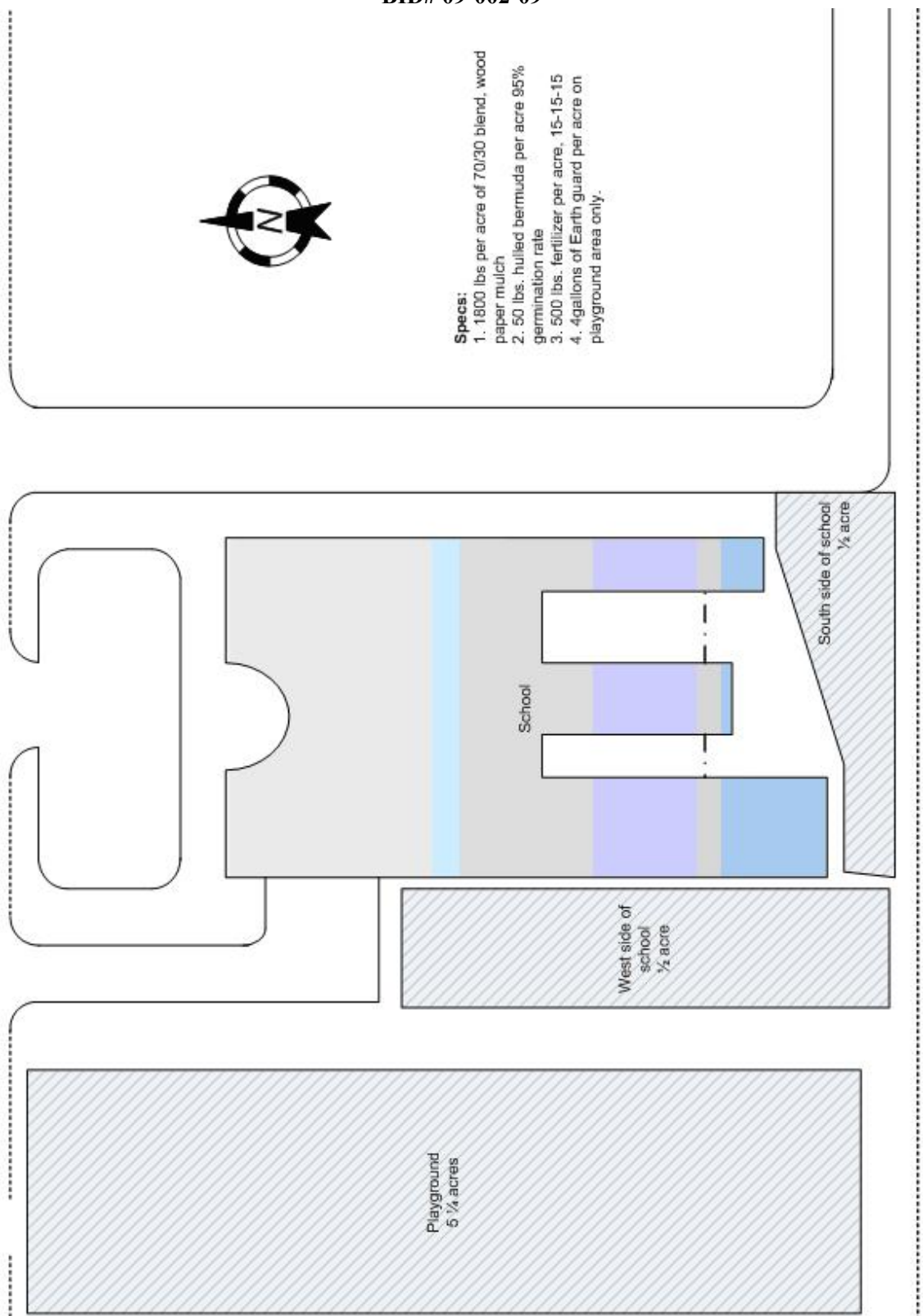
III. SPECIFICATIONS

It is the intent of Valley View Independent School District to contract with a contractor who will hydro-mulch the playground area, retention pond area, south side of the school building area, and west side of the school building area at Valley View Elementary School, as specified on Page 12 of bid specifications. Furthermore, it is required that the contractor use: (1) 1800 lbs. per acre of 70/30 blend, wood paper mulch; (2) 50 lbs. per acre of hulled Bermuda grass seed (95% germination rate); (3) 500 lbs. of fertilizer per acre (15-15-15); and (4) 4 gallons of Earth Guard per acre on playground area only, as specified on Page 12 of bid specifications.

For further information regarding the hydro-mulching of the above-noted designated areas at Valley View Elementary, please call Jonathan Larraga, Director of Maintenance and Transportation at (956) 787-9440.

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FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) 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 services performed before the termination of the contract.”

This Notice is not required of a Public-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 is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company Official’s 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.

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

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Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offence if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor</p>	<p>OFFICE USE ONLY</p> <p>Date received</p>
<p>1) Name of person doing business with local governmental entity.</p>	
<p>2)</p> <p><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 September 1 of the year for which an activity described in Section 176.006 (a) Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3)</p> <p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money.</p>	
<p>4)</p> <p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs local government officer of the governmental entity that is the subject of this questionnaire.</p>	

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
 REQUEST FOR BIDS -- HYDRO-MULCHING THE PLAYGROUND AREA, RETENTION
 POND AREA, SOUTH SIDE OF SCHOOL BUILDING AREA, AND WEST SIDE OF SCHOOL
 BUILDING AREA AT VALLEY VIEW ELEMENTARY
 BID# 09-002-09**

Conflict of Interest Questionnaire (Continued)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

5) Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6) Describe any other affiliation or business relationship that might cause a conflict of interest.

7)

Signature of person doing business with the governmental entity

Date

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
REQUEST FOR BIDS -- HYDRO-MULCHING THE PLAYGROUND AREA, RETENTION
POND AREA, SOUTH SIDE OF SCHOOL BUILDING AREA, AND WEST SIDE OF SCHOOL
BUILDING AREA AT VALLEY VIEW ELEMENTARY
BID# 09-002-09**

BID FORM

Vendor Name: _____

Ordering Address: _____

Payment Address: _____

Contact Name for this contract: _____

Telephone number: _____

Fax Number: _____

Total Cost to complete project: \$ _____

(Please complete Pricing Sheet on page 17 of bid specifications.)

Estimated time to complete project: _____ days

Acknowledgement of addenda # _____

Selection Criteria will be based on Texas Education Code 44.031

By signing below you agree to participate in this bid with the Valley View ISD and you attest to the representations and certifications made and included as part of the bid.

Submitter's Signature: _____

Submitter's Name/Title: _____

E-Mail Address: _____

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
 REQUEST FOR BIDS -- HYDRO-MULCHING THE PLAYGROUND AREA, RETENTION
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BID# 09-002-09

Pricing Sheet

Description of Item	Quantity	Unit Cost	Extended Cost
70/30 Blend, Wood Paper Mulch			
Hulled Bermuda Grass Seed			
Fertilizer			
Earth Guard			
Other			
Subtotal			

Labor			
TOTAL COST			

Note: Make copies of this sheet or include attachments if additional space is needed.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
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BID# 09-002-09

BID SPECIFICATIONS REQUIREMENTS

To be filled in by offeror and submitted with bid

Is this bid in conformity with the enclosed specifications?

Yes _____ No. _____

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered proposed in this bid may be deemed sufficient grounds for rejection of a vendor's bid.

Comments:

_____	_____	_____
BID Number	Date	Company Name

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
REQUEST FOR BIDS -- HYDRO-MULCHING THE PLAYGROUND AREA, RETENTION
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BUILDING AREA AT VALLEY VIEW ELEMENTARY**

BID# 09-002-09

NON-COLLUSION STATEMENT & SIGNATURE SHEET

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm partnership, or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, or to any person affiliated with Valley View I.S.D., prior to the official opening of this bid.

I, _____, have read the standard terms and conditions.
(Print/Type Name of Company Officer)

I fully understand them and will fully execute them if I am awarded this bid.

I have represented the truth concerning the felony conviction notification.

I fully understand the bid specifications.

Company Name: _____

Address: _____

City, State: _____ **Zip Code:** _____

Phone Number: _____ **Fax Number:** _____

Authorized Signature: _____

Bidder (Print Name): _____

Official Position with Company: _____

* The signing on Page 19 indicates understanding and acceptance of this bid's terms and conditions.

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT
REQUEST FOR BIDS --HYDRO-MULCHING THE PLAYGROUND AREA, RETENTION
POND AREA, SOUTH SIDE OF SCHOOL BUILDING AREA, AND WEST SIDE OF SCHOOL
BUILDING AREA AT VALLEY VIEW ELEMENTARY**

BID# 09-002-09

**Please fill out this form and fax immediately to
Valley View ISD if you intend to submit a bid.**

Company Name _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

Fax Number _____

Contact Name _____

Email Address _____

Please fax this document to (956) 843-2109 to ensure
that you receive any addenda.

* The signing on Page 19 indicates understanding and acceptance of this bid's terms and conditions.