

**PART B - IV. GENERAL CONDITIONS**  
**RFB 23-06-001-1 CAFETERIA EQUIPMENT**

**1.0 SCOPE OF QUALIFICATION STATEMENT**

1.1 The Argyle Independent School District (AISD ) requests written Bids from qualified firms to provide Kitchen Equipment in conjunction with successful Federal Funds, Bond elections, Bond Projects, and various AISD funded projects. Any agreements resulting from this RFB will be valid for purchase, design schematics, delivery, installation, product warranty year/s commencing on the date of board approval, with options to extend for additional one year period as needed to provide equipment services.

1.2 This is a product/service contract and effective for from date of the award but may be extended as stated elsewhere in this document.

1.2.1 Length of **Contract**: Any agreement resulting from this RFB process shall be for a one year agreement between the District and the selected provider(s) with the option of one year extensions to be determined and negotiated prior to the end of the initial term and each renewal term. Any changes to the scope of services provided under this contract that may result in changes to the terms, conditions, and fees can be redefined and negotiated. In that event, any negotiated items must be placed in writing to the district and provided as an amendment to the contract no later than 90 days prior to the renewal of the contract. In such instance, the district will notify the vendor of such intent to renew at least 45 days prior to the renewal date. The district may also negotiate and/or explore other options during this period. If AISD fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate.

1.2.2. Respondents are advised to review this agreement and list any exceptions to this Agreement Form in the appropriate place of their response to this solicitation; Part A.

1.3 All proposers must agree to fully warrant and guarantee all information in its response.

**2.0 CONDITIONS OF AGREEMENT**. The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

- Notice to Bidders
- Instructions to Firms
- Responsibilities of Firms
- General Conditions
- Contract Specifications

**3.0 BID SUBMITTAL**. A signed, submitted bid constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation, combined with the acceptance of said bid by the District. No products/services shall be delivered, nor work be performed without a Purchase Order issued to the successful firm(s), written on an official District Purchase Order Form, prior to the products being delivered or work being performed. Under NO circumstances are firms to deliver products or perform work without a valid Purchase Order received prior to the delivery or performance.

**4.0 BRANDS AND MODELS**. Brands and model numbers, where listed, are used for specification reference only unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

**5.0 EQUIVALENT OR APPROVED EQUAL.** Whenever a product is defined in any of the Conditions of Agreement by describing a proprietary product, or by using the name/model of a manufacturer or firm, the term “or other units considered to be equivalent”, if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

5.1 If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the qualification statement. Products being proposed as an equal to the items specified must be available for inspection/evaluation by AISD. Samples, when requested, must be furnished within five (5) working days of the request at no cost to the district. If not destroyed during evaluation, samples may be returned to the Firm on request at Firm’s expense.

5.2 Determination of equivalent or approved equal is at the sole discretion of AISD.

5.3 If the Firm takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.

**6.0 SPECIFICATIONS.** The Firm shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.

**7.0 GENERAL EVALUATION.** AISD will award this contract based on delivery terms, installation cost, purchase price – the quality and reliability of the product, warranties, vendor past performance, references, and other factors to determine best value for purchase. AISD may consider other criteria, such as compliance with the RFB documents, and compliance with AISD’s policies, procedures and goals.

**8.0 RESERVATION OF RIGHTS.** AISD expressly reserves the right to:

- (a) Reject or cancel any or all bids;
- (b) Waive any defect, irregularity or informality in any bid or RFB procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFB;
- (f) Consider and accept an alternate bid as provided herein when most advantageous to AISD;
- (g) AISD has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (h) Procure any item or services by other means to meet time-sensitive requirements.

**9.0 ACCEPTANCE.** Notification of award will be communicated by a letter of acceptance or may be made public on the District’s website (<https://argyleisd.com/>). If notified by letter, the letter of acceptance, citing the RFB, consummates the contract, which consists of the RFB, the firm’s offer, and the signed letter of acceptance. Subsequent purchase or delivery orders may be issued as appropriate.

**10.0 INVOICES AND PAYMENTS.** The Firm shall submit separate invoices, in duplicate, on each purchase order after each delivery and/or completed project. Invoices shall indicate the purchase order number and the RFB number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed to AISD at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the firm for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by AISD (unless specified in the specifications) or the project has been completed and the above instruments are submitted and the invoice has been accepted by AISD. All prices shall be

F.O.B. destination. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

**11.0 WARRANTY-PRICE.** The price to be paid shall be that contained in Firm's bid which Firm warrants to be no higher than Firm's current prices on orders by others for products of the kind and specification covered by this RFB for similar quantities under similar or like conditions and methods of purchase. In the event Firm breaches this warranty, the prices of the items shall be reduced to the Firm's current prices on orders by others, or in the alternative, AISD may cancel this RFB without liability to Firm for breach. Quotes provided to the district, under any resulting contract or agreement from this process, shall reference the products awarded with this contract and shall reflect any discount, in addition to RFP number.

**12.0 TERMINATION.** AISD shall have the right to terminate for default all or any part of this contract if Firm breaches any of the terms hereof or if the Firm becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which AISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

12.1 AISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Firm of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12.2 AISD may terminate the contract and debar the firm from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

**13.0 ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or any obligation delegated by Firm without the written permission of AISD.

**14.0 INTERPRETATION.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFB shall not be relevant to determine the meaning of this RFB even though the accepting party has knowledge of the performance and opportunity for objection.

**15.0 APPLICABLE LAW.** This RFB, and its resulting contract, shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Denton County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFB.

**16.0 NOTIFICATION OF CRIMINAL RECORD.** The person or entity submitting an offer must give notice to the district, at the time of offer submission, 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).

**17.0 INDEMNIFICATION AND HOLD HARMLESS:** Except as otherwise expressly provided, Firm shall defend, indemnify, and hold AISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Firm, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

**18.0 ASSIGNMENT OF OVERCHARGE CLAIMS.** Successful Firm shall assign to AISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of TX, Tex. Bus. & Com. Code, Section 15.01, et seq.

**19.0 USE BY OTHER GOVERNMENT ENTITIES.** The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful bidder only. In the event the successful bidder allows another governmental entity to join the Argyle ISD contract, it is expressly understood that the Argyle ISD shall in no way be in no way liable for the obligations of the joining governmental entity.

**20.0 REPRODUCTION, DISTRIBUTION, ASSIGNMENT and DELEGATION.** Copies of this Request For Bids document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the bid; however, the firm registered as the plan holder must submit his/her bid on the original Request For Bids document. NOTE: Firms may not collaborate with any other firm in preparing his/her bid.

**20.1 ASSIGNMENT-DELEGATION.** No right or interest in a contract resulting from this request for Request For Bids process shall be assigned or any obligation delegated by Firm without the written permission of the Argyle Independent School District.

**21.0 DISTRIBUTION.** The Argyle Independent School District owns the exclusive right to distribute this and any procurement document to firms requesting to be included in the procurement process or to firms that have been identified as firms qualified to provide the goods and/or services required in this document.

**22.0 RESPONSE FORMS:** Section IV contains forms that are required to be completed and submitted along with your response. In order to make it easy to detect which forms are required, they are marked at the bottom of the form with the following label:

**THIS PAGE MUST BE RETURNED WITH THE RFB**

Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

**22.1 QUALIFICATION STATEMENT FORMS CHECKLIST:** This form is used as a checklist for proposing firms to indicate that each required form has been reviewed and addressed as part of your bid response. **This form must be completed and returned for a bid or bid to be considered.**

**22.2 QUALIFICATION STATEMENT FORM/BID FORM/PRICING MATRIX:** These forms are used to submit your offer for this bid. These forms are to complete pricing offered for this project and must be submitted with the signature of the person authorized to commit your company to this project at the price(s) offered. Proposers will submit pricing for the products offered to AISD, which will be used to evaluate and establish a pricing mechanism for which future projects will be priced. These forms must be completed and returned for a bid or bid to be considered.

**22.3 BID/BID OFFER FORM:** This is the form that authorizes the respondent to represent his/her company to extend the offer to AISD and enter into an agreement if an award is extended to this firm. This form also serves as a statement that the offer was not prepared in collusion with any competing firm and that the stated prices are prepared independent of any pre-arranged agreement. This form is used to further verify as to the accuracy of all information contained in the response, including but not limited to the required Felony Conviction Notice. **This form must be completed and returned for a bid or bid to be considered.**

**22.4 NOTICE OF NO RESPONSE FORM:** In the event that a solicited firm elects not to participate in this Request For Bids opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful in evaluating its procurement processes. Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed if your firm is not responding to this solicitation.

**22.5 AFFIDAVIT OF AUTHORITY AND NON-COLLUSION:** This is a sworn statement that the individual presenting the offer to AISD is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affirms, under sworn statement, that the bid was not prepared in collusion with any competing firm nor were price fixing and pre-arranged agreements made prior to or during the administration of this process. This form must be completed and returned for a bid or bid to be considered.

**22.6 STATEMENT OF COMPLIANCE/DEVIATION FORM:** This form is a signed statement that the bid complies with all specifications and/or scope of work contained in the solicitation document, unless listed in the Exceptions section on this form, which is provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work. This form must be completed and returned for a bid or bid to be considered.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document. This form must be completed and returned for a bid or bid to be considered.

**22.7 FELONY CONVICTION NOTICE:** Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a firm from receiving a Contract, but are examined on a case by case basis. This form must be completed and returned for a bid or bid to be considered.

**22.8 BID QUESTIONNAIRE:** If required, this form is used for the purpose of providing in-depth information about the firm submitting the offer, including experience levels, special training and/or skills needed to provide the services or goods required of the solicitation. This form must be completed and returned for a bid or bid to be considered. This form is not attached to this project.

**22.9 CONFLICT OF INTEREST COMPLIANCE FORM** – This form is required in conjunction with House Bill 914, which went into law September 1, 2005, and became effective January 1, 2006. This is a three-page form, the first of which is a **Notice to Firms** and the remaining two pages are the **Conflict of Interest Questionnaire**. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Firms are required to complete this and include in their response, if applicable. If no conflict exists, firms are required to complete and include the **NOTICE OF NO CONFLICT OF INTEREST STATEMENT**, included as the last page of this section.

**NOTE:** Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a firm from receiving a Contract, but are examined on a case by case basis.

**22.10 IRS FORM W-9:** This is a required form by the IRS for government entities that pay firms in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a bid or bid to be considered.

**22.11 AISD CONTRACTOR CERTIFICATION:** Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the

District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. This form certifies that the firms submitting will perform the required background check according to state law. This form must be completed and returned for a bid or bid to be considered.

**22.12 EPCNT INTERLOCAL AGREEMENT CONSENT FORM:** This form is used for firms to indicate agreement with allowing member districts and qualifying government entities access to any resulting contract or agreement to purchase under an Interlocal Agreement. Such purchases will be made directly with the requesting school district or government entity and AISD will not serve as a collection agency or otherwise administer purchases for or on behalf of other qualifying entities or awarded firm(s) under any resulting agreement. This form must be completed and returned for a bid or bid to be considered.

**22.13 RESIDENT BIDDER'S CERTIFICATION:** In order for a bid to be considered, the following information must be provided. Failure to complete may result in rejection of the bid. As defined by Texas House Bill 602, a "nonresident firm" means a firm whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. This form must be completed and returned for a bid or bid to be considered.

**22.14 DEBARMENT OR SUSPENSION CERTIFICATE:** This form is required by regulations implementing Executive Order 12549, requiring firms competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that firm has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tiered covered transaction. Instructions on determining this information is included in the form. Firms competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Firms to disclose any Lobbying Activity identified in the instructions provided with this form. This form must be completed and returned for a bid or bid to be considered, even if there is no lobbying activity to report.

**22.15 COMMITMENT TO PROVIDE INSURANCE FORM:** This form is used for firms to include as confirmation of their agreement to provide insurance in the required coverage, naming AISD as an additional insured, if awarded a contract under this solicitation process.

**22.16 CERTIFICATE OF INTERESTED PARTIES – FORM 1295:** Requirements to complete and include this form went into effect December 24, 2015, as a result of the passage of [House Bill 1295](#). This form is required of Interested Parties who enter into qualifying contracts defined in HB1295. Failure to file this form with the Texas Ethics Commission will disqualify any qualifying contract and cause the District to dismiss any bid or bid. Qualifying contracts are defined as: (1) requires an action or vote by the governing body of the entity or agency (school district) before the contract may be signed; or (2) has a value of at least \$1 million. Purchase Orders, when issued as delivery orders in conjunction with an awarded bid or bid, are considered contracts and qualify for disclosure under this requirement. **Any bid or bid awarded by the Argyle ISD Board of Trustees will require the interested party to complete this filing online before purchases will be made under the awarded agreement, whether or not a separate contract document is executed.** A sample Form 1295 is included in this procurement document to make prospective firms aware of this requirement. Firms are NOT

required to complete the enclosed form and include it in their response. Complete instructions and important information can be located at the following link: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**22.17 CHAPTER 2270 (BOYCOTT) VERIFICATION:** This form contains a requirement for firms competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.* This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89. (pursuant to Texas Government Code §2270 and §808.001).

**23.0 INSURANCE.** The successful Firm, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. Successful Firm may be required to provide a copy of insurance coverage to AISD. Insurance certificates may contain a provision, or Firm’s signature on this bid/bid certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given AISD. Insurance must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the firm’s insurance coverage. If the district is to be named as an additional insured on the firm’s insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from the date of award at the firm’s expense. If the district requires a certificate of insurance, the bid/bid number and title should be noted in the “Description of Operations/Locations/Vehicles/Special Items” block of the certificate and the “Certificate Holder” block of the certificate should read, “Argyle ISD, Attn: Risk Specialist, 6701 Canyon Falls Dr, Argyle, TX 76226.” Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document. Included in this Request for Bid solicitation as Exhibit No. 1 is a sample Insurance Certificate for all firms to indicate the amount coverage that is currently in place and is extended to AISD. **If required, please complete and return Exhibit No. 1 in your response.**

23.1 Workers’ Compensation: Successful Firm must maintain workers’ compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer’s Liability with a limit of at least \$100,000. If required, all firms submitting bids or bids shall include a copy of his/her current insurance certificate indicating coverage of the following lines of coverage in the following minimum amounts:

**AISD Insurance Certificate Required Coverage**

- |      |                                |  |
|------|--------------------------------|--|
| 23.2 | <b>Worker’s Compensation:</b>  | All liability arising out of Firm’s employment of workers and anyone for whom Firm shall be liable for Worker’s Compensation claims. Worker’s Compensation is required and no “alternative” for of insurance shall be permitted. |
| 23.3 | <b>Professional Liability:</b> | \$1,000,000.00 per claim and   |
|      | Firm:                          | \$2,000,000.00 in the aggregate  |

Firm's Consultants: \$1,000,000.00 per claim and  
\$2,000,000.00 in the aggregate

**23.4 Commercial General Liability:**

Each Occurrence \$1,000,000.00  
General Aggregate: \$2,000,000.00  
Personal and Advertising Injury \$1,000,000.00 each person

23.5 Automobile Liability \$1,000,000.00 combined single limit

23.6 Excess Umbrella Liability \$5,000,000.00

23.7 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

23.8 The Commercial General Liability and Automobile policies issued in the name of Firm shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

23.9 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

23.10 Firms shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Firm shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Firm neglects or refuses to provide any insurance required herein,



or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Firm's expense.

**23.11 You are required to submit a certificate of insurance for the above insurance requirements with your response. NOTE: Items #23.8, #23.9, and #23.10 shall be required of the successful firm(s).**

24.0 WORKERS' COMPENSATION COVERAGE. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

24.13 Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage firms, office supply deliveries, and delivery of portable toilets.

24.14 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

24.15 The contractor must provide a certificate of coverage to the district prior to being awarded the contract.

24.16 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

24.17 The contractor shall obtain from each person providing services on a project, and provide to the district:

(a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project and;

(b) No later than seven days after receipt by the contractor, a new certificate of coverage showing the extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

24.18 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

24.19 The contractor shall notify the district in writing by certified mail or personal delivery, within ten

(10) days after  
the contractor knew or should have known, of any change that materially affects the provision of coverage of any  
person providing services  
on the project.

24.20 The contractor shall post on each project site a notice, in the text, form, and manner prescribed by  
the Texas Workers'

Compensation Commission, informing all persons providing services on the project that they are required to be  
covered, and stating how  
a person may verify coverage and report lack of coverage.

24.21 The contractor shall contractually require each person with whom it contracts to provide  
services on a project to:

(a) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of  
any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44)  
for all of its employees providing services on the project for the duration of the project;

(b) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage  
showing that coverage is being provided for all employees of the person providing services on the project  
for the duration of the project;

(c) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage  
showing the extension of coverage, if the coverage period shown on the current certificate of coverage  
ends during the duration of the project.

(d) Obtain from each other person with whom it contracts, and  
provide to the contractor:

- (1) A certificate of coverage, prior to the other person beginning work on the project; and
- (2) A new certificate of coverage showing extension of coverage, prior to the end of the  
coverage period, if the coverage period shown on the current certificate of coverage ends during  
the duration of the project;

(e) Retain all required certificates of coverage on file for the duration of the project and for one year  
thereafter;

(f) Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the  
person knew or should have known, of any change that materially affects the provision of coverage of any  
person providing services on the project; and

(g) Contractually required each person with whom it contracts to perform as required by items 1-7,  
with the certificates of coverage to be provided to the person for whom they are providing services.

24.22 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

24.23 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**25.0 INDEMNIFICATION AND HOLD HARMLESS.** Except as otherwise expressly provided, Firm shall defend, indemnify, and hold AISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Firm, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

**26.0 BONDING REQUIREMENTS.** The Firm shall procure and maintain all bonds required for the Project by law or the Contract Documents. The Firm, before beginning the work, will execute payment and/or performance bonds which shall be executed by a corporate surety in accordance with Insurance Code 7.19-1. as required by Texas Government Code 2253.021(a), (d)–(e)

For a contract in excess of \$100,000, a performance bond shall be executed in the amount of the contract in accordance with Texas Government Code 2253.021(b)

For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract in accordance with Texas Government Code 2253.021(c)

Bid Bond Bids shall be accompanied by a bid bond in the amount not less than five percent (5%) of the total Proposal amount from a reliable surety company licensed to do business in the State of Texas (as a guarantee that the Firm will enter into a contract and execute a payment and performance bonds on any or all projects \$25,000 or above within fifteen (15) days after notice of award of the contract to company.

***(Space left blank intentionally)***

**V. SCOPE OF WORK**  
**RFB 23-06-001-1 CAFETERIA EQUIPMENT**

**SCOPE OF WORK**

The Argyle Independent School District (AISD) requests written Bids from qualified firms to provide Kitchen Equipment at several campus locations. The preferred delivery is 12 weeks.

**Contract Responsibility**

The awarded firm/s will be required to assume total responsibility of the project. The awarded firm/s will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

**Taxes, Fees, Code Compliance, Licensing**

The awarded firm/s shall be responsible for payment of any required taxes or fees associated with the execution of the performance contract. The awarded firm/s shall be responsible for compliance with all applicable codes and Laws. All engineering, design, installation and construction work shall be done by contractors licensed in the State of Texas.

**Assignment**

The awarded firm/s shall not sell, assign, transfer or convey this contract completely, or in part, without the prior written consent of the Director of Operations. Any such assignment or transfer shall not release the awarded firm/s from all contractual obligations.

**District Information:** Argyle ISD (AISD) is a K – 12<sup>th</sup> grade public school district with a total student population of 5,100 and an estimated 700 employees. The district is located in the North Texas area. Argyle ISD consists of 6 schools with the construction of a new elementary school that will open in the fall of 2024. AISD's Board of Trustees is comprised of seven members and the superintendent of schools is Dr. Telena Wright. The District central offices are located at 6701 Canyon Falls Dr, Argyle, Texas.

**Goals and Objectives** The goal for this selection process is to secure the services of a qualified firm or firms to provide Kitchen Equipment to include, but not be limited to: delivery, installation, product/s functions, warranties, etc.

**Projected Dates of Award and Implementation:** Questions related to this Request For Bids will be received only in writing via e-mail. Questions may be e-mailed to Athena Nance-Young at [ananceyoung@argyleisd.com](mailto:ananceyoung@argyleisd.com). The deadline for sending questions related to this RFB is 2:00 PM on July 30, 2023.