

# **TRINITY BASIN PREPARATORY**



## **REQUEST FOR PROPOSAL**

### **1 Panola Kitchen Equipment Purchasing and Installation**

# SY22 – 7

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# **PART I – General Information**

## **1.1 – BACKGROUND**

Trinity Basin Preparatory (“TBP”) is a free public charter school that serves students in Dallas, Fort Worth, and Mesquite in grades PK3-8th. At Trinity Basin Preparatory, we believe every child can succeed, and our teachers, staff, and administrators are all dedicated to that success. We strive to provide a well-rounded and rigorous education to our students focusing on core academic areas and holding our students to high expectations.

Pursuant to Texas Government Code § 2269.053, the Board of Directors has delegated its full authority under Chapter 2269, including vendor selection and approval, to the Superintendent or designee or a committee formed by the Superintendent or designee.

## **1.2 – FUNDING**

Trinity Basin Preparatory is a 501(c)(3) non-profit organization. Funding for TBP operations and programs are provided through fundraising, philanthropic grants, state, and federal funding.

TBP operates on a fiscal year that ends on August 31st. Because state law mandates that a district may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## **1.3 – SERVICES SOLICITED**

Trinity Basin Preparatory is soliciting proposals for purchasing and installing of kitchen equipment at the Panola Campus ( 4401 Panola Ave, Fort Worth, TX 76104) We are looking to move away from our vended contract model of a caterer providing meals to us, and moving towards a self-serving kitchen, cooking in house. The scope of the work is to provide competitive pricing on the list of equipment we are looking for and installation of equipment. We welcome campus site visits to have an idea of what type of equipment and where it needs to be put. Please contact Juan Lopez to schedule a time to visit the campus.

## **1.4 – OFFEROR ELIGIBILITY**

Offerors who are able to meet the technical specifications for quality and other terms of this proposal package, and who are not debarred and/or suspended from conducting business with district, federal and state funded agencies are invited to respond. An offeror must affirmatively demonstrate its responsibility. An offeror, by submitting a response, represents to TBP that it meets the following requirements:

- Possesses or is able to obtain adequate financial resources as required to perform under this solicitation;
- Is able to comply with the required or proposed solicitation requirements;
- Has a satisfactory record of integrity and ethics;
- Is otherwise qualified and eligible to receive an award;
- Is in good standing with applicable national or state associations.



TBP seeks to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), small and other disadvantaged business entities in employment and contracting opportunities involving the State as fully as possible. The term “minority business enterprise” means a business at least 51 percent of which is owned, controlled and managed by minority group members. TBP will take all necessary affirmative steps to assure that it uses minority businesses, women's business enterprises, and labor surplus area firms whenever possible.

### 1.5 – DATES AND AMENDMENTS

A solicitation packet will be available at 9:30AM CST on March30th at TBP’s Central Office located at 2730 N. Hwy. 360, Grand Prairie, Texas 75050 and in our website at the following link <https://www.trinitybasin.com/rfp>. The vendor is responsible for obtaining any updates or amendments from the website.

Any information given to one prospective offeror will be furnished to all prospective offerors as an amendment if such information is necessary to offerors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed offeror. A functional area expert or a day-to-day contract administrator or manager for Trinity Basin Preparatory may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other TBP employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. If an offeror acts on the guidance of a TBP employee that is not authorized to make changes, the offeror does so at its own risk or peril.

Listed below are the scheduled activities related to this solicitation:

ACTIVITY	DATE
Publication of solicitation	March 30, 2022
Response due	April 13 <sup>th</sup> 2022 3:00PM
Responses opened	April 14 <sup>th</sup> 2022 1:30PM
Estimated notification of award	April 15th 2022
Estimated contract start date	Immediately

All responses will be opened publicly at the time and place prescribed. However, a formal “opening” will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but TBP’s records are a matter of public record.

### 1.6 – FORMAT AND SUBMISSION



Responses shall be submitted in an envelope marked on the outside with the offeror's name, address and **"1 Panola Kitchen Equipment Purchasing and Installation"**

Please submit one (1) original and two (2) copies of the response to:

Trinity Basin Preparatory  
Juan Lopez  
2730 N. State Hwy. 360  
Grand Prairie, TX 75050

Trinity Basin Preparatory will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Responses must be received in time to be time-stamped at the above location. Trinity Basin Preparatory is not responsible for mail service. To submit a response via mail, all documents must be returned, and an original signature provided on the offer form. Responses will not be accepted in either format without a signature. All responses must be submitted with any other requested documents/information as set forth in this solicitation. Any response submitted that is incomplete will be disqualified. Responses submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

Responses must be delivered to and received prior to the deadline and to the address noted above. There will be no exceptions. Responses received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted, no exceptions.

If you have any questions regarding this process, please contact our Nutrition Department at 469-480-4048.

### **1.7 – WITHDRAWAL/ALTERATION**

**Responses may be modified or withdrawn prior to the submission date.** No response may be withdrawn for a period of sixty (60) calendar days after the submission date unless there is a material mistake. Responses may be withdrawn only by delivery of a written request to TBP prior to the specified deadline time/date stated for submission. The authorized signatory must sign such requests.

Offerors must submit written requests to change any specifications/conditions with their response. ***Changes made without submission of a written request to the response will result in disqualification.***

### **1.8 – SELECTION**

TBP will consider all responses to the solicitation to the maximum extent practical. TBP may select the responsible offeror whose proposal is most advantageous to TBP based on selection criteria and on ranking evaluation. It may be necessary for TBP to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

An award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification; however, TBP reserves the right, in its sole discretion, to conduct interviews to assist in a complete and thorough evaluation of the responses. If interviews will be conducted, offerors will be notified by email at a reasonable time in advance of the scheduled interview. The purpose of the interview is for offerors to demonstrate their qualifications and/or ability to meet TBP's solicited requirements.

TBP may first attempt to negotiate a contract with the selected offeror. TBP may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If TBP is unable to reach a contract with the selected offeror, TBP may formally end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all responses are rejected.

TBP reserves the right to request Best and Final Offers (BAFO) from all responsive offerors. Notice of the BAFO will be sent to the offerors by the issuing Department. The BAFO will allow the offerors to modify their initial offer and/or include any added inducements that will improve the overall score in accordance with the evaluation criteria. Upon receipt of the BAFOs, the evaluation committee will review and score in accordance with solicitation specifications.

## **1.9 – REJECTION**

TBP makes no representation of any kind that an award will be made as a result of this solicitation or for the project. TBP reserves the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies in a response, or reissue this solicitation or delete any items/requirements from this solicitation when deemed to be in TBP's best interest.

Responses may be rejected, among other reasons, for any of the following specific reasons:

- Received after the time limit for receiving responses as stated in the advertisement.
- Response containing any irregularities.
- Unbalanced value of any items.

Offerors may be disqualified, and their responses not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the offerors.
- Reasonable grounds for believing that any offeror is interested in more than one proposal for the work contemplated.
- The offeror being interested in any litigation against TBP.
- The offeror being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of TBP will prevent or hinder the prompt completion of additional work if awarded.

## **1.10 – PUBLIC INFORMATION**



Prospective offerors are hereby notified that TBP strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

TBP may seek to protect from disclosure all information submitted in response to this solicitation until such time as a final agreement is executed.

Upon execution of a final agreement, TBP will consider all information, documentation, and other materials requested to be submitted in response to this solicitation, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Offerors will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

### **1.11 – PROCUREMENT CONDITIONS/GENERAL TERMS**

Procurement of these items shall be in accordance with the TBPs procurement policies and general terms as follows:

- A response does not commit TBP to award a purchase agreement or a contract. TBP does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by TBP.
- TBP reserves the right to accept or reject any or all responses received, to cancel or extend in part or in entirety this solicitation, waive technicalities, or make multiple or partial awards where determined to be in the best interest of TBP.
- Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this solicitation.
- When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this solicitation.
- Responses received will become a part of TBP’s official files without further obligation to the offerors.
- The contents of a successful response may become a contractual obligation if selected for funding. Failure of the offeror to accept these obligations can result in cancellation of an award or purchase agreement. TBP reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent’s ability to meet the terms and conditions of this solicitation or if adequate funding is not received.
- TBP reserves the right to contact any individual, agency, or employers listed in the response, to contact others who may have experience and/or knowledge of the offeror’s goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all offerors.
- Offerors shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of TBP, or to any consultant, employee, or



member of TBP for the purpose of or having the effect of influencing favorable disposition toward their own response or any other response submitted hereunder.

- No employee, officer or member of TBP shall participate in the selection, development of a response to this solicitation, award or administration of a contract supported by the solicitation if a conflict of interest, real or apparent, would be involved.
- Offerors shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a offeror's response to be rejected.

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## PART II – Proposal Content

The specifications that follow are minimum basic requirements. Any deviation or comparable must be properly identified and be acceptable by TBP. Responses will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. TBP reserves the right to waive any irregularities and to make the award in the best interests of TBP.

For this reason, vendors are discouraged from describing and deviations simply as “equal” or “exceeds” the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the space provided or on a separate piece of paper and submit with their response. Failure to do so may result in the rejection of the response and/or product for non-compliance. Any deviation to specifications must be listed and clearly defined. If additional pages are needed, please include a separate sheet of paper titled “Deviations to Specifications” and include with the response document.

### 2.1 – SCOPE OF WORK

Trinity Basin Preparatory is soliciting proposals for purchasing and installing of kitchen equipment at the Panola Campus ( 4401 Panola Ave, Fort Worth, TX 76104). The scope of the work is to provide competitive pricing on the list of equipment we are looking for and installation of equipment as mentioned in Section 1.3. The list of the equipment we are looking for is listed below:

1 DISHWASHER Ventless Dishwashing Machine, door type, energy recovery, high temp sanitizing, 208-240/60/3 (field convertible to single phase), internal condensing system, 45 racks/hour, straight-thru or corner installation, user-friendly smart touchscreen controls, Sense-A-Temp™ booster, electric tank heat, X-shaped wash arms, scrap screen and basket, door actuated start, door lock, stainless steel tank, tank shelf, chamber, trim panels, frame & feet, cULus, NSF, ENERGY STAR®.

2 SOILED DISHTABLE Straight-Soil Dishtable, attaches to left of dish machine operator, 10- 1/2"H backsplash, with pre-rinse sink, stainless steel legs, with crossrails, 47"W, 16/304 stainless steel

1 CLEAN DISHTABLE Dishtable, clean, straight design, attaches to right of dish machine operator, 10- 1/2"H backsplash, 3" rolled front & side rims, stainless steel legs, with crossrails, 71"W x 30"D x 34"H, 16/304 stainless steel

1 WORK TABLE, Work Table, 84"W x 30"D, 14 gauge 304 stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs with stainless steel bullet feet, NSF

Drawer, 20"W x 15"D x 5" deep drawer pan insert, heavy duty, self-closing, stainless steel, NSF

1 TWO (2) COMPARTMENT SINK Fabricated Sink, 2-compartment, 24" right & left drainboards, bowl size 18" x 18" x 14" deep, 16 gauge 304 stainless steel, tile edge splash, rolled edge, 8" OC faucet holes, stainless steel legs with adjustable side cross-bracing, 1" adjustable stainless steel bullet feet, overall 24" F/B x 84" L/R, NSF



1 RANGE, 72", 6 BURNERS, 36" GRIDDLE ) convection oven bases, stainless steel front, sides, backriser & high shelf, fully-welded chassis, 6" adjustable legs, 310,000 BTU, CSA Flame, CSA Star, NSF

1 TILTING SKILLET BRAISING PAN, ELECTRIC

1 TILTING SKILLET BRAISING PAN, GAS

2 ea COMBI OVEN, GAS Combi Oven/Steamer, natural gas, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, food probe, auto-reversing fan with speed control & electronic braking system, cool to touch glass door, flashing door light & audible alert,

1 WORK TABLE, STAINLESS STEEL TOP Work Table, 120"W x 48"D, 14 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs & adjustable bullet feet, NSF

4 PAN RACKS

2 CAN RACKS

Fire System

Exhaust Hood

## 2.2 – PAYMENT TERMS & CONDITIONS

All responses shall specify terms and conditions of payment, which will be considered as part of, but not control, the award. The proposed price should be firm (fixed). If the offeror, however, believes it necessary to include in the price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or “trigger” at which the increase would be effective.

TBP is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

It is the intention of TBP to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. **Orders must be given a Purchase Order Number to be valid.** No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made. Payment will not be made by TBP until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with TBP Purchasing procedures, unless this provision is waived by TBP.

## 2.3 – WARRANTY REGARDING PRICE

The price to be paid by TBP shall be that contained in the response which the offeror warrants to be no higher than offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event offeror breaches this warranty, the prices of the items shall be reduced to the offeror's current prices on orders by others, or in the alternative, TBP may cancel the contract without liability to offeror for breach or offeror's actual expense.

Offeror warrants that no person or selling agency has been employed or retained to solicit or secure the 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 proposer for the purpose of securing business. For breach or violation of this warranty, TBP shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## 2.4 – INSURANCE REQUIREMENTS

Providing and maintaining insurance coverage is a material term of this solicitation. Offeror shall, at all times during the term of this award and at its sole expense, keep in full force and effect the following minimum limits of insurance:

- i) General Liability: Offeror shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Offeror or anyone directly or indirectly employed by Offeror. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- ii) Professional Liability: If Offeror performs licensed professional services, Offeror shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- iii) Automobile Insurance: Offeror shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Offeror's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- iv) Technology Professional Liability Errors and Omissions: Offeror shall maintain coverage appropriate to Offeror's work under this Agreement, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Offeror in this Agreement and shall include, but not be



limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The policy shall include, or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of TBP in the care, custody, or control of Offeror.
2. ***Cyber Liability coverage*** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of TBP that will be in the care, custody, or control of Offeror.

Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.

- v) **Umbrella Insurance**: Offeror shall maintain umbrella insurance providing excess coverage in the amount of \$3,000,000.00 and providing such additional coverage for all of the risks and obligations of Offeror described in this Agreement. Such policy shall name TBP as an Additional Insured and include a Waiver of Subrogation Clause.
- vi) **Workers’ Compensation**: Offeror shall obtain and maintain Workers’ Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers’ Compensation Act.

The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

Conforming Certificates of Insurance must be provided no later than thirty (30) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance.

The Offeror agrees to waive all right of subrogation against TBP, its officials, employees and volunteers for losses from work performed by Offeror for TBP. The Offeror shall hold TBP harmless from and indemnify it against all liability, including attorney’s fees, which may arise from and accrue directly from the performance of the work or any obligation of Offeror or failure of Offeror to perform any work or obligation provided for in this solicitation.

## 2.5 – ATTACHMENTS

The attachments listed below are required and should be included with the response. All forms must be signed and completed.

1. Proof of Insurance or Bonding
2. W-9



3. Attachment A – Questionnaire
4. Attachment B – Non-Collusive Bidding Certificate
5. Attachment C – Conflict of Interest Questionnaire
6. Attachment D – Felony Conviction Notice
7. Attachment E – Criminal History Review
8. Attachment F – Debarment and Suspension Certificate
9. Attachment G – Child Support Certification
10. Attachment H – EDGAR Certification

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## PART III – Evaluation

### 3.1 – CRITERIA

Contract(s) will be awarded to the responsible offeror whose proposal is most advantageous to the TBP, with price and other factors considered.

TBP will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

### 3.2 – RESPONSIVE/RESPONSIBLE RESPONDENTS

TBP staff will review responses received to determine if they are responsive. For responses to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The response must have been submitted by the due date and time.
2. The response must be complete with the original signatures.
3. The response must be for the specific services requested and described in the solicitation packet.
4. The response must be submitted in the format described in the solicitation packet.
5. One original and two copies must be submitted.

All responses will be screened for inclusion of all required information prior to release to the evaluation team. TBP staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

### 3.3 – RUBRIC

TBP's selection committee will rank responses in accordance with the criteria and values identified below. Importantly, TBP's selection committee will select a response(s) based upon the offeror's ability to perform the services, as set forth in this solicitation. TBP reserves the right to reject any response from an offeror who is in breach of contract or otherwise is not in good standing under any current or prior contract with TBP at the time of selection. In considering the criteria below, TBP will take into account the proposer's demonstrated competence, qualifications, and past performance, among other pertinent considerations.

CRITERIA	VALUE
Purchase price	55
Reputation or offeror or offeror's goods/services	10
Quality of offeror's goods/services	5

Extent to which goods/services meet TBP's needs	5
Prior relationship with TBP	5
Offeror's service and delivery capabilities (ability to obtain materials quickly and provide a quality product)	15
<b>Grand Total</b>	<b>100</b>

### 3.4 – REPRESENTATIONS OF OFFEROR

By submitting this response, the offeror represents and warrants that:

1. Offeror is familiar with the requirements and has taken them into account in preparing its response.
2. Offeror has read and understands all solicitation documents, is familiar with the applicable laws including those of agencies and municipalities with jurisdiction over the work, and has prepared its proposal anticipating full compliance with all of the requirements.
3. Offeror is financially solvent, able to pay its debts, and possesses sufficient working capital to complete performance of its contract or material contract.
4. Offeror is experienced, competent and able to furnish the labor, tools, materials, supplies, equipment, insurance and supervision and is qualified to perform the work requested.
5. Offeror is authorized to do business in the State of Texas.
6. Offeror holds any license, permit or other special evidence necessary to perform the work.

**[END OF DOCUMENT]**



## EXHIBIT A – QUESTIONNAIRE

In whatever form you prefer, please provide the following information in the sequence prescribed by this questionnaire.

### 1. Firm information

Name of firm:

Address of principal office:

Phone and Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other):

Year founded:

Name and contact info for primary contact:

### 2. Organization

2.1 How many years has your organization been in business?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice President's name(s), Secretary's name, Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

2.7 Is your organization a Certified Minority or Woman Owned Business (M/WBE), have a Joint Venture Agreement with a certified M/WBE, or have a Prime Subcontractor Teaming Agreement with a certified M/WBE? If yes, indicate ethnicity and gender and submit certification with your proposal. Vendors do not have to be a certified M/WBE to participate in the district's contracting and purchasing activities.

### 3. Personnel: For each guard proposed to be assigned to TBP, list:

3.1 Name.

3.2 Years of experience.

3.3 Licenses.

3.4 Availability by day of the week and total hours.

3.5 Service fee.



#### **4. Experience**

- 4.1 List the categories of work that your organization normally performs with its own forces.
- 4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 4.3 Work over last five years:

List major projects (particularly projects of similar scope and size) handled by your organization over the last five (5) years. For each project, provide the name, nature of the project, size, location, cost, and owner.

#### **5. Claims and Suits** (If the answer to any of the questions below is yes, please attach details.)

- 5.1 Has your organization ever failed to complete any work awarded to it? If so, explain.
- 5.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 5.3 List any legal action or suits your organization has been involved in during the past five (5) years.

#### **7. References**

For three (3) of the projects listed above, identify a representative of the owner (provide name, phone/fax numbers) whom we could contact as references regarding your organization's services. Ideally, some of the references should be for projects of comparable scope.



**EXHIBIT B – NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with another bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, 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 bid or 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 bidder as well as to the person signing on its behalf.

**FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title