

White Settlement Independent School District



Proposal # 2019-002

Request For Proposal for: 27 Cafeteria Tables

Issue Date: March 1, 2019

Questions Deadline: March 21, 2019 2:00 PM (CT)

Response Deadline: March 28, 2019 **2:00 PM (CT)**

Contact Information

Contact: Nancy Rodriguez

Address: 401 S Cherry Lane

White Settlement, TX 76108

Phone: 817-367-5305

Email: nrodriguez@wsisd.net

**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 #: 2019-002
Due Date: March 28, 2019 at 2:00 PM
Proposal For: 27 Cafeteria Tables

Timeline

Release RFP	March 1, 2019
Deadline for questions	March 21, 2019 at 2:00pm
Deadline for submittal of proposal	March 28, 2019 at 2:00pm
Tenative School Board Approval	April 16, 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Proposals may be withdrawn at any time prior to the official opening.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 After the official opening, proposals may not be amended, altered, or withdrawn without the recommendation of the Assistant Superintendent of Finance and Operations.

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 March 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.

**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. 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.
2. 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.
3. 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.
4. 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.
5. 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 Indemnatee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnatee.
6. 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.

7. 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.
8. 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.
9. Proposals received after the time and date specified **will not** be considered.
10. When proposal is not returned, the vendor's name is removed from the vendor's list.
11. All prices will be guaranteed for sixty (60) days from the date of the proposal opening.
12. 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.
13. Propose unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.
14. 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.
15. Where applicable, samples must be submitted upon request.
16. 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.
17. 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.
18. White Settlement Independent School District will receive all merchandise at the 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.
19. **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.)**
20. **Title and Risk of Loss:** 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.

21. **Vendor will provide detailed information to the District for each item delivered (model number, serial number, product/equipment description).**
22. Invoices shall be sent **directly** 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**.
23. Vendors are not to unilaterally apply duplicate payments or overpayments against unrelated open invoices without the District's explicit authorization.
24. 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.)
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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.
31. Questions in regard to this proposal must be submitted to the Coordinator of Purchasing for clarification.
32. No smoking or use of any tobacco products is permitted on school property.
33. 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.
34. **The Purchase Order number must 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.**
35. 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.
36. 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.
37. Successful Vendor(s) will be required to submit Material Safety Data Sheets for applicable item(s).
38. **Discriminatory Trade Practices** Beginning 9/1/17, all contracts that a district executes must include verifications from the company that it does not boycott Israel during the term of the contract.
____ We do not and will not boycott Israel ____ We cannot agree to NOT boycott Israel
(Required: Check one)
39. **Prohibition on Lobbying** – White Settlement ISD has implemented a procedure prohibiting lobbying, contact or soliciting School District staff members or Board of Trustees during the selection process. Please acknowledge compliance with the district procedure and certify that agents, consultants, or representatives of the firm have not or will not contact, solicit, or lobby School District members of the Board of Trustees regarding the above mentioned solicitation from date of first advertisement through award. ____ I acknowledge (Required: Check one)
40. **Felony Conviction Notice** Texas Education Code requires that “a person or business entity that enters into a contract with a school district must notify the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must have a

description of the conduct resulting in the conviction of a felony.” Note: If this is a publicly-held company, this reporting requirement does not apply.

☐ does not apply ☐ no felony exist ☐ yes, convictions exist and detail
Will be provided

41. **Debarment and Suspension** The District can not enter into a contract with a company that has been debarred or suspended under the terms of “Debarment and Suspension”, as described in the Federal Register Rules and Regulation, when using Federal Funds this applies to subcontractors as well. Should the organization become suspended or debarred during the term of the agreement notification is required. I hereby certify that my company has not been debarred or suspended.

☐ Company has **not** been debarred or suspended

☐ Company has **been** debarred or suspended.

(Required: Check one)

42. **Deviations** List any deviations from the specifications. Bidders must list all deviations for products offered. If no deviations please state “None”.

43. **Non-Collusion Statement**

Do you affirm that you are duly authorized to execute this contract, that this company or firm has not preformed collusion with any other bidder, and that the contents of this bid as to prices, terms, conditions of said bid have not been undertaken nor by the employee or agent to any other person engaged in this type of business prior to the offer.

☐ yes ☐ no (Required: Check one)

44. **Criminal History and/or Fingerprinting** 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.

☐ Acknowledge, will comply (Required: Check if applicable)

45. **Background Checks and Fingerprinting** The White Settlement ISD reserves the right to require additional background checks of identified persons working on projects or services where direct contact with staff or students may occur. The cost of the required background checks/ fingerprinting is the responsibility of the successful vendor. WSISD reserves the right to require the vendor to use District vendor for the background checks/fingerprinting.

☐ I acknowledge (Required: Check if applicable)

46. **Conflict of Interest** Conflict of interest Questionnaire (Form CIQ) is required to be submitted by vendor or other person doing business with WSISD that has a conflict in accordance with Chapter 176, Local Government Code. Please acknowledge that there are no known conflicts of interest with local government officer.

☐ No conflicts of interest

_____ Yes, Form CIQ will be filed
(Required: Check only one)

47. **Non-Appropriation of Funding:** 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.
48. **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.

49. **Evaluation Criteria** 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 White Settlement ISD to evaluate the overall 'best value':
- | | |
|--|-----|
| a) The purchase price; | 80% |
| 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; | 0% |
| f) The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses; | 0% |
| g) The total long-term cost to the district to acquire the vendor's goods and services; | 0% |
| h) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, 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% |

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.)

(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 vendor 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 vendor agree to abide by the above?

YES _____ (If yes, 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 yes, insert initials of Authorized Representative 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.

Pursuant to Federal Rule (F) 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 (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 initials of Authorized Representative 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 initials of Authorized Representative 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 Authorized Representative of vendor.)

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 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 sub-grantees 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 Representative 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 Authorized Representative of vendor.)

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above under 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: _____

**PROPOSAL RESPONSE FORM
PROPOSAL 2019-002
CAFETERIA TABLES**

To: White Settlement Independent School District
Nancy Rodriguez, Coordinator of Purchasing
401 S Cherry Lane
White Settlement, Texas 76108

From:

Company Name

Address

City/State/Zip

Area Code & Telephone Number

Fax Number

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions and Specifications contained herein, and that if accepted by the White Settlement Independent School District, all of the provisions are part of a binding contract between the White Settlement Independent School District and our company. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Owner or Legally Authorized Representative

Title

Signature

Date

VENDOR PROFILE

Company Name _____

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 _____

Number of years company has been in business under this name _____

Other company names used with dates, from/to:

Remit to Address (if different than above):

Address _____

City, State, Zip _____

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 Texas Government Code, Section 2252.001 (3) and (4), is in the city of _____ in the State of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

TO BE SIGNED AND RETURNED

REFERENCES

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

1. Institution/Company

Name_____

Street Address_____

City/State/Zip_____

Contact's Name_____

Phone Number_____

2. Institution/Company

Name_____

Street Address_____

City/State/Zip_____

Contact's Name_____

Phone Number_____

3. Institution/Company

Name_____

Street Address_____

City/State/Zip_____

Contact's Name_____

Phone Number_____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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 than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. 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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 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.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government 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.

Local Government Code § 176.001(1-a): "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.

ITEM 2. Alternative Specs**Cafeteria Tables w Comfort Stools including
Optional Accent Guard QUANTITY 27**

Sico (or equal) brand tables

Quantity 26 – (non wheelchair tables)

Model No TTQ61G Elliptical shape table top 42" x 120" (107cm x 305cm)

Seating capacity 12 stools – ABS Plastic Comfort Stools with Accent Guard

Dimensions length x Width 10' x 42"

Storage Dimensions Length x Width 71"L x 45"W

Height 27"

Weight 249 lbs.

Quantity 1 – (wheelchair table)

Model No TTS61G Elliptical shape table top 42" x 120" (107cm x 305cm)

Seating capacity 8 stools/4 wheelchairs – ABS Plastic Comfort Stools with Accent Guard

Dimensions length x Width 10' x 42"

Storage Dimensions Length x Width 71"L x 45"W

Height 27"

Weight 249 lbs.

Colors

Top: Woolamai Brush

Stool Top: Dark Blue comfort stool, with shadow gray accent guard

Stoll Bottom: Dark Blue

Edge Color AmTab Grey

Frame: Silver

**REQUEST FOR PROPOSAL 2019-002
27 CAFETERIA TABLES**

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:** **March 28, 2019**
 TIME: **2:00 p.m.**

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

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:

26 tables with tools
1 tables with wheelchair access

Per Unit Bid

cafeteria tables with round plasitc stools -	\$_____
Cafeteria tables with round plasitc stools - wheelchair access	\$_____
Cafeteria tables with comfort stools with accent guard	\$_____
Cafeteria tables with comfort stools with accent guard - with wheelchair access	\$_____

PROPOSAL

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

90 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)