

**KERRVILLE ISD  
REQUEST FOR PROPOSAL FOR APPROVED VENDORS LIST  
SCHOOL YEAR 2010 - 2011**

**DESCRIPTION OF WORK: CONSTRUCTION SERVICES**

1. Cut opening in an 8" CMU block wall, install new lentil, install 3'-0"x7'-0" metal door and frame. Repair and refinish all CMU blocks and make ready for paint. Install hardware provided by the KISD.

Flat labor cost (per opening) \_\_\_\_\_

2. Cut a cased opening of approximately 20' in length, 7' tall in a typical 2x4 wall with sheetrock on both sides. Tape, float, texture, sheetrock and make ready for paint. Material provided by the KISD.

Flat labor cost (per opening) \_\_\_\_\_

3. Cut a 2x4 wall that is sheetrocked on both sides and make ready for a 4030 sliding window. Trim and make ready for paint. Material provided by the KISD.

Flat labor cost (per opening) \_\_\_\_\_

4. Add metal lathe and stucco to a 2x4 wall 8' tall, 60' long and make ready for paint. Materials provided by the KISD.

Flat labor cost (per project) \_\_\_\_\_

5. Construct an 8' x 20' CMU wall with cap. Includes full concrete every 3<sup>rd</sup> hole and 2 horizontal beams. Make ready for paint. Materials provided by the KISD.

Flat labor cost (per project) \_\_\_\_\_

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

Signature \_\_\_\_\_

The attached Request for Proposal for Approved Vendors List (RFP) is being sent out to obtain qualified vendors for work to be performed throughout the current school year. This RFP is not intended for any particular project to be performed for Kerrville Independent School District.

All RFP's must be submitted in a SEALED envelope with the vendors name and address listed on the outside AND delivered to KISD Business Office on the date and time posted in the published Notice of Proposals.

Prior to the issuance of a Purchase Order and/or Contract, the successful vendor, as Contractor, shall show proof they carry and maintain in force the following amounts of insurance:

Contractor's Liability Insurance shall be furnished to the Kerrville Independent School District (KISD) with the following minimum limits prior to execution of the contract.

The Contractor shall provide an endorsement to the Worker's Compensation policy which grants waiver of subrogation in favor of KISD. KISD shall be listed as additional insured on the Contractor's General Liability Coverage.

The Contractor shall provide All Risk Builder's Risk insurance against the perils of fire, lightening, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount 100% of the value of the improvements. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by KISD.

Workmen's Compensation:	Statutory (Including Waiver of Subrogation Endorsement)	
Employer's Liability:	\$500,000.00	
Comprehensive General Liability:		
Occurrence	\$500,000.00	
Aggregate	\$500,000.00	
Personal Injury	\$500,000.00 each person	
(Coverage to include groups A, B, & C w/exclusion "C" aggregate removed.)		
Property Damage	\$500,000.00 each occurrence	\$500,000.00 aggregate
Independent Contractors	(Same limits as above)	
Contractual Liability	(Same limits as above)	
Products and Completed	(Same limits as above, Operations for (1) year commencing with Issuance of final Certificate for Payment.)	
Automobile Liability:	\$500,000.00	
Bodily Injury/Property Damage	\$500,000.00 combined single limit	
Property Damage	\$500,000.00 each occurrence	

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to KISD. KISD's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

The policy or policies so issued in the name of Contractor shall also name subcontractors and KISD as additional insureds, as their respective interests may appear. Such coverage shall be primary coverage.

If this insurance is written with stipulated amounts deductible under the terms of the policy, the contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If KISD is damaged by the failure of the Contractor to maintain such insurance and to so notify KISD then the Contractor shall bear all reasonable costs properly attributable thereto.

Respondents must adhere to the District's required Workers' Compensation Coverages of 29 TAC 110.110 (C) (7), adopted to implement Texas Labor Code 406.096.

## **Worker's Compensation Insurance Coverage**

### **A. Definitions:**

Certificate of coverage ("certificate")- A copy of a Certificate of Insurance, a Certificate of Authority to Self-Insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on a Project is required for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/Person's work on the Project has been completed and accepted by the Governmental entity.

Persons providing services on the Project ("Sub-Contractors" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, Independent Contractors, Sub-Contractors, Leasing Companies, Motor Carriers, Owner-Operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.11 (44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a Project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the Project, so the governmental entity will have on file certificates of coverage for all persons providing services on the Project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

F. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a Project to:

(1) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project for the duration of the Project;

(2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project;

and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for one (1) year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew, or should have known, of any change that materially affects the provisions of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

**J.** By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the Project will be covered by Workers' Compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**K.** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice to breach from the governmental entity.