

ARGYLE INDEPENDENT SCHOOL DISTRICT

FINANCE DEPARTMENT – PURCHASING



6701 Canyon Falls Drive
Phone: (940) 464-7241

Flwr Mnd, TX 76226
Fax: (940) 464-7297

REQUEST FOR BIDS

PART A - RFB 23-06-001-1 CAFETERIA EQUIPMENT

I. NOTICE TO BIDDERS

The Argyle Independent School District (AISD) is soliciting bids for the products/services per the specifications stated elsewhere in this solicitation document. Bids shall be submitted in an envelope marked on the outside with the Firm's name and address and bid number **(RFB 23-06-001-1 CAFETERIA EQUIPMENT)** to:

Athena Nance-Young, Purchasing Specialist
Finance Department
Argyle Independent School District
6701 Canyon Falls Dr
Flower Mound TX 76226

Bids will be received at the above address until **2:00 PM, July 12, 2023**.

Prospective respondents are prohibited from contacting any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who has influence in the evaluation or selection process as outlined in paragraph 2.0 in **Section II labeled INSTRUCTION TO FIRMS**.

Faxed Bids will not be accepted. Bids must be submitted in sufficient time to be received and time- stamped at the above location on or before the published date and time shown on the RFB. AISD will not be responsible for mail delivered from the post office, United Parcel Service, FedEx or any courier or delivery service. Firms must submit sealed bids in the form of the executed Offer Form and Price Offer Sheets, together with any material required by this RFB, by the time and date specified. All bids must remain open for 120 days from the opening date pending acceptance by AISD.

Any submission of information or documents to AISD (District) pursuant to this RFB is deemed public information by the District unless the Chief Financial Officer of the District is notified in firm's response. The District reserves the right to accept or reject each item separately or as a whole. AISD reserves the right to reject any or all bids or bids and to waive any informality. Any reference within the following pages of this document to bid, Request for Bid (RFP), Competitive Sealed Bid (CSP) could be technically inaccurate but should be construed to mean and are used interchangeably as the designated legal method of procurement listed at the top of this page. It is the responsibility of the firm to monitor the AISD's website at <https://www.argyleisd.com> for any addenda to the RFB. Failure to follow any posted addenda may render your bid non-responsive.

No order is valid under an award resulting from this procurement process until a valid Purchase Order or contract for services with invoicing and/or payment instructions is issued to the awarded firm/s.

By: *Athena Nance-Young*

June 21, 2023

Athena Nance-Young, Purchasing Specialist

Date of Issue

Argyle ISD

P: 972-464-7241

E: ananceyoung@argyleisd.com

II. INSTRUCTIONS TO FIRMS
RFB 23-06-001-1 CAFETERIA EQUIPMENT

1.0 GENERAL. The following instructions by the Argyle Independent School District are intended to afford Firms an equal opportunity to participate in the bid process.

1.1 Before submitting an offer to this solicitation, Firms shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.

1.2 Firms shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/bid) is submitted will be construed by the AISD Board of Trustees to indicate that the Firm agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation or request for clarification or additional information by an Firm regarding the meaning or interpretation of these instructions or any other RFB documents must be requested in writing by email to Athena Nance-Young at ananceyoung@argyleisd.com by 2:00 PM on June 8, 2023 in order to provide sufficient time for a reply to reach all interested Firms to consider and include the information in submission of their offers. Oral explanations or instructions will not be binding. Firms are prohibited from contacting the technical/functional expert directly for information related to this RFB. Questions regarding specifications may be directed only to Ms. Nance-Young by e-mail at ananceyoung@argyleisd.com. All questions will be directed to the technical/functional expert for response and included in any addendum or update to be distributed to all interested Firms. Questions submitted by email provide a written record of the question for documentation of the contact made between the Firm and the District.

1.4 A functional area expert or a day-to-day contract administrator or manager for AISD may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the assigned Buyer and approved by the Chief Financial Officer. Modifications to contracts/agreements will be made by the Chief Financial Officer, the Associate Superintendent for Business, and/or the Superintendent in accordance with the AISD Board's guidance, policies, and/or procedures. If a firm acts on the guidance of a district employee that is not authorized to make changes, the firm does so at his or her own risk or peril. Also, if a firm attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the firm does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

1.5 AISD's technical/functional manager for this contract is Amy Bresnahan.

1.6 The terms *Firm, contractor, proposer, Bidder, and/or bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *AISD, owner, district, and/or government entity* refer to Argyle Independent School District.

2.0 RESTRICTED CONTACT PERIOD.

2.1 The Restricted Contact Period shall mean a prohibition on any communication regarding any request for bid (RFP), bid, Request for Qualification Statement (RFB) or other competitive solicitation (as defined in the procurement methods above) between:

2.1.2. Any person who seeks an award from the District or its affiliated entities including a potential firm or firm's representative; and

2.1.3. Any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who has influence in the evaluation or selection process.

2.2 Furthermore, campaign contributions, gifts, donations, and any other items of value are prohibited between the parties defined above for any known contract under consideration during the restricted contact period. The District shall review historical campaign finance reports to identify campaign contributions for the applicable period and hold newly elected Board members to the same accountability standard as existing Board members during the restricted contact period.

Bid No. RFB 23-06-001-1 CAFETERIA EQUIPMENT
Due Date: 07/12/2023 Time Due: 2:00 PM

2.3 The restricted contact shall not apply to communication with the District's Procurement Services staff. Such communications shall be limited to the purpose of obtaining clarification or information concerning the subject solicitation or conducting contract according to guidance in 1.3 in Section II labeled Instruction to Firms above.

2.4 The restricted contact period shall begin upon the issuance of an RFB, bid, or other competitive solicitation (as defined under procurement methods above) and will officially end upon execution of an award by the Board and/or the execution of a negotiated contract, whichever represents the final act in the procurement process. A weekly e-mail notification shall be sent to the Board, Superintendent, and cabinet-level staff members of open competitive solicitations, and the notification shall remain in effect until the execution of the awarded contract by all required parties. The Finance Department shall also provide public notice on our website at <https://www.argyleisd.com/>.

2.5 Regardless of the above time period, it is not acceptable for a potential firm to participate in determining the scope of work, strategic direction, technical specifications, or evaluation criteria of such projects. Nothing contained in this policy shall prohibit any potential firm or firm's representative from:

2.5.1. Making public representations at scheduled pre-bid conferences or scheduled selection and negotiation committee meetings;

2.5.2. Engaging in contract negotiations during any scheduled meeting;

2.5.3. Making a public presentation to the Board during any duly noticed public meeting; or

2.5.4. Conducting business on contracts previously executed and currently in force.

2.6 The potential firm or firm's representative shall send all written communication directly to the designated procurement staff.

2.7 Nothing in this policy shall prohibit the procurement staff from initiating a contact with a potential firm or firm's representative and subsequent communication for the purpose of obtaining clarifying information regarding a response to an RFP, bid, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable procurement staff, including any response thereto.

3.0 SPECIFICATIONS. Firms are expected to examine the specifications, standard provisions, Scope/Statement of Work and all instructions contained in this Qualification Statement document. Failure to do so will be at the Firm's risk. Offers submitted on other than the authorized forms provided in this solicitation document or with different terms or provisions may be considered to be non-responsive.

4.0 INFORMATION REQUIRED. Each Firm shall furnish the information required by the RFB documents. The Firm shall sign the Offer Form and the Felony Conviction Notification and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to AISD.

5.0 SUBMISSION OF BIDS. When required, the Bidder should propose his/her lowest and best price. Sealed Bids shall be submitted in an envelope marked on the outside with the Bidder's name and address and the RFB number/name. Bids must be submitted in sufficient time to be received and date/time stamped at AISD's Purchasing Office on or before the published deadline date and time shown on the RFB. Bids received after the published time and date cannot be considered and will be returned unopened. Faxed Bids will not be accepted. Bids may be delivered in person or addressed to:

Athena Nance-Young, Purchasing Specialist
AISD Finance Department
6701 Canyon Falls Dr
Flower Mound TX 76226

Bid No. RFB 23-06-001-1 CAFETERIA EQUIPMENT
Due Date: 07/12/2023 Time Due: 2:00 PM

5.1 All prices, if required, shall be entered on the bid in ink or typewritten. All required signatures shall be original and in ink.

5.2 Proposed price, fees, cost schedule should be firm (fixed). If the Firm, however, believes it necessary to include in his/her price an economic price adjustment, such a bid may be considered, but only as an alternate bid. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective.

5.3 AISD is exempt from federal excise taxes, state and local sales and use taxes.

5.4 Failure to manually sign the offer will disqualify it.

6.0 DISCUSSIONS/NEGOTIATIONS. If discussions are conducted with Firms who are deemed to be within the final competitive range; however, AISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by AISD's Chief Financial Officer and will include only those initial offers that the Chief Financial Officer determines have a reasonable chance of being awarded a contract. The District may elect to contract with one or more firms for any or all of the proposed services after negotiations.

7.0 BEST AND FINAL OFFERS. If discussions are conducted, Firms will be required to submit a best and final offer if price/delivery or other factors agreed to during negotiations have changed from the originally submitted qualification statement. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted qualification statement will be used for further evaluation and award recommendation. Best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

8.0 MODIFICATION OR WITHDRAWAL OF QUALIFICATION STATEMENTS. Bids may be modified or withdrawn by written or telegraphic notice received by AISD prior to the exact hour and date specified for receipt of qualification statements. A qualification statement may also be withdrawn in person by a Firm or his/her authorized representative prior to the opening date/time, provided the Firm's identity is made known and he or she signs a receipt for the qualification statement.

9.0 OPENING QUALIFICATION STATEMENTS. A formal "opening" may be held and prices may be read. Trade secrets and confidential information contained in bids shall not generally be open for public inspection, but AISD's records are a matter of public record.

10.0 PROCUREMENT SCHEDULE. This following procurement schedule will be utilized for this process:

Release of RFB:	June 21, 2023		
Pre-Bid Meeting:	2:00 PM	on	June 29, 2023
Deadline to Submit Questions:	2:00 PM	on	June 30, 2023
Answers to Questions (if needed):	End of Business	on	June 30, 2023
Responses Due:	2:00 PM	on	July 12, 2023
Evaluation Period:	July 12, 2023	-	TBD
Board Meeting:	July, 2023		
Effective Date of Resulting Agreement:	Board Approval Date		

(Dates and times subject to change and will be notified by Addendum)

III. RESPONSIBILITIES OF BIDDERS
RFB 23-06-001-1- CAFETERIA EQUIPMENT

- 1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the Firms/Bidders.
- 2.0 Firms/Bidders are expected to provide prompt service that is due under this contract including warranties. Past performance of Bidders' may be a factor in awarding future contracts as well as delivery and/or installation timeframes.
- 3.0 Bidders are expected to deliver service(s)/product(s) per specifications.
- 4.0 The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.
- 5.0 **There will be a pre-bid site meeting on June 29, 2023 at 2:00 pm at Argyle ISD Administration, 6701 Canyon Falls Drive, Flower Mound, TX 76226.**
- 6.0 **Submit one (1) original (1) electronic copy of your offer on a USB drive.**

BID PRICE FORM

Preferred Specification or Approved Equal. Although the District does not restrict, by use of a brand name, it does have certain features, which seem desirable. Vendors bidding/proposing other than items listed will submit those items as alternates to the specified item explaining on the bid/proposal price sheet where it does not meet specifications. Complete specification, literature describing alternate product, and requested sample information **MUST** be attached to the bid/proposal price sheet on each item bid/proposed.

The District reserves the right to make final decisions as to comparable items. Be very certain that items bid/proposed and delivered are EQUAL to items listed.

Materials which are not equal will be returned to the supplier, transportation charges collect.

USA Made Preferred.

Installation Address: Refer to Argyle ISD Designated Representative

Install Deadline: Preferred 12 week turnaround

Site Visit: Required, vendor must perform site surveys to each site, verify all specifications & voltages. Site visits should be completed in order for bids to be considered. **Pre-bid site meeting scheduled for July 12, 2023 at 2:00pm at the Argyle ISD Administration Building, 6701 Canyon Falls Drive, Argyle, TX 76226.**

Site visit contact: athena.nance-young@argyleisd.com

Scope of Work: Awarded vendor to be responsible for all delivery/ set in place/ final utility connections to existing utilities. Any utility upgrades (if necessary) will be coordinated by the awarded vendor.

Removal of Existing Equipment: Argyle ISD will handle the removal of old/existing equipment

Total Price: Unit price plus include all discounts, freight/delivery/installation costs

ITEM DESCRIPTION

#1 - TILTING SKILLET BRAISING PAN, GAS (REPLACING CURRENT EQUIPMENT)

Vulcan Model VG30 or EQUAL Dimensions: 40.5(h) x 36(w) x 35.5(d)

Braising Pan, Gas, 30-gallon capacity, 36" wide open base, manual tilt, 9" deep stainless steel pan with gallon markings, pouring lip & removable strainer, spring assist cover with drip edge, pan holder, solid state control, includes L faucet bracket, electric ignition, 12" stainless steel legs with adjustable flanged feet, 90,000 BTU, CSA Flame, CSA Star, UL EPH Classified

1 ea 1 year limited parts & labor warranty, standard

1 ea Gas type to be specified

1 ea 120v/60/1-ph, 9.0 amps, cord & plug, standard

LOCATION - Argyle MS

ESTIMATE QUANTITY = 1

UNIT PRICE \$_____

TOTAL PRICE \$_____

MODEL NUMBER: _____

MFG. BY: _____

DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

ITEM DESCRIPTION

#2 - HOT WATER DISPENSER (NEW INSTALL)

Hatco Model AWD-12 or EQUAL Dimensions: 28.06(h) x 13.36(w) x 27.47(d)

Atmospheric Hot Water Dispenser, countertop design, 12-gallon capacity, automatic fill, pushbutton portion control, low water cut-off, electronic temp. control with digital display, stainless steel tank & base, cULus, UL EPH Classified, Made in USA

1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details

1 ea NOTE: Includes 24/7 parts & service assistance

1 ea 208v/60/1-ph, 5.0 kW

1 ea Standard plug NEMA 6-30P

1 ea Model AWD-PLUMB 3 ft. rubber drain hose with 10 ft. 1/4" inlet tubing

1 ea Model AWD-FILTER Water filtration system with 10' of 1/4" tubing & fittings

LOCATION - Argyle HS

ESTIMATE QUANTITY = 1

UNIT PRICE \$_____

TOTAL PRICE \$_____

MODEL NUMBER: _____

MFG. BY: _____

DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

ITEM DESCRIPTION

#3 - COMBI OVEN, GAS (REPLACING CURRENT EQUIPMENT)

RATIONAL Model ICP 6-FULL ON 6-FULL or EQUAL NG 208/240V 1 PH

Two (2) (CC1GRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR-®

1 kt Model 60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)

1 ea Model 60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size

1 ea 2 years parts and labor, 5 years steam generator warranty

1 ea Model CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge

2 ea Model 9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included.

1 ea Model 9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip).

2 ea Model 9999.2110 Commissioning -one (1) gas iCombi - the operational function test and gas flue analysis when not completed at time of RATIONAL certified installation. Includes 100 miles (200 miles round-trip).

2 ea Model 8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60/1ph); gas iCombi/SCC/CMP 62G (208-240/60/1ph); gas iCombi/SCC/CMP 61G (120/60/1ph)

1 ea Model 1900.1150US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95H filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)

1 ea Model 9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit

1 ea NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates

1 ea Model 56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit)

1 ea Model 56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit)

4 ea Model 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel

2 ea Misc Model 87.00.740 Step up transformer 1.5kVA for 6 & 10 Full Size-T279471S. Voltage Boost Transformer, for 6 or 10 full size gas combi. This optional transformer includes cords, plug and receptacle to operate 240V gas combi on a 120V receptacle when 208/240V is not available. Bracket is included to mount transformer. Proper bracing and planning is required. 20A breaker required. (special order)

LOCATION - Argyle Hilltop ES

ESTIMATE QUANTITY = 1

UNIT PRICE \$ _____

TOTAL PRICE \$ _____

MODEL NUMBER: _____

MFG. BY: _____

DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

ITEM DESCRIPTION

#4 - COMBI OVEN, GAS (NEW INSTALL)

RATIONAL Model ICP 6-FULL ON 6-FULL or EQUAL NG 208/240V 1 PH

Two (2) (CC1GRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR-®

1 kt Model 60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)

1 ea Model 60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size

1 ea NOTE: All discounts subject to approval by manufacturer

1 ea 2 years parts and labor, 5 years steam generator warranty

1 ea Model CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge

2 ea Model 9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included.

1 ea Model 9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip).

2 ea Model 9999.2110 Commissioning -one (1) gas iCombi - the operational function test and gas flue analysis when not completed at time of RATIONAL certified installation. Includes 100 miles (200 miles round-trip).

2 ea Model 8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60/1ph); gas iCombi/SCC/CMP 62G (208-240/60/1ph); gas iCombi/SCC/CMP 61G (120/60/1ph)

1 ea Model 1900.1150US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95H filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)

1 ea Model 9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a

RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit

1 ea NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates

1 ea Model 56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit)

1 ea Model 56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit)

4 ea Model 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel

2 ea Model 60.75.367 VarioSmoker Combi Oven Smoker, cook and smoke at the same time, works with conventional smoke materials (such as wood chips or pellets), works in manual mode in all RATIONAL combi ovens built since 1997, connects to iCombi Pro models via USB interface, includes smoker box, power supply, power supply holder, & connection cables, 120v/50/60, 165 watts, NEMA 5-15P

1 ea NOTE: VarioSmoker can not be used with units that operate with a RATIONAL UltraVent recirculating hood

2 ea Misc Model 87.00.740 Step up transformer 1.5kVA for 6 & 10 Full Size-T279471S. Voltage Boost Transformer, for 6 or 10 full size gas combi. This optional transformer includes cords, plug and receptacle to operate 240V gas combi on a 120V receptacle when 208/240V is not available. Bracket is included to mount transformer. Proper bracing and planning is required. 20A breaker required. (special order)

LOCATION - Argyle HS

ESTIMATE QUANTITY = 1

UNIT PRICE \$ _____

TOTAL PRICE \$ _____

MODEL NUMBER: _____

MFG. BY: _____

DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

FORMS CHECKLIST – GENERAL PROCUREMENT

The following pages must be completed and submitted to be considered for award.

Check If Included	FORM TITLE:	ACTION REQUIRED
<input type="checkbox"/>	AISD FORMS CHECKLIST – GENERAL PROCUREMENT	COMPLETE
<input type="checkbox"/>	PROCUREMENT RESPONSE COVER SHEET	COMPLETE
<input type="checkbox"/>	PROCUREMENT RESPONSE SHIPPING LABEL (IF NEEDED)	COMPLETE
<input type="checkbox"/>	NOTICE OF NO RESPONSE FORM (IF APPLICABLE)	COMPLETE
<input type="checkbox"/>	AFFIDAVIT OF AUTHORITY AND NON-COLLUSION (Notary Required)	COMPLETE
<input type="checkbox"/>	RESIDENT BIDDER’S CERTIFICATION	(If applicable) COMPLETE
<input type="checkbox"/>	DEBARMENT OR SUSPENSION CERTIFICATE	COMPLETE
<input type="checkbox"/>	FELONY CONVICTION AND CRIMINAL HISTORY NOTICE	COMPLETE
<input type="checkbox"/>	AISD CONTRACTOR CERTIFICATION	COMPLETE
<input type="checkbox"/>	STATEMENT OF COMPLIANCE/DEVIATION FORM	COMPLETE
<input type="checkbox"/>	COMMITMENT TO PROVIDE INSURANCE FORM (Notary Required)	COMPLETE
<input type="checkbox"/>	CERTIFICATE OF INTERESTED PARTIES (Form 1295)	COMPLETE
<input type="checkbox"/>	CONFLICT OF INTEREST DISCLOSURE STATEMENTS	COMPLETE
<input type="checkbox"/>	IRS FORM - W-9	COMPLETE
<input type="checkbox"/>	EPCNT INTERLOCAL AGREEMENT CONSENT FORM	COMPLETE (If applicable)
<input type="checkbox"/>	CHAPTER 2270 (BOYCOTT) VERIFICATION	COMPLETE
<input type="checkbox"/>	BID PRICE FORM – BID BOND	COMPLETE
<input type="checkbox"/>	USDA FEDERAL FUND USE COMPLIANCE DOCUMENTATION (This form to be used with Student Nutrition procurement processes only)	COMPLETE (if applicable)
<input type="checkbox"/>	ELECTRONIC COPY OF RESPONSE ON USB DRIVE LABELED AS INSTRUCTED	ENCLOSE

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE AS YOUR BID COVER SHEET

FORM NO.: AISD1	PROCUREMENT RESPONSE COVER SHEET	Last Revised: Feb2019
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**Cover Sheet
For
CAFETERIA
EQUIPMENT**

BID NUMBER: RFB 23-06-001-1

BID TITLE: CAFETERIA EQUIPMENT

SUBMITTAL DUE DATE: July 12, 2023

SUBMITTAL DUE TIME: 2:00 PM

**SUBMITTAL ADDRESS: Argyle Independent School District
Finance Department -Purchasing
6701 Canyon Falls Dr
Flower Mound TX 76226**

PLEASE COMPLETE THE FOLLOWING REQUIRED INFORMATION AND MAKE THIS THE COVER TO YOUR RESPONSE:

COMPANY NAME: _____

COMPANY ADDRESS: _____

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIP CODE

TELEPHONE NO.: () -

FAX NO.: () -

E-MAIL ADDRESS: _____ @ _____ .

SUBMITTED BY: _____
(PLEASE PRINT) TITLE

SIGNATURE: _____
SIGNATURE

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE AS YOUR BID COVER SHEET

FORM NO.: AISD2

PROCUREMENT RESPONSE COVER SHEET

Last Revised: FEB2019

FROM:

Box _____ of _____

SHIP TO Argyle Independent School District
ADDRESS: Attn: Finance Department - Purchasing
6701 Canyon Falls Dr
Flower Mound TX 76226

CONTENTS: BID RESPONSE
BID NUMBER: RFB 23-06-001-1
BID TITLE: CAFETERIA EQUIPMENT
DUE DATE: JULY 12, 2023
TIME DUE: 2:00 PM

----- FOLD OR CUT HERE -----

FROM:

Box _____ of _____

SHIP TO Argyle Independent School District
ADDRESS: Attn: Finance Department - Purchasing
6701 Canyon Falls Dr
Flower Mound TX 76226

CONTENTS: BID RESPONSE
BID NUMBER: RFB 23-06-001-1
BID TITLE: CAFETERIA EQUIPMENT
DUE DATE: JULY 12, 2023
TIME DUE: 2:00 PM

----- FOLD OR CUT HERE -----

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD3

PROCUREMENT RESPONSE SHIPPING LABEL

Last Revised: FEB2019

NO BID NOTIFICATION

BID NO.: RFB 23-06-001-1 BID TITLE: CAFETERIA EQUIPMENT

The Argyle Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

REASON(S) FOR NO RESPONSE - Please mark all those that apply to your circumstances.

- ☐ Could not meet specification requirements.
- ☐ Do not supply the requested product.
- ☐ Did not have time to prepare a Bid response.
- ☐ Cannot take additional jobs due to present workload.
- ☐ Quantities offered are ☐ too small or ☐ too large to be supplied by my company.
(Please check one)
- ☐ Could not be price competitive.
- ☐ Could not propose due to illness.
- ☐ Could not set price with the manufacturer.
- ☐ Could not meet insurance requirements.
- ☐ Could not meet bonding requirements.
- ☐ Time frame for bidding was too short for my organization.
- ☐ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined)
Specifications are "too tight" or written around a particular product. Please elaborate:

☐ Not awarded a contract by AISD when you felt you were low bidder.

☐ Other, please state reason: _____

Please indicate your choice for remaining on AISD's bid list (check one box:

☐ I wish to remain on bid list for future bids ☐ I do not wish to remain on bid list

Name of Company	Phone	Date
Address	City	State Zip
Signature	Printed Name	Title

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO. AISD4

NO BID NOTIFICATION

Last Revised: FEB2019

OFFER FORM

BID NO.: RFB 23-06-001-1

BID TITLE: CAFETERIA EQUIPMENT

TO: Argyle ISD

I, or we, the duly authorized undersigned, having carefully read the Instructions to Firms, General Conditions, Notice to Firms, Contract Specifications, Responsibilities of Firms, and Offer Form/s, do hereby agree to enter into a contract with AISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFB document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Firm or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/Firms in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any AISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with AISD's Purchasing personnel; or in any discussions or actions between offer/Firms and any AISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

_____	An individual proprietorship	_____	A partnership
_____	A corporation chartered under the laws of the State of _____,	_____	acting by its officers pursuant to
	its by-laws or a resolution of its Board of Directors		

Company Officer:

Date: _____ Name of Firm: _____

Signature: _____ Firm's Address: _____
Street Address

Name: _____
Please Print City State Zip

Title: _____ Phone #: (_____) _____ - _____
Please Print

E-Mail: _____ Fax #: (_____) _____ - _____

SS or _____ - _____ - _____
Federal ID #: _____ - _____

ENVELOPES SHOULD BE PLAINLY MARKED:

" BID NO.: RFB 23-06-001-1 CAFETERIA EQUIPMENT
DUE DATE: JULY 12, 2023 TIME DUE: 2:00 PM "

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD5

BID/BID OFFER FORM

Last Revised: FEB2019

AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

BID NO.: RFB 23-06-001-1 **BID TITLE:** CAFETERIA EQUIPMENT

STATE OF: _____)

COUNTY OF: _____)

_____, of lawful age, being first duly sworn, on oath says, that(s) he is the agent authorized by the Bid to submit the attached Bid. Affiant further states that the proposer has not been a party to any collusion among Bids/proposers in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from proposing; or with any state official, District employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Bids/proposers and any state official, District employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

CONTRACTOR'S NAME: _____

ADDRESS: _____
City State Zip

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

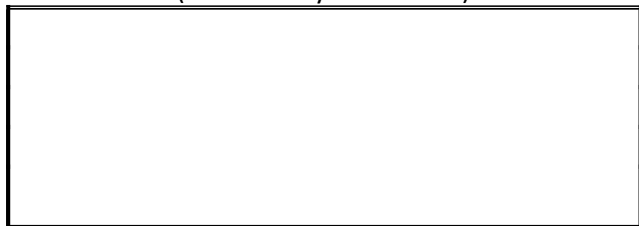
E-Mail: _____ @ _____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed) **TITLE OF AUTHORIZED OFFICIAL**

SIGNATURE OF AUTHORIZED OFFICIAL: _____

The claim contained within this affidavit is subscribed and sworn before me, a Notary Public, this _____
day of _____, 20 _____.

(Affix Notary Seal Below)



Notary Public Signature

Print Name: _____

My Commission Expires: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD6

AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

Last Revised: FEB2019

RESIDENT BIDDER'S CERTIFICATION

BID NO.: RFB 23-06-001-1

BID TITLE: CAFETERIA EQUIPMENT

Texas Government Code Chapter 2252.001A (3) and (4) defines "nonresident bidder" and "resident bidder" as follows:

Chapter 2252.001A (3) "Nonresident bidder" refers to a person who is not a resident.

Chapter 2252.001A (4) "Resident bidder" refers to a person whose principal place of business is in this state (Texas), including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

Chapter 2252.002 states "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."

I certify that _____ is a resident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

Signature: _____

Print Name: _____

I certify that _____ is a nonresident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

City and State: _____

Signature: _____

Print Name: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE		
FORM NO.: AISD7	RESIDENT BIDDER'S CERTIFICATION	Last Revised: FEB2019

DEBARMENT OR SUSPENSION CERTIFICATION FORM

BID NO.: RFB 23-06-001-1 BID TITLE: CAFETERIA EQUIPMENT

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this Firm:

- (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

FIRM'S NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____ + _____

PHONE: (____) _____ - _____

FAX: (____) _____ - _____

E-MAIL: _____ @ _____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE:

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD8

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Last Revised: FEB2019

**FELONY CONVICTION AND
CRIMINAL HISTORY NOTICE**

BID NO.: RFB 23-06-001-1

BID TITLE: CAFETERIA EQUIPMENT

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a public entity must give advance notice to the public entity 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 the conviction of a felony."

Subsection (b) states "a public entity may terminate a contract with a person or business entity if the public entity 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 public entity must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

FIRM'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

Detail of Conviction: _____

Signature of Company Official: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO. AISD9

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Last Revised: FEB2019

ARGYLE ISD CONTRACTOR CERTIFICATION

BID NO.: RFB 23-06-001-1 BID TITLE: CAFETERIA EQUIPMENT

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.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed in 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 conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in 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.

Company/Contractor agrees to check the criminal history of personnel being provided to AISD under the agreement pursuant to Chapter 22, Subchapter C, Section 22.0834 of the Texas Education Code and hereby certifies that company/contractor has received all criminal history record information on said personnel. **Furthermore, company/contractor agrees to provide only those personnel with an appropriate background pursuant to Chapter 22, Subchapter C, Section 22.085 of the Texas Education Code.**

On behalf of _____ ("Contractor"), I certify that [check one]:

☐ None of the Contractor's employees are **covered employees**, as defined above.

Or

☐ Some or all of the Contractor's employees are **covered employees**. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. 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 at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Printed Name

Title

Signature

Date

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD10

ARGYLE ISD CONTRACTOR CERTIFICATION FORM

Last Revised: FEB2019

6701 Canyon Falls Dr
(940) 464-7297 – Fax

(940) 464-7241 - Phone

Flower Mound TX 76226

STATEMENT OF COMPLIANCE/DEVIATION FORM

BID NO.: RFB 23-06-001-1 BID TITLE: CAFETERIA EQUIPMENT

RE: Argyle Independent School District

Please submit as a part of your Bid the following information:

We hereby acknowledge receipt of the above referenced procurement opportunity, and certify that our Bid conforms to the RFB with the exception/s as detailed below:

CONTRACTOR'S NAME: _____

ADDRESS: _____
City State Zip

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

E-Mail: _____ @ _____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL: _____ Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD11

STATEMENT OF COMPLIANCE/DEVIATION FORM

Last Revised: FEB2019

**PURCHASING DEPARTMENT
COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT**

BID NO.: RFB 23-06-001-1 **BID TITLE:** CAFETERIA EQUIPMENT

If the Bidder shown below is awarded this contract by Argyle ISD, the bidder will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to the Argyle ISD Purchasing Department, meeting all of the insurance requirements in this bid. Types and amount of required coverage shall be in the amount shown on the sample Insurance Certificate provided on the following page.

Worker's Compensation: Contractor shall provide all necessary Workman's Compensation Insurance as may be required by local, state and federal law.

Agent's Name: _____

Agency Name: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____ - _____

Telephone No: (_____) _____ - _____ **Fax No:** (_____) _____ - _____

Bidder's Name: _____

Company Name: _____

Project/Bid No. and Title: _____

Insurance Agent/Broker Signature: _____ **Date:** _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award. If the above ten-day requirement is not met, the Argyle Purchasing Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications.

Bidder's Signature: _____ **Date:** _____

Certified this: _____ day of _____, 20 _____, by _____
(Affix Notary Seal Below) Notary Public

My Commission Expires on

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

SIGNATURE

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE****FORM NO.: AISD 14****CERTIFICATION OF INTERESTED PARTIES****Last Revised: FEB2019**

**Notice to Firms
Conflict**

- 1) The person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from firms regarding each affiliation or business relationship between the firm and:

- 1) An officer of the District;
- 2) An officer of the District that results in the *officer or family member* receiving taxable income;
- 3) An officer of the District that results in the *firm* receiving taxable income that does not come from the District;
- 4) A corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
- 5) An employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
- 6) An officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
- 7) Any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

- 1) No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for bid or bid, correspondence, or other writing related to a potential agreement with the entity.
- 2) The Firm also shall file an updated questionnaire:
 - a) Not later than September 1 of each year in which a covered transaction is pending, and
 - b) The seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- 3) A firm is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Argyle Independent School District are:

Sam Slaton - President
Dr. John Bitter - Vice President
Craig Hawesworth - Secretary
Josh Westrom - Member
Matt Slaton - Member
Leona McDade - Member
Ritchie Deffenbaugh - Member

Dr. Telena Wright, Ed.D, Superintendent of Schools

Individuals completing this form in conjunction with a response to bid or bid are to complete it and include it in their response. Individuals required to file for any reason other than participation in a procurement process are to send the completed form to:

Argyle Independent School District
6701 Canyon Falls
Flower Mound TX
76226

CONFLICT OF INTEREST QUESTIONNAIRE

For firm 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 firm who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the firm 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 firm becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A firm commits an offense if the firm knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of firm 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 firm?

☐ Yes ☐ No

B. Is the firm 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 firm 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 firm 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 firm doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a <input type="checkbox"/> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ^a	Date ^a
-----------	---------------------------------------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

1.0 INTERLOCAL AGREEMENT CLAUSE: With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

2.0 AUTHORITY: EPCNT is authorized by the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.

3.0 DUTIES OF THE MEMBERS: The members agree to undertake the following, from time to time, as may be appropriate:

- 3.1 Coordinate and host multi-governmental entity solicitations for the purchase of goods and services from third party firms, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
- 3.2 Make available specifications, documents, software, procedures and related items in connection with the bidding and purchasing processes.
- 3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
- 3.4 Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

4.0 PURCHASING AUTHORITY:

- 4.1 All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction of its members, shall be directly between the Members or Participants or combinations of the Parties and Firms providing goods and services to the associated governmental entities.
- 4.2 The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with firms or to contractually bind its Members or Participants.
- 4.3 The Master Agreement and all associated transactions are governed by all applicable state and federal laws. All actions of this alliance are governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Tarrant County, Texas.

5.0 AGREEMENT CONSENT ACKNOWLEDGEMENT: Several governmental entities around the Argyle Independent School District have indicated an interest in being included in this purchasing alliance and have elected to be subject to the Master Agreement. If these governmental entities have elected to participate in this particular procurement contract, do you (the firm) agree that all terms, conditions, specifications, and pricing apply to and are available to those entities?

Yes

No

If you (the Firm) checked yes, the following will apply: Governmental entities utilizing Interlocal Government contracts with the Argyle Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. Purchases made by governmental entities other than the Argyle Independent School District will be billed directly from the firm and will pay the firm directly. The Argyle Independent School District will not be responsible for another governmental entity's transactions and debts. Each governmental entity will order its own materials/services as needed. A listing of current EPCNT members is available at <http://www.epcnt.com>.

Printed Name: _____

Signature _____

Date _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD15

FEDERAL FUNDS USE COMPLIANCE DOCUMENTATION

Last Revised: FEB2019

Chapter 2270 (BOYCOTT) VERIFICATION

The undersigned authorized representative of the company named below (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents and warrants to the Argyle I.S.D. that the Company:

1. Does not boycott Israel, and;
2. Will not boycott Israel during the term of the contract (if any) between the above-named Company, business or individual with the Argyle Independent School District

This statement will also be included in any contract that may result from this procurement.
Pursuant to Texas Government Code Sections 2270.001 and 808.001:

1. "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
2. "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.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE ARGYLE I.S.D., ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON ARGYLE I.S.D.'S RELIANCE ON THIS VERIFICATION.

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- ☐ My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §808.001 and §2270.001(1).
☐ My Company has less than 10 full-time employees
☐ This is not an agreement for goods or services to be provided to the University.

Name

Signature and Date

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE		
FORM NO.: AISD16	CHAPTER 2270 VERIFICATION	Last Revised: FEB2019

ARGYLE ISD EDGAR COMPLIANCE

The following certifications and provisions are required and apply when the district seeks to procure goods and services using funds under a federal grant or a contract. Specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”).

All Vendors submitting proposals and/or quotes must complete this EDGAR Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds. For each of the following items listed below, Vendor must certify this EDGAR Vendor Certification Form and ability to comply, by having an authorized representative of their organization, check and initial where applicable. For consideration, all items listed must be acknowledged and the Form must be signed.

- (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 such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by Argyle ISD, Argyle 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 _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rules (B) above, when federal funds are expended by Argyle ISD, Argyle ISD reserves all rights and 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 vendors 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. Argyle ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Argyle ISD believes, in its sole discretion that it is in the best interest of Argyle ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Argyle ISD as of the termination date if the contract is terminated for convenience of Argyle ISD. Any award under this procurement process is not exclusive and Argyle ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Argyle ISD.

Does vendor agree? YES/ _____ Initials of Authorized Representative of Vendor

(C) Rights to Inventions Made Under a Contract 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 (C) above, when federal funds are expended by Argyle ISD, the vendor certifies that during the term of an award for all contracts by Argyle ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) 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 certified 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 take 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 (F) above, when federal funds are expended by Argyle ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Argyle 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 Stand 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 subawards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Argyle ISD for any contract resulting from this procurement process, the vendor certifies that it 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; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ 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 _____ 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 _____ 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.

Printed Name of Authorized Representative:

Signature of Authorized Representative: Date: _____