



*Santa Fe Independent School
District
Cowan Education Center
4133 Warpath
Santa Fe, Texas 77510
(409) 925-3526*

June 4, 2015

NOTICE

Sealed proposals addressed to the Santa Fe Independent School District, Attention: Lee Davidson, Chief Financial Officer, will be received in the Business Department at Cowan Education Center, 4133 Warpath, Santa Fe, Texas 77510 until:

**3:00 pm, Thursday, June 25, 2015 for
RFP# 2016-09-002 "CUSTODIAL SUPPLIES"**

At which time the names of the companies submitting proposals will be read aloud. Vendors may attend but the presence of the vendor is not required.

Prospective vendors shall submit one (1) original and two (2) hard copies in a sealed envelope clearly marked with "RFP#2016-09-002 CUSTODIAL SUPPLIES". Failure to submit a proposal in the manner requested may result in rejection of the proposal.

Any proposal received later than the specified time, whether delivered in person or mailed, shall remain unopened.

Santa Fe ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district and waive any informality.

The length of the contract award shall be for one (1) year beginning September 1, 2015, renewable for one (1) additional one (1) year term by mutual consent.

**Lee Davidson, CPA
Chief Financial Officer**

GENERAL CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

Proposals shall be delivered with all required data by the time and date specified. Any proposal received after the required time and date will not be considered. Santa Fe ISD shall not be held liable for any proposal improperly identified and thus not considered for award.

NO BID: Bidders may opt to send a NO BID response to Santa Fe ISD. Vendors not responding to a bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

LATE BID: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Santa Fe ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Business Department shall be the official time of receipt.

UNSIGNED BIDS will **NOT** be considered. Only **SEALED BIDS/PROPOSALS** will be accepted. Faxed or electronic submissions will **NOT** be accepted.

VENDOR shall provide with bid response, all required documentation and forms in the format received. Failure to provide this information may result in rejection of bid.

BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.

DURING THE LIFE OF THE CONTRACT: If the successful bidder's net prices to other customers for awarded items are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Santa Fe ISD.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of goods/services. All items must meet OSHA Standards of Compliance and be asbestos free.

SAMPLES, if applicable or requested, shall be furnished at no cost to Santa Fe ISD within five (5) days of the request. If not destroyed or consumed during the evaluation, samples will be returned to the bidder, by request, at the bidder's expense. Samples received and not requested for return by the bidder, will be considered a donation to the district.

ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.

DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be new, in first class condition, including containers suitable for shipping or storage, unless otherwise indicated in the bid. Santa Fe ISD will not accept "factory seconds" unless a product sample is submitted and deemed a suitable replacement in design, strength and quality by the Director of Maintenance and Operations.

REMEDIES: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. The bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

RESPONSIBLE BIDDER: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality of performance and completion of contract within a specified time period.

REFERENCES: A list of at least three (3) references where like goods/services have been supplied by the vendor to entities of similar size and scope should be attached. Include name of firm/district, address, telephone number and name of representative.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder without the permission of Santa Fe ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of the bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on an unresponsive vendor list.

BID EVALUATION: Bids must be submitted on Santa Fe ISD forms for consideration. Additional information may be attached for evaluation purposes. The lowest bid will not necessarily be the successful bid.

EVALUATION CRITERIA: The evaluation criteria will include but not be limited to: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the district's needs; (5) the vendor's past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor's goods or services; (8) whether the vendor or vendor's parent company or majority owner has its principal place of business in Texas; and (8) any other relevant factor as listed in the project documents.

BID AWARD: Santa Fe ISD reserves the right to award bids as a whole or on a line item basis, whichever proves most advantageous to the district. The bidder shall provide unit prices on quantity specified and extended amount. In the event of errors, the unit price shall govern.

DELIVERY: All products delivered as a result of an awarded bid, must have the delivery and/or freight charges (FOB) to Santa Fe ISD DESIGNATED LOCATION with inside delivery included in the bid price.

SALES TAX: Santa Fe ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

DISCOUNTS: No cash advance discounts will be considered.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Santa Fe ISD.

DEVIATIONS FORM SPECIFICATIONS: All deviations from specifications must be noted in writing and in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written, not previously submitted as required, will be grounds for rejection of the materials, goods, equipment or services upon delivery.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Santa Fe ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Santa Fe ISD will not accept substitutes after item(s) have been awarded as specified. Santa Fe ISD reserves the right to accept or reject any, all or none of the bid exception(s)/ substitution(s), as deemed in the best interest of Santa Fe ISD.

DESCRIPTIONS: Any reference to model, make or manufacturer used in bid specifications is descriptive, not restrictive. References will be used to indicate the type and quality desired by the district. Bids on items of like quality will be considered.

"OR EQUAL" PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the district to properly analyze an "or equal" item.

ADDENDA: Any interpretations, corrections or changes to this bid and specifications, will be made by addenda. Sole issuing authority of addenda shall be vested in Bob Atkins, Director of Maintenance and Operations. Inquiries shall be made in the form of an email to Bob.Atkins@sfisd.org. No addenda will be issued later than five (5) business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. Addenda will be emailed to all who are known to have received a copy of the bid.

CHANGE ORDERS: No oral statement of any person shall modify otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Santa Fe ISD Chief Financial Officer.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Santa Fe ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by an person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Santa Fe ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises

themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Santa Fe ISD growing out of such injury or damages.

CONTRACT: This bid, when properly accepted by Santa Fe ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Santa Fe ISD. No different or additional terms will become a part of this contract with the exception of change orders.

TERMINATION OF CONTRACT: This contract shall remain in effect until expiration. Delivery and acceptance of products and/or performance of services is subject to the following conditions:

- Santa Fe ISD reserves the right to review the performance of vendor at all times and;
- Santa Fe ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Santa Fe ISD approval at any time on (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Santa Fe ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

Santa Fe ISD reserves the right to terminate contracts at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

TERMINATION FOR DEFAULT: Santa Fe ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Santa Fe ISD in the event of breach or default of this contract. Santa Fe ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet schedules;
- Default in the payment of any fees;
- Otherwise perform in accordance with these specifications.

REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Santa Fe ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Santa Fe ISD, the district may, within a ten (10) day notice, terminate this agreement and receive the pro-rata portion of the contract sum paid to the vendor by Santa Fe ISD for the unexpired term of the agreement.

BREACH OF CONTRACT or default authorizes Santa Fe ISD to exercise any or all of the following rights:

- Santa Fe ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
- Santa Fe ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due;
- Santa Fe ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Santa Fe ISD. In such event, the district may charge the successful bidder the difference for any additional cost of such bid items.

IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Santa Fe ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Santa Fe ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

BIDDER, IN SUBMITTING THIS BID, agrees that Santa Fe ISD shall not be liable to prosecution for damages in the event that Santa FE ISD declares the bidder in default.

GRACE PERIOD: Santa Fe ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

NOTICE: Any notice provided by this bid, (or required by law), to be given to the successful bidder by Santa Fe ISD, shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Santa Fe, Texas, by registered or certified mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Santa Fe ISD from claim involving infringements of patents and /or copyrights.

NON-WARRANTY OF PROPOSAL: Due care and diligence has been exercised in the preparation of the proposal and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the service required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this proposal. The District reserves the right to request additional information from the vendor after the submission date.

PURCHASE ORDER: A purchase order(s) shall be generated by Santa Fe ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Santa Fe ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department delivery location, (c) Santa Fe ISD purchase order number, (d) descriptive information as to the item(s) delivered, including project code, item number, quantity, number of containers, etc.

PRODUCTS SUPPLIED under this contract shall be subject to Santa Fe ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Santa Fe ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Santa Fe ISD.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Santa Fe ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Santa Fe ISD.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Santa Fe, Galveston County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Santa Fe ISD.

SILENCE OF SPECIFICATION: the apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

FORCE MAJEURE: Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

EQUAL EMPLOYMENT OPPORTUNITIES LAWS: Successful bidder will be required to comply with applicable equal employment opportunity laws and regulations.

PAYMENT will be made upon receipt and acceptance by Santa Fe ISD of items(s) ordered and receipt of a valid invoice, in accordance with the State of Texas prompt Payment Act, Chapter 2251, Government Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from receipt of payment. Vendors and contractors may negotiate and the district will consider earlier payment terms if such terms are advantageous to Santa Fe ISD.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must submit a Conflict of Interest Questionnaire, if required, no later than the seventh (7th) business day after the date the person becomes aware of facts that require the statement to be filed, as required by Local Government Code, Section 176.006.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file with district.

ALL VENDORS MUST ALSO INCLUDE: A Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with the bid.

ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO BOB ATKINS, DIRECTOR OF MAINTENANCE AND OPERATIONS – Bob.Atkins@sfisd.org.

NOTE: Santa Fe ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities and/or employment practices.

SCOPE OF WORK

Santa Fe ISD, (the District), is seeking sealed proposals from qualified vendors for the purpose of supplying custodial supplies for the District.

Evaluation will be based on determining the best overall value to the District. See section under General Conditions on Evaluation Criteria for detail. All attachments must be completed for the vendor to be evaluated.

The District intends to initiate this contract for a one (1) year period beginning September 1, 2015 through August 31, 2016, with renewal options for one (1) additional one (1) year term requiring approval by the Board of Trustees. It is the desire of the District to maintain a long-term relationship with the vendor selected, assuming the service and product quality meets requirements and pricing remains competitive. The District expects to award this contract after approval by the Board of Trustees at the July 20, 2015 regular meeting. Service and cost price comparisons will be made as required using the terms and conditions of this proposal.

SPECIAL CONDITIONS

The provisions of this section entitled “**SPECIAL CONDITIONS**” shall govern in the event of any conflict between them and the “**GENERAL CONDITIONS**” of this agreement.

EVALUATION OF PROPOSALS: All submissions received from interested companies will receive a fair evaluation. While price is a paramount consideration, the District will consider all applicable factors, including services and responsibility of the vendor in determining the best submission. Respondents shall not contact any district personnel other than the Director of Maintenance and Operations with regard to the proposal process, status of evaluation, questions in the form of an addendum, or contents of proposals. Failure to abide by this requirement may be cause to reject the proposal and to accept any proposal considered to be in the best interest of the District. The District reserves the right to waive any information or minor technicalities or to accept any submission deemed advantageous to it. Proposals received by the District that do not comply with this specific proposal may not be considered.

AWARD: At the conclusion of all evaluation activities, an award recommendation will be made to the District Board of Trustees. The District will act as sole judge in determining the suitability of goods and services of respondents. Upon award, the implementation plan will be further developed along with a timetable for the implementation as needed. Any or all portions of this proposal and all portions of the response may be incorporated into the final contractual agreement. All negotiated agreements must ultimately be reduced to writing and signed by the respondent.

AUDITS: The District shall be given reasonable rights to perform audits by the District’s own personnel and/or an outside firm of consultants/auditors, in order to investigate the District’s administration services, and evaluate performance of the vendor. The vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards.

MATERIAL SAFETY DATA SHEETS (MSDS): The Federal Government requires that the District obtain current and accurate MSDS for each product that may contain hazardous substances, create hazardous substance as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The successful vendor(s) must furnish these sheets on all items with the initial delivery of each item to the warehouse and/or department location. This information shall be provided on a 16 Section MSDS Form or a suitable equivalent.

SPECIFICATIONS

- The specifications as written are intended to serve as a guide and not intended to eliminate any company from bidding.
- All required forms must be completed and submitted with the proposal. Failure to do so can result in proposal disqualification.
- For a proposal item other than specified to be considered, the vendor must provide the District with all pertinent product information including brochures, MSDS and samples.
- The successful bidder(s) shall provide a minimum of two (2) material training sessions for district employees each year.
- The District currently uses a complete chemical mixing/dispensing system which includes a five level shelving unit to hold liquid cleaner concentrates. All potential vendors shall quote, if applicable, a system of equal value and include any and all written information pertaining to the system. The system must come with hand held spray bottles with silk screen printing in both English and Spanish for each product to meet USDA Standards.
- Samples are required on all products submitted for proposal free of charge. Vendors who are presently under contract to provide products indicated need not submit another sample. All samples must be clearly labeled with supplier's name.
- Suppliers are expected to carry sufficient inventory to cover the needs of the district.
- The District will not be responsible for any product that the supplier has on hand at the end of the contract.
- Maximum delivery time on orders will be forty-eight (48) hours.
- All deliveries are to be made Monday through Friday, during regularly scheduled District workdays, between the hours of 7:00 am to 11:30 am and 12:30 pm to 3:00pm.
- Invoices shall be presented with each delivery; invoices are to be verified for accuracy with shipment, signed and retained by the District.
- All shipping and handling costs should be included in the bid price.
- Statements must be received before the fifth (5th) of each month to the following address: Santa Fe ISD, Attn: Bob Atkins, Maintenance Department, PO Box 370, Santa Fe, TX 77510.
- The contract period will run for one (1) year; September 1, 2015 through August 31, 2016, renewable for one (1) additional one (1) year term by mutual consent of both parties.
- No substitutions of any product will be accepted without prior approval or consent by the Director of Maintenance.

CLEANING SUPPLIES & CLEANING EQUIPMENT CHEMICAL MIXING DISPENSING

1. COMPLETE CHEMICAL MIXING DISPENSING AND STORAGE FOR LIQUID HOUSEKEEPING CLEANERS. TO INCLUDE BUT NOT LIMITED TO:
 - A. P.H. NEUTRAL CLEANER
 - B. DISINFECTANT CLEANER (quaternary)
 - C. GLASS CLEANER
 - D. GRAFFITI REMOVER
 - E. FOOD SERVICE DEGREASER
 - F. CARPET EXTRACTION CLEANER
 - G. NON-ACID BATHROOM BOWL/TILE CLEANER
 - H. MOPS AND OTHER RELATED SUPPLIES
 - I. WAX
 - J. TUB/TILE CLEANER ACID TYPE

2. THE SYSTEM IS ALSO TO INCLUDE SOME TYPE OF PROPORTIONING DEVICE WITH ADJUSTABLE DILUTION RATIOS THAT AUTOMATICALLY PUMPS WATER FROM TAP, MIXES WATER WITH THE CHEMICAL CONCENTRATE. THE DISTRICT WILL REQUIRE APPROXIMATELY A TOTAL OF FOURTY CHEMICAL PROPORTIONING/CONTROL SYSTEMS.

3. IF VENDORS CHEMICAL ARE USED, THERE SHALL BE NO CHARGE TO THE DISTRICT FOR THE COMPLETE CHEMICAL MIXING DISPENSING UNIT.



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(409) 925-3526*

**BID ACKNOWLEDGEMENT FORM
RFP#2016-09-002 CUSTODIAL SUPPLIES**

All vendors must complete this acknowledgement form along with all of the following forms to be considered.

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agree to furnish all goods and services specified at the prices and transportation costs as proposed. (Failure to sign will disqualify this proposal).

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification and the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf;
- e. Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. Or violation or breach of this warranty, Santa Fe ISD shall have the right to annul this contract without liability;
- f. As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CQI form can be obtained directly from Santa Fe ISD Business Department, 4133 Warpath, Santa Fe, Texas 77510.
- g. The undersigned certifies that to his/her knowledge, no Santa Fe ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.
- h. The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district, will be an integral part of any contract awarded as a result of this response submitted.

Company Name: _____

Address: _____ Phone Number: _____

Authorized Signature: _____

(Print Name)

Title: _____ Date: _____

REFERENCES

The references section must be filled out completely. Proposals submitted without references may be disqualified from consideration. Please list three (3) references for which the vendor has provided like products/services on a regular basis within the past year.

Name of Firm or District: _____

Name of Representative _____

Address: _____

Telephone Number: _____

Name of Firm or District: _____

Name of Representative _____

Address: _____

Telephone Number: _____

Name of Firm or District: _____

Name of Representative _____

Address: _____

Telephone Number: _____

The undersigned agent confirms that the above references may be contacted by the District.

Signature of Authorized Agent

Company Name

Date

CLEANING SUPPLIES & CLEANING EQUIPMENT
CLEANING SUPPLIES ITEM

ITEM	PRICE	QUANTITY PER YR
<u>Neutral Cleaner</u> Buckeye Straight Up / or Equal For use in cold water. No rinsing required. 100% biodegradable Cost per five (5) gallons of concentrate: Must be packaged in recyclable container.		
<u>Glass Cleaner</u> Buckeye Star Spray / or Equal No alcohol or ammonia, Fast drying, Non streaking formula: Cost per one (1) gallon of concentrate: Must be packaged in recyclable container.		
<u>Disinfectant Cleaner</u> Buckeye Quat / or Equal 100% biodegradable: Hospital grade: No rinsing required: Must be packaged in recyclable container: Effectively kills HIV, Herps Simplex 1 & 2, German Mensles, Athletic Foot: mildewstat. Cost per one (1) gallon of concentrate: Chase Hospital Spray disinfectant or equal		
<u>All Purpose Cleaner</u> Buckeye Workout / or Equal For use in cold water. No rinsing required: Cost per one (1) gallon of concentrate: Must be packaged in recyclable container Buckeye Blue or equal Effective in cold and hard water Cost per one (1) gallon of concentrate: Must be packaged in recyclable container B D Devour 6 per case or equal		
<u>Carpet Extraction Cleaner</u> Buckeye Jet Stream / or Equal Must have build-in defoamer & build-in odor eliminators: No solvents or butyl, Must have optical brighteners: Must be effective on water & oil based soils: Cost per one (1) gallon of concentrate: Must be packaged in recyclable container. Buckeye Stabilize / or equal Adjusts pH of carpeting. Cost per (1) gallon of concentrate. Buckeye Defoam / or equal Eliminates foam from residues. Price per (1) gallon of concentrate.		
<u>Cleaner / Degreaser</u> Buckeye Foodmaster / or Equal Will not effect floor finish, Biodegradable, USDA authorized: Cost per one (1) gallon of concentrate:		

<u>Floor Finish</u> Buckeye Castleguard Wax/ or Equal Total solids no less than 24.8%, Cost per fifty five (55) gallon and five (5) gallon Revelations Stripper 55 Gal and 5 Gal Or Equal Juggernaut Stripper 55 Gal and 5 Gal Or Equal RipSaw Stripper 55 Gal and 5 Gal Or Equal Buckeye Citation Sealer Finish 55 Gal and 5 Gal Or Equal Buckeye R.P.M. / or equal Realistic Prodeessional Maintenance Finish Enhancer. Price per (5) gallons. 450 Gym Finish 5 Gallon Pre Game Solution Kleen Up Sovent		
<u>Tub and Tile Cleaner</u> Buckeye Gel Scrub / or Equal Film free: Pleasant fragrance: Convenience packing action packs 12 x 1 ready to use quarts. With Grip & Go trigger spray bottles with silk-screened with Right to Know and WHMIS information.		
<u>Feather Duster</u> UNISAN Premium Feather Duster Model# UNS 20BK/ or Equal		
<u>Floor Pads & Hand Pads</u> Black Strip 20" Floor Pad, 5/cs Green Top Scrub 20" Floor Pad, 5/cs SPP Pad 20" in maroon thin line 10/cs SPP pad 14x20" in maroon thin line 10/cs Red 14"x20" Floor Pads price per case White 14"x20" Floor Pads price per case SSS Natural Poly Burnish 20" Floor Pad 5/cs Product#51368 or Equal Eraser Burnish 20" Floor Pad 5/cs Red Spray Buff 20" Floor Pad 5/cs White Super Polish 20" Floor Pad5/cs Hand Scrub Pad (Green) 5/box 120 Sand Screen Disc 20" Screen Sanding Sheet 14X28 120 Grit Lambs Wool 23" Lambs Wool 30" LAMBS Wool Applicator Pads - 16" Or Equal Cloth Stretch N Dust 36X24 YW OR 200 CS		
<u>Furniture Polish</u> 4/gal/cs Misty Lemon Oil Polish / or Equal		
<u>Glass Cleaner Accessories</u> Telescoping Pole 8' each Window Squeegee 12" Complete each		
<u>Gloves</u> Flocked Lined Latex X-Large Price per dozen. Flocked Lined Latex Large Price per dozen. Flocked Lined Latex Small Price per dozen. Flocked Lined Latex Med Price per dozen. Non-latex powder free disposable gloves X-Large 100/box Non-latex powder free disposable gloves Large 100/box Non-latex powder free disposable gloves Med. 100/box		

Non-latex powder free disposable gloves Small 100/box		
<u>Janitorial Caddy Bags</u> Rubbermaid 25 gallon vinyl bag / or Equal		
<u>Janitorial Cleaning Carts</u> Rubbermaid Janitor Carts / or Equal		
<u>Laundry Products</u> Liquid Concentrate Soap High Efficiency price per wash and per unit Wind Fresh Powder Soap High Efficiency 32.5 lb container 200 washes per container or Equal		
<u>Mopping</u> Unger SmartColor Combo 30L System Mop Bucket and Side Press Part#COMBG / or Equal Unger SmartColor Micro Mop 15.0 in all colors 5/pk / or Equal Unger SmartColor Micro Mop 7.0 in all colors 5/pk / or Equal Unger SmartColor RoughMop ST45S Series in all colors 5/pk/ or Equal Unger SmartColor Mop Holder /or Equal Unger Smart Color String Mop Holder / or Equal Unger SmartColor Tele-Pole 250 / or equal Mop Head Floor Finish 47 Ply blend Blue/White Uni 60" Jaws Mop handle Item# UNS 610 or equal Spring Action Mop handles Toilet Bowl Swab Unger Ergo Toilet Brush/Swab Complete Kit Unger Ergo Toilet Bowl Swab Replacement Heads Unger Desk and Table Cleaning Kit or equal		
<u>Liners</u> 16 X 14 X 36 Liner, 74 mil. Price per case. 22 X 16 X 58 Liner, 95 mil. Price per case 40x48 liner, 16 mil. HR clear liner, 250/case		
<u>Bathroom Cleaner</u> Spic & Span w/Bleach / or Equal 45pk/cs		
<u>Bathroom Soaps</u> Buckeye Foam soap hand wash 6/cs, 1200ml or equal Rubbermaid TC EnrichedFoam Soap 4/cs, 800ml/bottle, 1000 shots Item#750517 / or equal		
<u>HAND SANITIZER</u> Buckeye Hand Sanitizer 33.8 fl. Oz. 6/cs or equal		
<u>Brooms</u> Angle Broom 12" - price per each Push Broom Handle		
<u>Brushes</u> Bowl Counter Brush Deck Brush 12" Deck Brush Handle		
<u>Dust Mops</u> Dust Mop Frame 24" Dust Mop Frame 48" Dust Mop Frame 72" Dust Mop Handle 60" MicroFiber Dust Mop Head 24"		

MicroFiber Dust Mop Head 48" MicroFiber Dust Mop Head 72" Dust Mop Triangle Frame/Handle Dust Mop Triangle Head Tool Dusting Masslinn Orange 36X5 Unger SmartColor MicroMitt Heavy-Duty or equal Microfiber High Duster with Telescopic Pole		
<u>Dustpans</u> Hand Dust Pan Lobby Dust Pan		
<u>Paper Products</u> Toilet Tissue 2-ply standard roll 96 count price per case Toilet Tissue - 2 ply jumbo roll 12 count price per case Multi - Fold Towels Natural 4,000 count price per case Roll Towels - 1 ply 8"x800' 12 count price per case / or equal Roll Towel Dispenser for 8"x800' Roll Towels - 1ply 8"x550' price per case /or equal Roll Towel Dispenser for 8"x550'		
<u>Receptacles</u> Waste Baskets Rubbermaid #RCP 2541 14qt / or Equal Rubbermaid #RCP 2543 28qt / or Equal Rubbermaid Brute 55-gal #RCP2655GRA / or Equal		
<u>Scrapers</u> Unger ErgoTec Scraper short handle/ or equal Unger Long Handle 48" or equal Replacement Blades		
<u>Waxed Bags</u> Sanitary Napkin Disposable Bags 500/cs Sanitary Napkin Dispenser		
<u>MISC</u> Graffiti Wipes 6/cs Unger MicroWipe Microfiber Cloth 4000 in all colors price per case / or equal Unger MicroWipe Microfiber Cloth 2000 in all colors price per case / or equal Terry Towels 16"x18" Freeze-It Gum Remover / or equal Buckeye anti foaming hand wash or equal dispenser Rubbermaid 18" Microfiber Finish Starter Kit Item#RCP Q050 or equal Robbermaid Brutex Rubbermaid Brute Dolly Item# RUB2640BK 2/pk or equal 10 Qt Bucket Putty knife		
<u>FLOOR MATS</u> 3 X 5 Anderson WaterHog Fashion Diamond Mat in all colors or equal 4 x 6 Anderson WaterHog Fashion Diamond Mat in all colors or equal		
<u>VACUUM BAGS</u> Pro Team vacuum bags upright Item# PTM 103483 10/pk Pro Team vacuum bags back pack Item# PTM100431 Windsor Sensor vacuum bags Item#8.600-050.0 10/pack Royal vacuum bags Type B Item#847SW 3/pk		

<u>BURNISHER BAGS</u>		
Advance burnisher bags Item# 54195A 10/pk		

1. VENDOR INFORMATION**COMPANY NAME:****ORDERING ADDRESS:****PHONE:****TOLL FREE:****ACCOUNTS PAYABLE ADDRESS:****FAX:****TOLL FREE FAX:****INTERNET ADDRESS:****CUSTOMER SERVICE E-MAIL:****DO YOU ACCEPT
PURCHASE ORDERS****CASH PAYMENT TERMS
(Net 30 Days)****MINIMUM ORDER AMOUNT,
IF ANY**YES ☐ NO ☐

OR _____ % Discount in Net _____ Days

PRINCIPALS AND KEY PERSONNEL**PRESIDENT / OWNER:****GENERAL MANAGER:****ACCOUNTING / ACCOUNTS RECEIVABLE MANAGER:****SALES MANAGER:****YEARS / MONTHS IN BUSINESS WITH PRESENT NAME:****NUMBER OF EMPLOYEES:**

COMPANY IS: ☐ MANUFACTURER OR PRODUCER, ☐ DISTRIBUTOR, ☐ WHOLESALER,
☐ RETAILER, ☐ CONSULTING, ☐ CONSTRUCTION, ☐ BROKER, ☐ SERVICE,
☐ OTHER: _____

CERTIFICATIONS

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

1. TAXPAYER IDENTIFICATION : W-9 (attach)

2. NON COLLUSIVE BIDDING CERTIFICATE & ACKNOWLEDGMENT

By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.

- I certify that the above information is true and correct. ☐ YES

3. RESIDENT / NONRESIDENT CERTIFICATION

- **RESIDENT VENDOR** - I certify that my company is a "resident vendor." ☐ YES

- **NONRESIDENT VENDOR** - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. If you qualify as a "nonresident vendor," you must furnish the following information: **Resident state address?** (The state in which your principal place of business is located.)

Street, City, State, Zip:

4. 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 Publicly Held Corporation. Check the appropriate box and sign the form.

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon: _____

Details of Conviction(s) _____

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____
my knowledge.

5. ADDENDA

- If no amendments were received then leave this blank or write N/A.
- *If any amendments were received, Respondent acknowledges receipt of Addenda numbered _____ through _____ and has incorporated the provisions thereof into the bid/proposal.*

6. RENEWAL OF CONTRACT

This contract will be effective for one (1) year with renewal options for two (2) additional one (1) year periods (as stated in the terms and conditions), at the District's option and with the acceptance of the awarded vendor(s): In the event this proposal expires before another proposal is awarded, the vendor shall extend the contract for ninety (90) days on a month-to-month basis by mutual agreement.

7. CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PR/Award # or Project Name: _____

Check applicable box



- I (We) certify that our company has not been debarred and is not participating in lobbying activities.
- See attached explanation and complete disclosure forms.

8. PROPOSAL VALIDITY

- Proposal shall remain valid, pending award, through: **July 31, 2015** YES ☐ or (date): _____

- Prices & Discounts effective through: **July 31, 2016** YES ☐ or (date): _____

- Prompt payment discount allowed: (% / Days)

%

Days

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

9. **CLEAN AIR & WATER ACT CERTIFICATION (This is a Federal requirement)**

I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Sub-Grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, SF-LLL "Disclosure of Lobbying Activities" Form in accordance with its instructions (*see following page*).

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Check applicable box	
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requestor's name and address (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 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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

DEVIATION FORM

All deviations to the Specifications must be noted on this sheet. In the absence of any entry on this Deviation Form, the Vendor assures the Buyer of their full compliance with the Specifications and Conditions. The form may be duplicated as needed.

THIS DEVIATION FORM MUST BE SIGNED BY EACH VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL.

ITEM NO.	PAGE NO.	DEVIATION

<input type="checkbox"/>	NO DEVIATION	If alternate proposed does not deviate from the item specified, check the box.
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COMPANY NAME

AUTHORIZED SIGNATURE

DATE