



P.O. Box 1176 Sherman, Texas 75091-1176

Phone# (903) 891-6400 FAX# (903) 891-6407

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## INVITATION TO BID/PROPOSE

**BID/PROPOSAL NAME:** SOFT DRINK VENDING  
**SERVICE BID/PROPOSAL #:** RFP #17-181  
**BID/PROPOSAL OPENING DATE:** TUESDAY, APRIL 18TH  
**BID/PROPOSAL OPENING TIME:** 1:00 PM.  
**CONTRACT TERM:** JULY 1, 2017 – JUNE 30, 2020  
(With Option to extend for two (2) additional years in one (1) year increments)

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**\*\*\*\*\* LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED \*\*\*\*\***  
**\*\*\*\*\* SISD WILL NOT ACCEPT FAXED OR ELECTRONIC BIDS/PROPOSALS \*\*\*\*\***

To be eligible for consideration under this request, one original (so marked) and six (6) copies of the proposal shall be delivered by **1:00 P.M CST** on Tuesday, **April 18, 2017**. The original proposal **only** must include an original set of the forms on pages 12-24.

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|--|--|
| <input type="checkbox"/> Bid/Proposal Agreement & Signature                    | <input type="checkbox"/> Conflict of Interest Questionnaire (CIQ Form) |
| <input type="checkbox"/> References  | <input type="checkbox"/> Multiple Location Listings                    |
| <input type="checkbox"/> Felony Conviction Disclosure & Debarment Form         | <input type="checkbox"/> Proposal Form(s)                              |
| <input type="checkbox"/> Affidavit of Non-Collusion & MWBE / HUB Certification | <input type="checkbox"/> Proposer/Vendor Certification Forms           |

### **IMPORTANT:**

Bids/proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder/proposer, address, and bid/proposal name and number and mailed or delivered to:

**Dr. Tyson Bennett**  
**Sherman Independent School District**  
**2701 Loy Lake Road**  
**Sherman, TX 75090**

If forwarded by mail (next day, Federal Express, etc.), the **sealed envelope** containing the bid/proposal must be enclosed in another envelope addressed as specified. Sherman ISD is not responsible for lateness of mail, carrier, etc. The date/time stamp clock in the Sherman ISD Purchasing Department office shall be the official time of receipt. Bids/proposals submitted after the designated date/time **will not** be accepted.

It is the public policy of SISD, at all levels of procurement, to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of minority, small and other disadvantaged business entities in employment and contracting opportunities involving the State as fully as possible. SISD, therefore, is committed to pursue such avenues in its employment and contracting activities which will further the goals of this policy. Similarly, a demonstrated commitment consistent with the goals of this policy by those with whom the SISD does business, including those vendors responding to the solicitation, is highly desirable by SISD.

SISD reserves the right to conduct discussions, either oral or written, with those vendors determined by SISD to be reasonably susceptible to being selected for award. If discussions are held, SISD may request best and final offers.

SISD reserves the right to accept or reject any and/or all bids/proposals for any or all products and/or services covered in this bid/proposal request and to waive informalities or defects in bids/proposals or to accept such bids/proposals as it shall deem to be in the best interest of Sherman Independent School District.

## **INSTRUCTIONS TO BIDDERS/PROPOSERS**

### **1. PREPARATION OF DOCUMENTS** (Please read and fill out bid/proposal documents properly)

In order for bid/proposal to be considered, the following forms must be signed, be completed fully in ink (print) or type written (please submit an ORIGINAL SET). Failure to do so may result in rejection of bid/proposal. Extraneous numbers, prices, comments, etc., appearing elsewhere on the bid/proposal shall be deemed to have no effect on the prices offered in the designated locations. No oral, telegraphic, telephonic or facsimile bids/proposals will be considered.

On the Specification Price Sheets and/or Catalog and/or Retail Store Purchase Discount Bid Form, **ANY INFORMATION REQUESTED, such as brand, model, part numbers, measurements/size, selection options, deviations, warranty period, delivery days after receipt of order and unit price, must be listed on the designated lines.** If a vendor fails to complete all blanks on the price sheet for an item bid/proposed, that item may not be considered for award, unless N/A (not applicable) appears in the blank.

In those instances where design guides are referenced, products **equal or exceeding** specifications may be bid/proposed as alternates, unless specified as **"ONLY."** For an alternate product item to be considered, a brochure or detailed specification must be attached to the specification price sheet explaining how the product deviates from the specifications.

Any data that is to be considered as **confidential** in nature must be clearly marked as such by Bidder/Proposer and will be treated as confidential by Sherman ISD to the extent allowable by the Open Records Act.

Bids/proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder/proposer, address, and bid/proposal name and number. If forwarded by mail (next day, Federal Express, etc.), the **sealed envelope** containing the bid/proposal must be enclosed in another envelope addressed as specified.

Bids/proposals will be received by Dr. Tyson Bennett, Sherman ISD Service Center, 2701 Loy Lake Road, Sherman, Texas 75090.

### **BID/PROPOSAL OPENING**

Bids/Proposals will be publicly opened, and names of bidders/proposers read aloud, on the dates and times indicated within the bid/proposal documents. Openings will be at the Sherman ISD Service Center, 2701 Loy Lake Road, Sherman, TX 75090.

Sherman ISD is not responsible for lateness of mail, carrier, etc. The date/time stamp clock in the Sherman ISD Purchasing Department office shall be the official time of receipt. Bids/proposals submitted after the designated date/time **will not** be accepted.

### **WITHDRAWAL OR REVISION OF BID/PROPOSAL**

Bidder/Proposer may withdraw bid/proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening. Bids/Proposals that are in Sherman ISD possession at the time Bids/Proposals are due shall be deemed final, conclusive, and irrevocable; and no Bid/Proposal will be subject to withdrawal, amendment or correction after the due date and time specified in this Bid/Proposal invitation.

### **INTERPRETATION(S)**

If a person contemplating submitting a bid/proposal for the proposed contract is in doubt to the true meaning of any part of the bid/proposal documents or contract documents, the vendor must **submit** a written request, seven (7) days prior to bid/proposal due date, for interpretation thereof to the office of

Dr. Tyson Bennett  
Sherman ISD  
2701 Loy Lake Road  
Sherman, Texas 75090  
Email: [tbennett@shermanisd.net](mailto:tbennett@shermanisd.net)

Bidder/proposer submitting request is responsible for its prompt and actual delivery.

## **STANDARD TERMS AND CONDITIONS**

### **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS/PROPOSERS**

A prospective bidder/proposer must meet the following minimum requirements:

- ☐ Have adequate financial resources, or the ability to obtain such resources as required.
- ☐ Be able to comply with the required or proposed delivery/completion schedule.
- ☐ Have a satisfactory record of performance.
- ☐ Have a satisfactory record of integrity and ethics.
- ☐ Be otherwise qualified and eligible to receive an award.

**Sherman ISD may request representation and other information sufficient to determine bidder/proposer's ability to meet these minimum standards listed above. FELONY CONVICTIONS Contractors or sub-contractors may not work on district property where students are present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:**

1. Any offense against a child
2. Any sex offense
3. Any crimes against persons involving weapons or violence
4. Any felony offense involving controlled substances
5. Any felony offense against property
6. Any other offense the district believes might compromise the safety of students, staff or property.

### **OTHER RESTRICTIONS**

1. Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property.
2. Smoking is not allowed on school district property.
3. Materials sold to or installed in any Sherman ISD facility/location are not to contain any asbestos material. Any vendor who sells or installs asbestos containing material in/on any Sherman ISD facility will be required to bear the burden of any or all expenses in removal and replacement of the material.

### **CRIMINAL HISTORY**

It shall be the responsibility of the awarded vendor(s), and at the awarded vendor(s) expense, to comply with Criminal History Record Information as required by Senate Bill 9 passed in the 80<sup>th</sup> legislative session. Prior to any work performed, the awarded vendor(s) shall certify to Sherman ISD that criminal history checks have been completed for each employee and/or sub-contractor that would have direct contact with students.

### **GRATUITIES**

The District may, by written notice to the vendor/contractor (the "Seller"), cancel a contract entered into as a result of a bid/proposal award without liability to Seller if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the school district with a view toward securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District, pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

### **VENDOR ASSURANCE**

The bidder/proposer must supply vendor assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices, and other conditions/provisions offered in this bid/proposal are the same or better than those offered the vendor's most favored customer.

## WARRANTY AND GUARANTEES

The contractor shall guarantee all equipment/materials/services to meet the specifications of this bid/proposal. Any deviations from specifications must be noted on the bid/proposal form in the specified area. The District reserves the right to refuse any merchandise that fails to meet the specifications indicated by the contractor. The contractor shall provide warranty information and/or company guarantees concerning the products bid/proposed. All merchandise that is received and found to be defective shall be replaced by the contractor or fully repaired to the satisfaction of the District before payment is made.

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the District be liable to Seller for indemnification in the event that Seller is sued on grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this agreement. If the District does not receive notice and is subsequently held liable for the infringement or the like, Seller will save the District harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.

**Safety Warranty** – Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction will be at Seller's expense.

## PRICES/DISCOUNTS

Prices/discounts are to be effective for the Contract Term (stated on cover page) with option to extend additional years (as stated on cover page) in one-year increments, upon mutual agreement. The bidder/proposer will indicate unit prices/discounts for each line item on the bid/proposal Specification Price Sheet and/or Catalog and/or Retail Store Purchase Discount Form.

## INVOICES

The following rules apply to render an invoice for payment:

- Each invoice will reference the correct Sherman Independent School District Purchase Order Number and be itemized.
- There **must** be a separate invoice for each Purchase Order.
- Invoices will be accepted only for services/products that have been delivered and received.
- Suppliers should keep Sherman Independent School District Purchasing Department advised of any changes in remittance addresses.

## QUANTITIES

Quantities provided in bids/proposals are estimates at the time of the bid/proposal. The right to make quantity variations is reserved for the period of firm offering. Additional purchases shall be subject to ALL Terms and Conditions of the original bid/proposal.

**Additional Quantities at the Same Unit Price** - Sherman Independent School District may issue additional purchase orders to increase the quantity of any item at the unit price shown for that item. Such additional purchases shall be subject to all terms and conditions of the original bid/proposal.

If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the Sherman ISD shall receive such price reduction. A price redetermination may be considered by Sherman ISD only at twelve (12) month interval anniversary date of the contract. All requests for price redetermination shall be in written form, and shall be submitted a minimum of thirty (30) days prior to anniversary date and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's/proposers past experience of honoring contracts at the bid/proposal price will be an important consideration in the evaluation of the lowest and best proposal. Sherman Independent School District reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the Sherman Independent School District.

## DELIVERY/INSTALLATION

- A. Delivery** – All deliveries shall be freight prepaid, **FOB destination** and prices shall include all freight and delivery charges. Title does not transfer to the School District until receipt. No tailgate or curbside deliveries will be permitted; shipment must arrive at destination with proper equipment to make delivery inside customer's building. Each shipping container shall be clearly and permanently labeled/marked with the District's name, address and PO number, container number and total number of containers (such as box 1 of 4). Goods shall be suitably packed to secure the lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- B. Delivery Dates** – In those instances where delivery dates are specified, it is assumed that the vendor will meet those dates unless exception is made and agreed to by the District **in writing** indicating when delivery can be made.

In the event of seller's failure to deliver as and when promised, the School District reserves the right to cancel its order, or any part thereof, and seller agrees that the School District may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised. Specific delivery schedules, locations, and instructions will be noted on the Purchase Order and must be shipped accordingly. Failure to do so could result in rejection of the order and return shipment at vendor's expense.

- C. Installation, if required, will be noted on Special Terms & Conditions and Purchase Order** – All items will be installed. Vendor is to have an installation crew **available immediately** to begin assembly and placement of goods that are purchased, delivered, installed and set-in-place. New school installations will require a sufficient crew, one to be a supervisor, to meet installation deadlines. **All deliveries require a minimum of 24 hours notice and at least 30 minutes notice on the date of delivery.**
- D. Materials, Appliances, Labor and Services, if required, will be noted on Special Terms & Conditions and Purchase Order** – The Contractor or vendor shall provide and pay for all materials, appliances, tools, labor, and facilities and services necessary to the manufacture, procurement, furnishing, delivery, un-crating, assembly, and placement in final position. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades. **All crating materials and debris shall be removed promptly from the premises by the contractor.**
- E. Property Protection** – The Contractor or vendor shall protect the items to be furnished under this contract. The Contractor shall protect the Sherman Independent School District property and shall be responsible for any damage or injury due to his act or neglect. The Contractor or vendor shall permit and facilitate inspection of the items to be furnished hereunder by the Sherman Independent School District and its agents and public authorities at all times.
- F. Use of Premises** – The Contractor or vendor shall confine his delivery, un-crating, and assembly operations to limits indicated by the Sherman Independent School District Representative and shall not unreasonably encumber the premises nor interfere with the educational program. **The Contractor or vendor shall keep the premises free from accumulation of waste material, rubbish and surplus materials and leave clean all parts of the premises where work under this contract has been performed.** The items furnished and placed under this contract shall be left thoroughly clean after placement.

## TAXES

Sherman Independent School District is exempt from all applicable Federal and State Taxes. Tax-exempt information will be furnished upon request.

## EVALUATION – BEST VALUE CRITERIA

Sherman ISD evaluates Bids/Proposals on the basis of best value to the District. In evaluating Bids/Proposals and determining best value, the District may consider the following criteria:

- a) Purchase price;
- b) Reputation of Vendor and of Vendor's goods or services;
- c) Quality of Vendor's goods or services;
- d) Extent to which the goods or services meet the needs of the District;
- e) Vendor's past performance or relationship with the District;
- f) Impact on the ability of the District to comply with applicable laws and rules, including those relating to the utilization of historically underutilized businesses;

- g) Total long-term cost to the District to acquire Vendor's goods and or services;
- h) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether Vendor or Vendor's ultimate parent company or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 persons in Texas; and
- i) Any other relevant factor listed in this Bid/Proposal Invitation that a public entity may consider in selecting a Vendor, which may include, but is not limited to, any of the following:
  - 1. Vendor's principal place of business
  - 2. Warranties offered, Vendor's warranty service history, and the probability of continuous availability of the goods and/or services offered; and
  - 3. Packaging of the product (in some cases preference is given to a Vendor who provides all the components relative to the complete package).

The District may award Contracts to multiple Vendors supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Vendor. The District decision to make multiple awards or a single award will be based upon the District's determination regarding the type of award that provides the best value to the District.

## CONTRACT FOR PURCHASE

Notwithstanding anything to the contrary contained in these terms and conditions for bids/proposals, upon the District's acceptance of a bid/proposal, the bidder/proposer and the District will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to the vendor of acceptance.

Award of contract will be by "Letter of Award" issued by the Sherman Independent School District Director of Purchasing which, together with the signed *Bid/Proposal Agreement & Signature, References, Felony Conviction Disclosure & Debarment Certification, Resident/Non-Resident Certification, Affidavit of Non-Collusion & MWBE / HUB Certification, Conflict of Interest Form (CIQ), Multiple Vendor Locations Listing, Proposal Form*, will be used as the contract documents. Notification of award does not guarantee, or initiate a purchase. Bids/Proposals may be awarded on all or none basis.

Purchases will be put into effect in the form of a purchase order executed by the Sherman Independent School District Director of Purchasing after bid/proposals have been awarded. **Sherman Independent School District will not be responsible for any goods delivered, or services performed without an authorized purchase order from the Sherman Independent School District.**

The contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written approval from Sherman ISD. The vendor understands, acknowledges and agrees that if the vendor subcontracts with a third party for services or materials, the primary vendor (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary vendor and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary vendor by Sherman ISD for any payments owed the third party.

All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

Bids/Proposals must comply with all federal, state, county and local laws concerning this type of product(s)/services/equipment/project and the fulfillment of all ADA (Americans With Disabilities Act) requirements.

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Sherman ISD maintains a drug-free work place.

Vendor(s) shall defend, indemnify and save harmless Sherman ISD and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Vendor shall pay any judgment with cost which may be obtained against Sherman ISD and participating entities growing out of such injury or damages.

The vendor agrees to protect Sherman ISD from any claims involving infringements of patents and/or copyrights.

The title and risk of loss of the product(s) shall not pass to the Sherman ISD until the Sherman ISD actually receives and takes possession of the products/services at the points of delivery/completion.

Prohibition Against Personal Interest in Contracts: Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.

## **CONTRACT TERM**

The term of the Agreement, and possible renewal extension, will be noted on the cover page. The Agreement is designed to secure pricing for a determined period of time, with Sherman ISD's option to extend the agreement for additional years, in one-year increments, unless sooner terminated as provided herein. The extension must be in agreement with both parties and all prices must remain firm.

## **SUBJECT TO APPROPRIATIONS**

This Agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement. The obligations of the District in any fiscal year for which this Agreement is in effect shall constitute a current expense of the District for that fiscal year only, and shall not constitute an indebtedness of the District beyond that fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated at the District's discretion.

## **CANCELLATIONS**

**Cancellation of this contract will take place if either of the following conditions is observed:**

- The vendor proceeds in a manner that does not comply with the contract.
- The vendor does not carry out the provisions of this contract in its true intent and meaning implicated in the scope of work.

Upon written notification the vendor will be served notice to provide satisfactory compliance to the contract without penalty. If the vendor neglects or refuses to follow such notice within thirty (30) days, Sherman Independent School District will cancel the contract and seller may be held liable for any loss or expense sustained by Sherman Independent School District as a result of vendor's failure to conform to this contract. In the event the contract is canceled, Sherman Independent School District reserves the right to award the contract to the next lowest vendor meeting specifications.

## **VENUE**

Both parties agree that venue for any litigation arising from this contract shall lie in Grayson County, Texas.

## **FORCE MAJEURE**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

## SPECIFICATIONS

Specifications may be those developed by the District or those developed by the manufacturer to represent regularly manufactured products. The use of manufacturer's specifications by the District is intended to give the bidder/proposer information as to the type and kind requested.

### A. District Specifications

District specifications have been developed to show minimal standards for the products specified. In those instances where design guides are referenced, bids/proposals on any reputable manufacturers **regularly** produced products equal or exceeding specifications may be bid/proposed as alternates.

### B. Manufacturer's Specifications

The use of manufacturer's specifications by the District is to be considered informative giving the bidder/proposer details as to the type and kind of products requested.

## ALTERNATES

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.

## SAMPLES

Samples of certain items may be requested and must be supplied to the Purchasing Department, 2701 Loy Lake Road, Sherman, Texas, 75090 within one (1) week of request at no charge to Sherman ISD.

## MATERIAL SAFETY DATA SHEETS

The school district requires product verification in the form of MSDS reports submitted at the time of the bid/proposal opening and on any product offered by a vendor if applicable.

## INSURANCE REQUIREMENTS (for Contracted Services Only)

The successful contractor will be required to supply proof of insurance (to be kept current during the term of the Contract) with the following schedule prior to the start of the project. SISD requires that contractor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a contract. The selected bidder(s)/proposer(s) must name **Sherman ISD, its officers, employees and agents as an additional insured.**

TYPES OF INSURANCE		LIMITS OF LIABILITY
1.	Worker's Compensation	Statutory
2.	Employer's Liability	\$500,000 each accident \$500,000 disease policy limit
3.	Commercial General Liability	\$1,000,000 combined single limit policy aggregate \$500,000 combined single limit each occurrence (Property Damage)
4.	Business Auto Liability (Hired/non-owned coverage must also be provided)	\$1,000,000 combined single limit each occurrence

Persons providing services on the project includes 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 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 which 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" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.



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, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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 governmental entity showing that coverage has been extended.

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

1. 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
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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.

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.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers 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.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles 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.

The vendor shall indemnify and hold harmless the SISD and its Board of Trustees, officers, agents, and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including but not limited to all expenses of litigation, court cost, penalties, and attorney's fees the SISD incurs defending any action, suite, or claim from any source whatsoever and of any kind or nature arising directly or indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.

All irreconcilable disputes arising out of this Agreement shall be conducted in Grayson County in the State of Texas. Neither party shall institute any judicial action against the other party in any court located outside the State of Texas. Each party waives any claim of forum non-convenes or other objection to such jurisdiction. This Agreement shall be governed according to the laws of the State of Texas irrespective of the conflicts of laws provision of such state. This Agreement, together with all exhibits, addenda and properly executed amendments, constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all prior agreements, promises, negotiations or representations, whether written or oral, related to the subject matter of the Agreement that are not expressly set forth in the Agreement.

## **SCOPE OF SERVICES**

The Sherman Independent School District is seeking proposals for a Soft Drink Vending Service. The successful proposer will be expected to provide service to any or all of Sherman ISD's thirteen (13) existing campus or administrative locations. The District currently has an enrollment of approximately 7,400 students. See **Exhibit A** for a current list of campuses and administrative locations.

Soft drinks include carbonated and non-carbonated beverages, bottled water, tea, juice, sport / energy drinks. Sherman ISD has vending machines throughout the District under the current contract. The current contract will expire on June 18, 2017, so service under the new contract would need to begin on July 1, 2017. The intent is to have service for approximately three (3) years through June 30, 2020, with Sherman ISD's option to renew for two (2) additional years, in one-year increments based on vendor's performance and amount of revenue made.

The District's food service vendor will be excluded from the provisions of this contract. SISD may also purchase drinks from other Cooperatives and individual contracts, including but not limited to Food Service.

### **Vendor services required, but not limited to the following:**

- Supply, install, remove, maintain, service, stock, and operate all soft drink vending machines. The District reserves the right to approve number and locations of machines at each campus and/or facility and Beverage Products sold at each location.
- Comply with all Texas Public School Nutrition Policy regulations currently in effect and as they may change through the term of the contract.
- New or reconditioned machines only.
- No "out of date" product will be accepted. The vendor will fully reimburse all locations for all items found to be out of date.
- All machines will be kept clean and free of contaminants.
- Four-hour maintenance response time, Monday through Saturday.
- Replacement machine provided within twenty-four hours if repairs cannot be completed.
- Vendor must remove light bulb and ballasts on drink machines due to energy conservation.
- Written monthly vending activity reports must be sent to each individual location reflecting the starting and ending meter reading on each machine and the dates the meters were read. The selected vendor will provide a detail of total sales on a monthly basis at each location and the commission earned from the sales by machine. Commissions must be paid to the Building Administrator by the 15<sup>th</sup> of the following month.
- Routine maintenance and service calls.
- Vendor to obtain all licenses, permits and governmental approvals and pay all applicable sales tax.
- Vendor and its employees and independent contractors will comply with all District and Campus rules and policies while on any campus and or SISD facility, and shall notify the District's representative prior to entry onto any Campus.
- Vendor shall comply with all applicable federal, state, and local laws; ordinances and regulations
- The vend price of beverage products is subject to District approval.
- Vendor will not change the vend price approved by the District without prior written consent of the District.
- All machines must make change and have adequate escrow for the day's business; all monies will be removed from the machines when serviced; the Vendor will be responsible for security of all machines; no keys will be left at the buildings.
- All machines will be serviced as agreed to by the Building Administrator and the Vendor.
- Vendor will be responsible for all damages to buildings caused by the equipment and/or service personnel.

**EXHIBIT A**  
**SHERMAN ISD CAMPUS / DEPARTMENT LOCATIONS**

Location	Address
<b>Administrative Offices</b>	
Administration	2701 Loy Lake Road
<b>Early Childhood Center</b>	
Fred Douglass ECC	505 E. College Street
<b>Elementary Schools</b>	
Crutchfield	521 S. Dewey
Fairview	501 W. Taylor
Jefferson	608 N. Lee
Neblett	1505 E. Gallagher
Sory	120 S. Binkley Park
Wakefield	400 Sunset Blvd.
Washington	815 S. Travis
<b>Intermediate School</b>	
Dillingham Intermediate	1701 E. Gallagher
<b>Middle School</b>	
Piner Middle School	402 W. Pecan Street
<b>High School</b>	
Sherman High School	2201 E. Lamar Street.
<b>Other Locations</b>	
Perrin Learning Center	81 Vandenburg, Denison, TX
DAEP	2701 Loy Lake Road

## **BIDDER/PROPOSER'S AGREEMENT & SIGNATURE**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Federal ID Number

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Position or Title of Authorized Company Official

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

The bidding/proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Bid/Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Bid/Proposal") to this Bid/Proposal Invitation, you bid/propose to supply the products or services submitted at the prices quoted in your Bid/Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Bid/Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Bid/Proposal and no others will be claimed;
4. If the District accepts any part of your Bid/Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Bid/Proposal), including without limitation the Requirements related to:
  - a. Conducting business with District members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. Payment of a service fee in the amount specified and as provided for in this Bid/Proposal Invitation;
  - c. The possible award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements;
5. You have clearly identified any information in your Bid/Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Bid/Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Bid/Proposal, and certify that all information provided is true, complete and accurate, and you authorize the District to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Bid/Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Bid/Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

## REFERENCES

**Please list at least three (3) clients that have purchased similar products/services from your company.**

1)

\_\_\_\_\_  
Company/School Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone Number

2)

\_\_\_\_\_  
Company/School Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone Number

3)

\_\_\_\_\_  
Company/School Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone Number

## **Felony Conviction Notice**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

### **FELONY CONVICTION NOTIFICATION**

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 school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

**THIS 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.

**PROPOSER'S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL'S NAME:** \_\_\_\_\_

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): \_\_\_\_\_

(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_

(attach additional sheet if necessary)

**Signature of Company Official:** \_\_\_\_\_

## **RESIDENT/NONRESIDENT CERTIFICATION & VENDOR EMPLOYMENT CERTIFICATION**

### **1) RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to bidders/proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "non-resident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "non-resident" proposer under these definitions.

- ☐ I certify that my company is a **Resident Proposer**.
- ☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company	Address	
City	State	Zip Code

a. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes  
☐ No

b. What is the prescribed amount or percentage?      \$ \_\_\_\_\_ or \_\_\_\_\_ %

### **2) VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

- ☐ Yes
- ☐ No

By signature below, I certify that the information in Sections 1 (Resident/Nonresident Certification) and 2 (Vendor Employment Certification) above is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name

## **AFFIDAVIT OF NON-COLLUSION & MWBE / HUB CERTIFICATION**

### **1) AFFIDAVIT OF NON-COLLUSION & ANTI-LOBBYING**

By submission of this proposal, the undersigned certifies that:

Neither the proposer nor any of proposer's officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance procuring or attempting to procure a contract or fix the process in the attached proposal or the proposal of any other proposer, and further states that no money or other reward will be hereinafter paid.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name

### **2) MWBE / HUB CERTIFICATION**

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB" and all referred to in this form as "MWBE") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

☐ I certify that my company has been certified as a MWBE in the following categories: (Please check all that apply)

☐ **Minority Owned Business**

☐ **Women Owned Business**

**Certificate Number:** \_\_\_\_\_

**Name of Certifying Agency:** \_\_\_\_\_

☐ My company has **NOT** been certified as MWBE.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name



**SHERMAN INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**Notice to Vendors:      Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code**

Effective January 1, 2006, any person or entity who contracts or seeks to contract with SISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with SISD is responsible for complying with any applicable disclosure requirements.      SISD will post the completed questionnaires on its website.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

*Note:* A Vendor 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.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your bid/proposal to the following address:

Sherman Independent School District  
Attn: Business Office  
2701 N. Loy Lake Road  
Sherman, Texas 75090

The Local Government Officers of the Sherman Independent School District are: Board of Trustees:

Tim Millerick  
Rob Wilson  
Lynn Mitchusson  
Britton Brooks  
Hillary Lockett Clark  
Juston Dobbs  
Brad Morgan

Superintendent:      Dr. David Hicks

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity**

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

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

**3 Name of local government officer about whom the information is being disclosed.**\_\_\_\_\_  
Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

**7**\_\_\_\_\_  
Signature of vendor doing business with the governmental entity\_\_\_\_\_  
Date

## PROPOSAL FORM

Soft Drink Vending Service to all Sherman ISD's facilities

### VENDING MACHINE PRICING:

<u>Item</u>	<u>Proposed Vending Price</u>	<u>Proposed Commission Percentage</u>
12 oz. Soft Drink	_____	_____
20 oz. Soft Drink	_____	_____
12 oz. Juice	_____	_____
20. oz. Water	_____	_____
20 oz. Sport Drink	_____	_____

### CASE PURCHASE PRICING:

<u>Item</u>	<u>Price Per Case (24 Units)</u>
12 oz. Soft Drink	_____
20 oz. Soft Drink	_____
12 oz. Juice	_____
20. oz. Water	_____
20 oz. Sport Drink	_____

### Additional Incentives or Promotions

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_

The United States Department of Education added new general administrative regulations regarding certain expenditures with federal funds. Since it is unknown the amount of federal funds to be spent under this contract, the required contract terms have been added to this proposal.

**PROPOSER/VENDOR CERTIFICATION FORMS**  
**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS**  
**UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

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

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

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

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

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

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

Does vendor agree to abide by the above?

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

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

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

Does vendor agree to abide by the above?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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

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#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

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

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

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

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

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

### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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### CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

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

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_