# White Settlement Independent School District



Request For Proposal for: Dishwashers including

installation for two campus kitchens

Proposal # 2019-001

Proposal Due February 21, 2019 No Later Than: 2:00 P.M.

Place: WSISD Purchasing Dept.

**401 S Cherry Lane** 

White Settlement, TX 76108

#### White Settlement Independent School District Purchasing Department – Nancy Rodriguez 401 S Cherry Lane, Texas 76108 Phone (817) 367-5305 Fax (817) 367-1304

#### Instructions to Vendors

Proposal #: 2019-001

Due Date: February 21, 2019 at 2:00pm

Proposal For: Used Drop Frame Moving Trailer and Trailer Graphics

#### **Timeline**

Release RFP February 1, 2019

Deadline for questions February 15, 2019 at 2:00pm Deadline for submittal of proposal February 21, 2019 at 2:00pm

Tenative School Board Approval March 25, 2019

Proposals are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this proposal. One (1) original and two (2) copies of the SEALED proposals must be received in the Purchasing Department, 401 S Cherry Lane, before 2:00 pm on the above "due date". All envelopes must be clearly marked "Proposal Enclosed" and the Proposal number. Late proposals will be returned to the vendor unopened. Delivery of bid envelope to other Departments within the WSISD is NOT considered as delivery to the Purchasing Department. Faxed or emailed proposals will not be accepted.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by vendor to guarantee authenticity. After the official opening, proposals may not be amended, altered, or withdrawn without the recommendation of the Executive Director of Purchasing and the approval of the White Settlement Independent School District Board of Trustees.

All addenda will be issued via the district website at www.wsisd.org. All addenda, if required, will be posted on the aforementioned website at least seven (7) days before proposal opening. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Coordinator by February 21, 2019 by 2:00pm. You may submit this information via email to nrodriguez@wsisd.net

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the Terms and Conditions contained in the specifications. The period for acceptance of this proposal will be sixty (60) calendar days unless a different period is inserted by vendor.

The White Settlement Independent School District reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities, and to award proposals in the best interest of the District.

## PROPOSAL RESPONSE FORM PROPOSAL 2019-001 DISHWASHER INCLUDING INSTALLATION FOR TWO CAMPUSES

To:	White Settlement Independent S Nancy Rodriguez, Coordinator of 401 S Cherry Lane White Settlement, Texas 76108	
From:	Company Name	
	Address	
	City/State/Zip	
	Area Code & Telephone Number	
	Fax Number	
named control of the	company, by signing the following someone, by signing the following someone and Spart the White Settlement Independent binding contract between the White Spany. I also certify that this proposal	authorized representative of the above statement, agree that I have READ and pecifications contained herein, and that if not School District, all of the provisions are settlement Independent School District and I is made without previous understanding, not corporation making a proposal for the out collusion or fraud.
Owner or	Legally Authorized Representative	Title
Signature	9	Date

#### White Settlement Independent School District General Terms and Conditions Notice to Responsible Vendors

Items below apply to and become a part of terms and conditions of the proposal unless superseded by attached terms and supplemental conditions or specifications in which case attached conditions will prevail.

- 1. It is not the policy of White Settlement Independent School District to purchase on the basis of low bids alone, quality and suitability to purpose being the controlling factors; it being understood that the purchaser reserves the right to arrive at such by whatever means he/she may determine.
- 2. The District reserves the right to **reject any and/all proposals** and to make awards on the individual items as they may appear to be advantageous to the District and to waive all formalities in submitting proposals.
- 3. Vendors finding errors, omissions, or corrections that need to be made in the Specifications shall contact the Coordinator of Purchasing ten (10) days, or as soon as possible before proposal is due.
- 4. This Request For Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the State of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request For Proposal or any resulting purchase orders shall be in Tarrant County Texas.
- 5. In the event that any one or more of the provisions contained in the Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision(s) shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 6. To the fullest extent permitted by applicable law, the Vendor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Vendor pursuant to this contract, or any part thereof, or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Idemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

- 7. <u>Non-Appropriation of Funding</u>: No term Contract or Agreement may exceed a period of one (1) year from the approved contract date without specific authorization of the White Settlement Independent School District. Such contract is a commitment of the District's current revenue only. Should funding for the continuance of this Contract be withdrawn by the Board, the District retains the right to terminate the agreement in accordance with the termination provision stated herein and without pecuniary risk or penalty.
- 8. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired. It shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. Specifications received from vendors that are different from the original requirements must meet or exceed original proposal specifications to be considered equivalent. WSISD reserves the right to make the final decisions as to comparable items. An article or material, which is shipped and is not equal, shall be returned to the supplier transportation charges collect.
- 9. The term "As Specified" or "A/S" will not be accepted. If bidding on a make or model other than specified, bidder is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.
- 10. Prices proposed should be F.O.B. Destination, Freight Prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims, if any.
- 11. Proposals received after the time and date specified **will not** be considered.
- 12. When proposal is not returned, the vendor's name is removed from the vendor's list.
- 13. All prices will be guaranteed for sixty (60) days from the date of the proposal opening.
- 14. It is understood and agreed that WSISD reserves the right to increase or decrease quantities or modify condition and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.
- 15. Propose unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.
- 16. The District is exempt from Federal Excise Tax, State and Local Tax. Do not include tax in your proposal totals. If it is determined that tax was included in the

- proposal, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
- 17. Where applicable, samples must be submitted upon request.
- 18. Cash discounts offered may be considered in determining the successful supplier. Cash discount period shall start from the date of receipt of acceptable invoice or from date of receipt of acceptable material, whichever is the later.
- 19. Vendor hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of White Settlement Independent School District or it's Board of Trustees.
- 20. White Settlement Independent School District will receive all merchandise at the following campuses Brewer Middle School and Tannahill Intermediate School. Vendor is responsible for providing material handling equipment when delivering to schools or departments. Vendor must advise freight line as to this requirement.
- 21. Pick up and delivery will be made between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday excluding school holidays. (Unless arrangements are made otherwise with the Coordinator of Purchasing or as otherwise specified on the Proposal form.)
- 22. <u>Title and Risk of Loss</u>: The title and risk of loss of the goods shall not pass to White Settlement ISD until White Settlement ISD actually receives and takes possession of the goods at the point or points of delivery. White Settlement ISD will not accept responsibility for processing freight damage claims occurring prior to receipt, including concealed damage of goods.
- 23. Vendor will provide detailed information to the District for <u>each</u> item delivered (model number, serial number, product/equipment description).
- 24. Invoices shall be sent <u>directly</u> to the White Settlement Independent School District PO Box 150187 or the following email address: WSISDINVOICES@WSISD.NET.. Payments are processed after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been made. Invoices must detail the items delivered and reference the White Settlement Independent School District **Purchase Order number**.
- 25. Vendors are not to unilaterally apply duplicate payments or overpayments against unrelated open invoices without the District's explicit authorization.
- 26. Upon notification of potential selections for award, the person or entity submitting this proposal must give 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 this conviction of a felony. (This requirement does not apply to a publicly held corporation.)

- 27. The district shall have the right to cancel for default all or any part of the undelivered portions of this order if the contractor breaches any of the terms hereof including warranties of the contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.
- 28. The performance under this order may be terminated in whole or in part by the District in accordance with this provision. Termination hereunder shall be effected by the delivery to the contractor of a "Notice of Termination": specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of any other rights which the District may have in law or equity.
- 29. The price to be paid by the District shall be that contained in the contractor's proposal which the contractor warrants to be no higher than seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event contractor breaches this warranty, the price of the items shall be reduced to the contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to contractor for breach or contractor's actual expense.
- 30. The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee expecting bona fide employees of bona fide established commercial or selling agencies maintained by the contractor for the purpose securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 31. All contracts and agreements between merchants and White Settlement Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, 1990 official text.
- 32. We are unable to send out copies of bid tabulations. There are many factors involved but our current policy is that all opened bids are available for viewing in the purchasing office but no tabulations are sent out. Thank you in advance for not requesting copies of bid tabulations.
- 33. Questions in regard to this proposal must be submitted to the Coordinator of Purchasing for clarification.
- 34. No smoking or use of any tobacco products is permitted on school property.

- 35. Purchase Orders will serve as the award instrument(s) against this request for proposal. Orders will be placed as items are approved for purchase and funds become available.
- 36. The Purchase Order number <u>must</u> be clearly identified on each carton label and/or delivery ticket. Otherwise, the shipment is subject to being refused and returned to the vendor at the vendor's expense.
- 37. If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the White Settlement Independent School District. The supplying vendor will also be responsible for returning to the designated campus to pick up the items in question. White Settlement ISD will not be responsible for shipping items back to vendors.
- 38. Successful proposer is to remove all packing and packaging material and debris from school property (school dumpster is **not** to be used) and to properly dispose of all discarded materials.
- 39. Successful Vendor(s) will be required to submit Material Safety Data Sheets for applicable item(s).
- 40. Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

41. RIGHT OF SETOFF – White Settlement Independent School District may, at any time without prior written notice, set off funds due and owing under this contract and apply same in payment of any obligation, of any nature, due and owing to White Settlement Independent School District by the Contractor.

a. Do you pay taxes in White Settlement ISD?
b. Are you current on your property tax obligations owed White Settlement ISD?

- 42. It is not the policy of the White Settlement Independent School District to award contracts based solely on 'low bid/proposal'. \*The following criteria shall be used by the Mesquite ISD to evaluate the overall 'best value':
  - a) The purchase price; 65%
  - b) The reputation of the vendor and of the vendor's goods or services; 10%
  - c) The quality of the vendor's goods or services; 10%
  - d) The extent to which the goods or services meet the district's needs;
  - e) The vendor's past relationship with the district; 5%
  - f) The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses; 5%
  - g) The total long-term cost to the district to acquire the vendor's goods and services; 5%
  - h) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and manintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: 0%
    - (1) Has its principal place of business in this state; or
    - (2) Employs at least 500 persons in this state; and
  - i) Any other relevant factor specifically listed in this Request For Proposal. \*Per Texas Education Code, Subchapter B, Sec. 44.031(b) 0%
  - 43. Awarded vendors are required to provide an insurance certificate naming White Settlement ISD as an additional insured and certificate holder prior to the start of any service project. The following minimum coverage is required:
    - a. Worker's Compensation General Conditions State: Statutory, Employer's Liability \$100,000
    - b. Comprehensive General Bodily Injury \$500,000 per occurrence, Property Damage \$500,000 per occurance
    - c. Comprehensive Auto Liability Bodily Injury or Death \$300,000 per occurance; property damage or destruction \$300,000 per occurance.

#### **VENDOR PROFILE**

Company Address
Website Address
Telephone Numbers:
To place orders
To check on orders
FAX
Contacts:
Corporate contact for this proposal:
Name
Address
City, State, Zip
Phone Fax
Email
Local contact for this proposal:
Name
Address
City, State, Zip
Phone Fax
Email
Normalis and construction of c
Number of years company has been in business under this name
Other company names used with dates, from/to:
Densit to Address (if different them above).
Remit to Address (if different than above):
Address

#### **CERTIFICATE OF RESIDENCY**

Texas Government Code Chapter 2252, Subchapter A. Nonresident Bidders makes it necessary for the White Settlement Independent School District to determine the residency of its offerors. In part, this law reads as follows:

#### Section 2252.001. DEFINITIONS:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

#### Section 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER:

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Name of Company	
is, under Section 2252.001 (3) and (4), a	
Resident Bidder	Nonresident Bidder
My principal place of business under Texa	s Government Gode, Section 2252.001 (3
and (4), is in the city of	in the State of
Signature of Authorized Company Represent	tative
Print Name	
Title	

TO BE SIGNED AND RETURNED

#### **DEVIATION OR COMPLIANCE SECTION**

**DEVIATIONS:** In the event the undersigned Proposer intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be <u>listed on this page</u>. Please reference the line number, provide complete and detailed conditions, and any additional information (attach additional pages as necessary).

Vendors must list all specifications for item(s) proposed that differ from any specifications/brands listed in the RFP. WSISD will be the sole judge to determine if deviations are acceptable in meeting the needs of WSISD and participating members. Reference on this page the line number and deviation.

**NO DEVIATIONS:** In the absence of any deviations entry on this form, the Proposer assures WSISD of their compliance with the Terms, Conditions, Specifications and information contained in this proposal.

	Are there	deviations	from the	specifications?	(circle)	Yes	No
--	-----------	------------	----------	-----------------	----------	-----	----

All Proposers MUST COMPLETE this page.

SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.

Our proposal	is submitted according to:	Deviations listed
above <b>OR</b>	No Deviations.	

#### **Non-Collusion Clause**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms and conditions of proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor:		
Street Address:		
City, State, Zip		
Phone: ()	Fax: <u>()</u>	
Proposer (Signature):		
Proposer (print name):		
Company Officer (Signature):		
Company Officer (print name):		
Title:		

#### **Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the proposer:

- Certifies the owner/operator has not been convicted of a felony except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034 Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (Sec. 36)

Vendor Name
Authorized Company Official's Name
Authorized Company Official's Signature
Email Address
Date

#### **Felony Conviction Notice**

Senate Bill 1 passed by the State of Texas Legislators, 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 <u>advance notice</u> to the district if the person or owners 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 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".

I, the undersigned agent for the firm name below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information

This disclosure is not required of a publicly-held corporation (Option A).

Signature of Company Officer:

#### FINGERPRINT REQUIREMENTS

If a contractor/vendor's staff will be on a school site where students will be present, then contractor/vendor must comply with Texas Education Code Chapter 22. This is required for all Texas Public Schools. If contractor/vendor's staff will not be on school district property when students are present, then the contractor/vendor may not have covered employees. White Settlement ISD recommends all contractors/vendors consult with their legal counsel for guidance in compliance with this law.

If you have questions on compliance with this section of the Texas Education Code, please contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at <a href="NCJU@txdps.state.tx.us">NCJU@txdps.state.tx.us</a> and you should send an email identifying you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 424-2474.

The Texas Education Code, Chapter 22, Section 22.0834 statutory language may be found at: http://www.statutes.legis.state.tx.us/.

### TEXAS EDUCATION CODE CHAPTER 22 CONTRACTOR CERTIFICATION FOR CONTRACTOR EMPLOYEES

**Introduction:** Texas Eduation Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

**Definitions:** Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled at a public school:

(a) a felony offense under Title 5, Texas Penal Code;

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

termination.

- (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
- (c) an equivalent offense under federal law or the laws of another state.

On be	half of ("Contractor"), I certify that
a c	lone of the employees of Contractor and any subcontractors are covered employees, as defined bove. If this box is checked, I further certify that Contractor has taken precautions or imposed onditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time ne contracted services are provided.
Or	·
 tl	Some or all of the employees of Contractor and any subcontractors are <i>covered employees</i> . If his box is checked, I further certify that:  1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.  2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
(;	3) Upon request, Contractor will provide the District with the name and any other requested information of <i>covered employees</i> so that the District may obtain criminal history record information on the <i>covered employees</i> .
(4	4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services for the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract

Signature of Authorized Representative	
Printed Name	 
Date	

#### PROPOSER/VENDOR CERTIFICATION FORMS

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by White Settlement ISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended, White Settlement ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_\_ (If yes, insert initials of Authorized Representative of vendor.)

Tormination for course and for convenience by the greates or cuberrantes including the manner by whi

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended, White Settlement ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. White Settlement ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if White Settlement ISD believes, in its sole discretion that it is in the best interest of White Settlement ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by White Settlement ISD as of the termination date if the contract is terminated for convenience of White Settlement ISD. Any award under this procurement process is not exclusive and White Settlement ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of White Settlement ISD to do so.

Does ven	dor agree to abide by the above?
YES	(If yes, insert initials of Authorized Representative of vendor.)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by White Settlement ISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does ven	dor agree to abide by the above?
YES	(If ves. insert initials of Authorized Representative of vendor.)

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by White Settlement ISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _	(If yes, insert initials	of Authorized Representative	of vendor.)
--------------------------	--------------------------	------------------------------	-------------

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by White Settlement ISD, the vendor certifies that during the term of an award for all contracts by White Settlement ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES	(If	ves.	insert	initials	of	Authorized F	Rer	oresentative	of	vendor.)

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of

"funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

certifies that during the term of an aw	when federal funds are expended by White Settlement ISD, the vendor and for all contracts by White Settlement ISD resulting from this procurement with all applicable requirements as referenced in Federal Rule (F) above.
Does vendor agree? YES	(If yes, insert initials of Authorized Representative of vendor.)

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by White Settlement ISD, the vendor certifies that during the term of an award for all contracts by White Settlement ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree?	YES	(If yes,	insert the init	tials of A	Authorized	Representa	ative
of vendor.)							

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by White Settlement ISD, the vendor certifies that during the term of an award for all contracts by White Settlement ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree?	YES	(If yes,	insert the i	initials of	Authorized	Represent	ative
of vendor.)							

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

### U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended White Settlement ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by White Settlement ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (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.

Does vendor agree?	YES	(If yes.	insert the	initials of	f Authorized F	Representative o	f vendor.)

### RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – $2\ CFR\ \S\ 200.333$

When federal funds are expended by White Settlement ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree	? YES	(If yes, insert	the initials of	Authorized Represe	ntative of vendor.)

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by White Settlement ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

Does vendor agree?	YES	(If yes, insert the initials of Authorized Representative of vendor.)

#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES	_ (If yes, insert the initials of Author	orized Representative of vend	ior.)
------------------------	--	-------------------------------	-------

#### CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respect without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal of	
Does vendor agree? YES (If yes, insert the initials of Authorized Representative of vendor	dor.)
Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as a acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specunder Proposer/Vendor Certification Forms.	
Vendor's Name/Company Name:	
Address, City, State, and Zip Code:	
Phone Number: Fax Number:	
Printed Name and Title of Authorized Representative:	
Email Address:	
Signature of Authorized Representative:	
Date:	

#### **REFERENCES**

List below three (3) institutions/companies for whom you have provided goods in the past 12 months.

1.

1.	Institution/Company		
Name <sub>.</sub>	<u> </u>	 	
	t Address		
	State/Zip		
	act's Name		
1 110110	e Number		
2.	Institution/Company		
Name	)		
	t Address		
	State/Zip		
	act's Name		
	e Number		
1110110	- Trainison		
3.	Institution/Company		
Name <sub>.</sub>	)		
	t Address		
	State/Zip		
	e Number		
	- INUITIDEI		

#### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY						
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).							
By law this questionnaire must be filed with the records administrator of the local governmental entity not later nan the 7th business day after the date the vendor becomes aware of facts that require the statement to be led. See Section 176.006(a-1), Local Government Code.							
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.							
Name of vendor who has a business relationship with local governmental entity.							
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)							
Name of local government officer about whom the information is being disclosed.							
Name of Officer							
Name of Officer							
Describe each employment or other business relationship with the local government offic officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.	the local government officer.						
A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor?	kely to receive taxable income,						
Yes No							
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable in local governmental entity?							
Yes No							
Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.							
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(a)(a)(b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c							
7							
Signature of vendor doing business with the governmental entity	ate						

### CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Governmentn Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor:
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### REQUEST FOR PROPOSAL 2019-001 DISHWASHERS INCLUDING INSTALLATION FOR TWO CAMPUSES

#### **INTENT:**

The White Settlement Indepenent School District is soliciting proposals to enter into a fixed price contract for two (2) dishwashers with installation.

#### **SPECIFICATIONS:**

ITEM 1. DISHMACHINE W/INTERNAL BOOSTER QUANTITY 1

Manufacturer: Hobart

Model: CLEN-BAS+BUILDUP

- 1. Dishwasher, conveyor type, single tank design, 202 racks/hour capacity, S/S construction, with automatic fill, auto timer, and 115-volt pilot circuit.
- Marked for Brewer MS White Settlement ISD
- 3. One (1) Standard warranty 1-Year parts, labor & travel time during normal working hours within the USA
- 4. 208v/60/3-ph, electric heat only
- 5. 15KW Electric tank heat
- 6. 30kW electric booster
- 7. Left to right operation
- 8. Standard height
- 9. Standard feet
- 10. Two (2) E-series vent hood domestic (adjustable)
- 11. Pump capacity of 165 gpm.
- 12. Machine to be furnished with top mounted digital display to provide accurate temperature readouts
- 13. Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields
- 14. Turnkey installation to be provided by Hobart Service
- 15. All final electrical connections by Hobart Service
- 16. All trash, crates, and boxes must be removed from job site.

#### **QUANTITY 1** ITEM 2. **DISHMACHINE W/INTERNAL BOOSTER** Manufacturer: Hobart Model: **CLEN-BAS+BUILDUP** 1. Dishwasher, conveyor type, single tank design, 202 racks/hour capacity, S/S construction, with automatic fill, auto timer, and 115-volt pilot circuit. 2. Marked for Tannahill IN White Settlement ISD 3. One (1) Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA 4. 480v/60/3-ph, electric heat only 15KW Electric tank heat 5. 30kW electric booster 6. 7. Right to left operation Standard height 8. Standard feet 9. 10. Two (2) E-series vent hood domestic (adjustable) 11. Pump capacity of 165 gpm. Machine to be furnished with top mounted digital display to provide 12. accurate temperature readouts 13. Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields

Turnkey installation to be provided by Hobart Service All final electrical connections by Hobart Service

All trash, crates, and boxes must be removed from job site.

14.

15.

16.

### REQUEST FOR PROPOSAL 2019-001 DISHWASHERS INCLUDING INSTALLATION FOR TWO CAMPUSES

#### **BID FORM**

White Settlement Independent School District 401 S Cherry Lane White Settlement, TX 76108 (817) 367-5305 (voice) (817) 367-1304 (fax)

BID OPENING: DATE: February 21, 2019

TIME: 2:00 p.m.

#### PLACE:

White Settlement ISD 401 S Cherry Lane White Settlement, Texas 76108

#### Gentlemen:

The undersigned having familiarized themselves with the local conditions affecting the cost of the work, and with the specifications, the drawings, and addenda as prepared by the White Settlement Independent School District, 401 S Cherry Lane, White Settlement, Texas, hereby propose, to furnish all labor, tools, and equipment necessary to perform installations for the listed items at the White Settlement Independent School District located in White Settlement, Tarrant County, Texas.

The undersigned further agrees to execute a contract within (10) ten days from the date of notification of the acceptance of this bid, or within such time as the Owner may determine.

The undersigned certifies that this bid is made in good faith without collusion or connection with any other person, persons, partnership, company, firm associate, or corporation offering bids on this work for the following sum of prices:

Bid Price	\$
-----------	----

#### **PROPOSAL**

The undersigned agrees to complete all work within specified time limits after the date of the Notice to Proceed as follows:

#### 129 Calendar Days (last day of June 2018)

In submitting this bid, it is understood that the right is reserved by the *Owner* to reject any and/or all bids. It shall also be understood that the *Owner* has the right to award contracts to individual vendors for different facilities.

#### **OFFICIAL ADDRESS:**

RESPECTFULLY SUBMITTED,
BY:
TITLE:
DATE:
(Signature)