

White Settlement Independent School District



**Request For Proposal for: Used Drop Frame
Moving Trailer and
Trailer Graphics**

Proposal # 2018-001

Proposal Due January 8, 2018 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 – Connie Self
401 S Cherry Lane, Texas 76108
Phone (817) 367-5305 Fax (817) 367-1304**

Instructions to Vendors

Proposal #: 2018-001
Due Date: January 8, 2018 at 2:00pm
Proposal For: Used Drop Frame Moving Trailer and Trailer Graphics

THIS PROPOSAL WILL NOT BE OPENED OR READ PUBLICLY.

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Proposals may be withdrawn at any time prior to the official opening.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 After the official opening, proposals may not be amended, altered, or withdrawn without the recommendation of the Executive Director of Purchasing and the approval of the White Settlement Independent School District Board of Trustees.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 December 19, 2017 by 4:00pm. You may submit this information via email to cself@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 2018-001
USED DROP FRAME MOVING TRAILER AND TRAILER GRAPHICS**

To: White Settlement Independent School District
Connie Self, 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

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 Idemnatee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnatee.

7. **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.
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 1025 W Loop 820 N., White Settlement, Texas 76108 unless otherwise stated on purchase order. 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. **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.
23. **Vendor will provide detailed information to the District for each item delivered (model number, serial number, product/equipment description).**
24. 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.**

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 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.**
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;
- b) The reputation of the vendor and of the vendor's goods or services;
- c) The quality of the vendor's goods or services;
- d) The extent to which the goods or services meet the district's needs;
- e) The vendor's past relationship with the district;
- f) The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses;
- g) The total long-term cost to the district to acquire the vendor's goods and services;
- 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:
 - (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)**

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

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 **listed on this page**. 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 **OR** _____ 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: (____) _____

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 advance notice 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”.

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

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 furnished is true to the best of my knowledge (select one answer).

Vendor Name: _____

Authorized Company Officer's Name (printed): _____

Title: _____

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

Signature of Company Officer: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Officer: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (list names and titles):

Details of Conviction: _____

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 NCJU@txdps.state.tx.us 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 Education 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;
- (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 behalf of _____ ("Contractor"), I certify that

☐ None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions 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 the contracted services are provided.

Or

☐ Some or all of the employees of Contractor and any subcontractors are *covered employees*. If this 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 *covered employees* so that the District may obtain criminal history record information on the *covered employees*.
- (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 termination.

Company Name _____

**Signature of Authorized
Representative** _____

Printed Name _____

Date _____

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_____

EDUCATIONAL PURCHASING COOPERATIVE OF NORTH TEXAS

Several governmental entities around the White Settlement Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes _____ No _____ If you, the vendor, checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the White Settlement Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than White Settlement Independent School District will be billed directly to that governmental entity and paid by that governmental entity. White Settlement Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com>.

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.

REQUEST FOR PROPOSAL 2018-001
USED DROP FRAME MOVING TRAILER AND TRAILER GRAPHICS

INTENT:

The White Settlement Independent School District is soliciting proposals to enter into a fixed price contract for one (1) used drop frame moving trailers.

SPECIFICATIONS:

The following specifications are based on a Kentucky Trailer drop frame moving trailer. 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.** Provide detailed product information on the following (type of material, construction, installation, etc.).

Due to this being a purchase of used equipment, White Settlement ISD reserves the right to inspect the trailers before issuing a purchase order.

Trailer

- 2006 model or newer
- Dimensions
 - Length: - 53 feet
 - Width: 102 inches
 - Height: 13' 6"
- Reconditioned High Cube "Moving Van" Semi-Trailer
- Trailer to be DOT certified (FHWA) – must be inspected in the state of Texas and meet all the requirement to be used in Texas
- Door configuration varies, but will have a minimum of 3 curb-side, 1 barn-door street-side and hinged back doors
- Belly Box must have minimum of 2 belly box doors on each side (configurations may vary)
- Tires should have 50% tread or better

Specifications for Customization

- Installation of a second floor above the main deck
 - Upper deck to be approximately 23 feet long and begin at the tail-end of the #2 curb-side door

- Industry standard load bars and $\frac{3}{4}$ " plywood decking
 - High durability commercial carpet on the second floor
 - Custom door spans to allow all door openings to be fully functional
 - Floor-to-floor dimension to be 45"
- Pair of fiberglass 15-foot long "Walk Ramps" to be used in the #1 or #2 curb-side openings
 - Store in the curb-side belly box for transport
- Installation of a set of retracting stairs from the main floor to the upper deck at the nose-end of the upper deck floor
- Installation of a set of retracting stairs from the main floor to the upper deck at the tail-end of the upper deck floor
- Installation of a single step from the main floor to the nose deck
- Installation of a full-width dual stage hydraulic ramp with associated mobile power unit
- 2 Color Guard drawers installed in the street-side belly boxes
- Installation of 2 custom awnings (20 feet each) at the top-rail on the curb-side of the trailer (awning color will be chosen to compliment the graphics)
- Installation of 3 folding shelves (5 feet each) upstairs on the street-side sufficient for cased sousaphone storage below
- Design and installation of 20 feet of custom shelving on the curb-side upper deck
- Installation of 12-volt low profile interior LED lights (8 upstairs and 5 downstairs)
- Installation of 12-volt exterior flood lights (10 lights)
- Installation of a power center including a charging circuit, battery, and light switches with voltmeter and USB charging ports
- Installation of a roof mounted solar panel to maintain battery charge without the need to plug the trailer into a generator power or the tractor
- Installation of an inverter circuit to provide 110-volt power to the awnings
- Prepare the trailer exterior for new paint by media blasting exterior including the removal of all holdbacks
- Prime trailer exterior including door jambs
- Single color painting of exterior and door jambs (no pearl or metallic, paint color to be chosen to compliment graphic)
- Outer wheel hubs removed, prepped, and painted (white or silver)
- Landing gear painted with a textured black
- New holdbacks (wind latches) for exterior doors and belly boxes as necessary
- Full-color graphics printed and installed from print ready provided by the district
 - Graphics template will be provided based on the dimensions of the sourced trailer
 - Additional charges for file prep or manipulation
 - Curb-side, street-side, and back doors included. Nose graphics incur an additional charge
- Price should include all transportation costs including final delivery to CF Brewer High School

Used Trailer Moving Van Conversion to Marching Band Trailer

Year of Manufacture: _____

Dimensions:

- Length: _____
- Width: _____
- Height: _____

Number of Curbside Doors: _____

Number of barn door street side: _____

Number of hinged back doors _____

Bid Price: _____

**REQUEST FOR PROPOSAL 2018-001
USED DROP FRAME MOVING TRAILER AND TRAILER GRAPHICS**

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:** **January 8, 2018**
 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:

204 Calendar Days (last week of July 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)