



**Brenham**  
INDEPENDENT SCHOOL DISTRICT EST. 1875

REQUEST FOR PROPOSALS

RFP #2023-005

**SERVING LINE FOR EARLY CHILDHOD LEARNING CENTER (ECLC)**

**Issued Date**

January 29, 2023

**Submittal Deadline**

February 13, 2023 at 3:00PM (Central Time Zone)

**Bid Opening**

February 13, 2023 at 3:10PM (Central Time Zone)

Mailing Address:

PO Box 1147  
Brenham, Texas 77833

Physical Address:

711 East Mansfield St.  
Brenham, TX 77833  
(UPS/FedEx Delivery)

Issued By: Brenham Independent School District

Kasandra Davis, Child Nutrition Director

Email: [kdavis@brenhamk-12.net](mailto:kdavis@brenhamk-12.net)

# 1 INTRODUCTION

- 1.1 **INVITATION-** The Brenham Independent School District is accepting sealed proposals for a Serving Line for Early Childhood Learning Center (ECLC) in accordance with the instructions, specifications, terms and conditions, contained in this solicitation. Companies submitting proposals shall not discuss this RFP with employees of Brenham ISD or members of the Board of Trustees. If discussion is necessary, your company will be notified in writing. Failure to abide by this requirement may result in automatic disqualification.
- 1.2 **ADVERTISING-** Notice of when and where bids or proposals will be received and opened shall be published in the county where a district's central administrative office is located, once a week for at least two weeks prior to the deadline for receiving bids, proposals, or responses to a request for qualifications. Education Code 44.031(g).
- 1.3 **CLARIFICATIONS-** For the purpose and clarity of this document only, "BISD" will mean Brenham Independent School District of Washington County. Also, for the purpose and clarity of this document the word "Vendor" will mean any reliable and interested broker, vendor and/or manufacturer who want to bid this contract.
- 1.4 **RFP CLARIFICATIONS-** Questions regarding this RFP should be directed to the person specified on the cover sheet, Kasandra Davis, Child Nutrition Director, kdavis@brenhamk-12.net. Answers citing the question will be distributed simultaneously to all known prospective offerors. Oral answers provided by Brenham ISD or its agents shall not be binding. No modification or amendment to this Request for Proposals shall be valid unless it is set forth in writing- via a signed addendum or amendment from the District Business Office.
- 1.5 **ONE PRICE-** The Vendor will not be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Vendor must determine which to offer. IF SAID VENDOR SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT WILL BE REJECTED.
- 1.6 **RECEIPT OF BIDS-** BISD shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the BISD Central Administration building at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Vendor, Due Date and Time, Bid Number and Bid Title.
- 1.7 **REFERENCES-** Brand name and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability, of an alternate is solely the responsibility of the Office of Purchasing.
- 1.8 **PRODUCT OFFERED-** The product offered by the Vendor shall be new, not used and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to BISD a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.
- 1.9 **SUBMISSION OF PROPOSALS-** Proposals should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.

- 1.10 **COMPLETENESS**- Proposals shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.
- 1.11 **FALSE/MISLEADING STATEMENTS**- Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.
- 1.12 **PROPOSAL SIGNATURE**- The proposal must be signed by an individual who is authorized to bind the responding Vendor contractually. The signature should indicate the title or position that the individual holds. A signature on the response to this RFP and the district's acceptance of that Proposal should constitute an adequate set of terms and conditions for the performance of the required services. However, if a Vendor expects the district to sign a separate service agreement, a copy of that document must be provided along with RFP response for evaluation. An unsigned proposal shall be rejected.
- 1.13 **COMMUNICATION**- The District will only respond to questions submitted via email. The District will send addendums and answers to questions concerning this solicitation simultaneous to all respondents via email. Any person wishing to obtain additional information about the RFP or submissions may contact:  
 Kasandra Davis  
 Child Nutrition Director  
 Email: kdavis@brenhamk-12.net

## 2 SCHEDULE

Date/Time	Action
January 29, 2023	RFP Issued, Advertisement #1
February 5, 2023	Advertisement #2
February 7, 2023	Deadline for Questions
February 9, 2023	Addenda issues, if any, communicated by e-mail
February 13, 2023, 3PM	Deadline for Submission, RFP #2023-005
February 13, 2023, 3:10PM	Bid Opening 711 East Mansfield Brenham, Texas 77833
February 27, 2023	Submit Agenda Item to Administration
March 6, 2023	Recommendation of selected Vendor to the Board of Trustees for approval
May 30-June 2, 2023	Proposed installation timeframe

- 2.1 **SUBMISSION DEADLINE**- All proposals must be either hand delivered or mailed in a sealed envelope/package clearly marked with the Vendor's name, return address, the RFP title/number and opening date and time on or before 3PM, February 13, 2023. It is the responsibility of the respondent to ensure that their proposal and subsequent addenda, if any, arrive prior to the above stated Time and Date. Proposals transmitted via the District's facsimile machine or email are not acceptable.
- 2.2 **LATE SUBMISSIONS**- Any proposals declared by the District to be "Late" will be deemed a No Response and will not be considered. These proposals will be returned unopened.
- 2.3 **INCLEMENT WEATHER**- If Brenham ISD Schools are closed (either the "schools" and/or "offices") on the day a bid is "DUE", that bid will be due at the same time the next day that the Brenham ISD Schools are open.

## 2.4 **BID OPENING**

1. Vendor presence is not required at the bid opening.
2. Submitted Proposals will remain in the sealed state until the proper time.
3. At the bid opening, Vendors' names and their prices will be read and posted.
4. Bids will not be available for review by Vendors at the bid opening. BISD reserves the right to review all materials and present a recommendation to the Board of Trustees prior to bids being available for review. Bid documents will only be available for review after approval of the contract by the Board. Vendors may call the Office of Purchasing to set up a date and time for reviewing bid documents.

## 3 **TERMS, CONDITIONS & AGREEMENTS**

- 3.1 **TYPE OF CONTRACT-** The Contract shall be a firm fixed price contract, based upon the cost of the project.
- 3.2 **PRICE ADJUSTMENT-** Prices shall remain firm during the contract period. Any request for price increase must be submitted in writing to the District, and the District reserves the right to accept or deny any price increases. No increase shall be effective until approved by the District. Any decrease in the cost of the services due to a general decline in the market price or other effective factors shall be forwarded to the District with immediate inception into the contract.
- 3.3 **DELIVERY CHARGES-** All bid prices shall include all delivery charges.
- 3.4 **TAXES:** The District is exempt from the payment of the Texas Sales Tax. Prices quoted shall not include State Sales. Exemption certificates will be furnished upon request. The BISD Tax Exempt Number is 74-6000401.
- 3.5 **ADDENDA-** BISD reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact the Business Office to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.
- 3.6 **OPEN COMPETITION-** The District encourages free and open competition. Whenever possible, specifications and proposal terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of the District and the assurance of an economically and operationally sound solution.
- 3.7 **ERRORS-** The District is not liable for any errors or misinterpretations made in responding to this RFP.
- 3.8 **PREPARATION EXPENSE-** All Proposals submitted in response to this RFP must be supplied at the sole expense of the proposing Vendor, irrespective of the final decision of the District as to contract award.
- 3.9 **INSPECTION OF WORK-** It is the responsibility of each Vendor to become fully informed as to the nature and extent of the work required and its relation to any other conditions.
- 3.10 **NEGOTIATIONS-** Final negotiations may be conducted with the selected Vendor in order to ensure the best overall program design and to achieve the best business arrangement for the parties.

3.11 **INDEMNIFICATION-** The Award Vendor(s) will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

3.12 **ASSIGNMENT-** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the District.

#### 4 **QUALIFICATIONS OF VENDOR**

4.1 **VERIFICATION OF VENDOR'S EXPERIENCE-** Vendors, who cannot provide verification of having the required experience and resources to provide the components as determined by BISD, and not necessarily industry standards, will not be considered.

4.2 **REFERENCES-** Vendors shall provide at least three (3) names of contact persons and phone numbers; references of similar size and scope contracts during the past eighteen (18) months. Additional references may be provided on company letterhead.

4.3 **VENDOR DISQUALIFICATION-** A person convicted of bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the State.

4.4 **ADDITIONAL WORK--**Upon verification of specific problems beyond the scope of routine work, the contractor shall submit a written work proposal specifying the extent of the work, the manner of execution and the cost. Upon approval by the District, the contractor shall carry out this "additional work" on an approved schedule.

4.5 **MATERIALS & EQUIPMENT-** All materials and equipment required to perform under this contract shall be supplied by the Vendor unless otherwise specified. The quantity and quality of all materials and equipment must be adequate to perform all work included in the contract.

4.6 **VENDOR'S LIABILITY-** The vendor shall assume liability for damage or loss resulting from the wrongful act(s) and /or negligence of their employees while they are on District-owned premises. The Vendor or insurer shall reimburse the District for any such damage or loss within thirty (30) days after a claim is submitted.

4.7 **DEFAULT-** In case of default by the Vendor, the District reserves the right to purchase any or all items and services in default in the open market, charging the Vendor with any additional costs. The defaulting Vendor shall not be considered a responsible Proposer until the assessed charge has been satisfied.

4.8 **NON-APPROPRIATIONS-** Any contract entered into by the District resulting from this proposal invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

4.9 **PUBLICITY RELEASE-** Vendor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

- 4.10 **PRIME VENDOR RESPONSIBILITIES-** The Vendor shall be required to assume sole responsibility for the complete effort as required by the proposal. The District shall consider the Vendor to be the sole point of contact with regard to contractual matters.

## 5 ANNULMENTS AND RESERVATIONS

- 5.1 **BID REJECTION-** BISD reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BISD shall so require.
- 5.2 **CONTRACT ANNULMENT-** BISD reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BISD, materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BISD to damages for the breach of any covenant of the contract by the Award Vendor(s).
- 5.3 **FORCE MAJEURE-** The Vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to acts of God or the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, an unusually severe weather, but in every case the failure to perform must be beyond the control of both. The Vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by another party were obtainable from other sources in sufficient time to permit the Vendor to meet required delivery schedule.

## 6 DELIVERY/INSTALLATION REQUIREMENTS

- 6.1 **FOB DESTINATION-** All materials, supplies, and equipment for BISD shall be delivered FOB, Destination.
- 6.2 **DELIVERY TIME(S)-** All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.
- 6.3 **DELIVERY LOCATION(S)-** All deliveries shall be made inside school, warehouse and office buildings.
- 6.4 **RESPONSIBILITY FOR DELIVERIES-** All deliveries scheduled and received are the responsibility of the Award Vendor and deliveries by “drop shipment” from other sources will not be accepted by BISD.
- 6.5 **DAMAGES-** The Award Vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.
- 6.6 **CLEAN-UP-** The Award Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.
- 6.7 **PACKAGING-** All materials must be securely packed in accordance with accepted trade practices.
- 6.8 **COST-** All costs associated with the freight and delivery to the location(s) specified is to be included in the Cost/Bid. No additional compensation will be made for complying with the agreed upon schedule.
- 6.9 **DELIVERY SLIP/TICKET-** A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the

Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library).  
Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

- 6.10 **EQUIPMENT PLACEMENT**- Equipment shall be un-crated, fully assembled, and set level in position for final connections. Parts shipped loose but required for connection shall be properly tagged and shall be accompanied by the necessary installation instructions.
- 6.11 **SUPERVISION**- Provide a competent, experienced foreman to supervise installation and final connections with other trades.

## 7 **GUARANTEE & WARRANTIES**

- 7.1 **UNCONDITIONAL GUARANTEE**- The Vendor shall unconditionally guarantee the materials and workmanship of all equipment furnished by them for a period of one year from the date of acceptance, i.e., delivery and installation.
  - 1. **EQUIPMENT**- If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BISD are due to faulty design and installation, workmanship or materials upon notification, the Vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BISD. These repairs and/or replacement shall be made at such times as will be designated by BISD to avoid any interruption to the instructional programs. Vendors agree to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied free of charge, during the warranty period if the equipment cannot be repaired within three working days.
- 7.2 **WARRANTY**- Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this contract null and void at the option of the Buyer. Seller warrants that:
  - 1. The goods to be delivered hereunder shall be in full conformity to the specifications, drawings, and descriptions listed in the packet, and to sample(s) furnished by Seller, if any. Further, it is agreed that this warranty shall survive acceptance of delivery and payment for the goods and that the Seller agrees to bear the cost of inspecting and/or testing all goods rejected.
  - 2. That the goods to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the Seller will, at no expense to the Buyer, defend and all actions or suits charging such infringement against the Buyer, its agents and/or employees, in the event of any action or suit.
  - 3. That the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provision of all applicable Federal, State, and Local laws, ordinances, statutes, regulations, and/or policies.
  - 4. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Buyer.
  - 5. In event of conflict between specifications, drawings, and descriptions, the specifications shall govern.

All products purchased through this Proposal shall be NEW and free from defects. Please attach a description of your warranty and any manufacturer's warranty.

## 8 **BILLING & PAYMENT**

- 8.1 **BID BOND**- A bid bond will not be required for this solicitation/contract.
- 8.2 **PURCHASE & PAYMENT TRANSACTIONS**- All purchase and payment transactions will be made directly between the vendor and the requesting entity. BISD assumes no obligations on behalf of any other agency.

- 8.3 **FUNDING CONTINGENCY-** The purchase of this equipment is pending approval and allocation of funds by the Board of Trustees. BISD reserves the right to award the contract as described in this specification in part or completely, and reserves the right not to award a contract.
- 8.4 **INVOICE SUBMITTAL-** All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
- 8.5 **INVOICE MAILING ADDRESS**  
Brenham ISD Child Nutrition Department  
P.O. Box 1147  
Brenham, Texas 77834
- 8.6 **INVOICE OMISSIONS-** Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BISD Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- 8.7 **FULL PAYMENT-** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.

## 9 **INSURANCE**

- 9.1 **COVERAGE-** The Vendor shall purchase and maintain the following insurance coverage at not less than the limits specified below or required by law, whichever is greater:
1. **Commercial General Liability**  
Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:  
\$1,000,000 each occurrence;  
\$1,000,000 personal and advertising injury;  
\$2,000,000 general aggregate; and  
\$2,000,000 products/completed operations aggregate.  
  
This insurance shall include coverage for all of the following:  
Liability arising from premises and operations;  
Liability arising from the actions of independent Vendors; and  
Contractual liability including protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.
  2. **Business Auto Liability-** Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following: Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and, Automobile contractual liability.
  3. **Workers Compensation-** Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with minimum limits of:  
\$100,000 each accident for bodily injury by accident;  
\$100,000 each employee for bodily injury by disease; and,  
\$500,000 policy limit for bodily injury by disease.



4. **Named Insured-** The Board shall be named as additional insured on the Vendor’s commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Agreement by Vendor.
  5. **Policy Endorsement-** All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation...non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board. Therefore, the phrase “endeavor to” and “... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
  6. **Liability and Obligations-** No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed by the provisions of this Agreement
  7. **Application of Benefit-** Insurance or self-insurance provided to the Board and its officials, officers, employees and authorized volunteers under any Vendor’s liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor’s liability insurance policies required herein.)
  8. **Primary and Excess Benefit Application-** Additional insurance or self-insurance provided to the Board and its officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its, officers, employees and authorized volunteers as specified herein.
  9. **Underwriter(s) Qualification(s)-** All required insurance coverage must be underwritten by insurers allowed to do business in the State of Texas and acceptable to the Board. The insurers must also have a policyholders’ rating of “B” or better, and a financial size of “Class VII” or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer’s liability insurance from the Injured Worker’s Fund of Texas.
- 10 **LIQUIDATED DAMAGES-** In the event the Award Vendor(s) fails to deliver the goods or services of the contract in accordance with the specifications, BISD reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of BISD. All additional expenses incurred by BISD as a result of such purchases will be deducted from the moneys owed or moneys which may become due.
- 11 **BIDDING PROCEDURE & BID AWARDS**
- 11.1 **BID CALCULATION/RE-CALCULATION-** Wherever BISD indicates the unit of measure required for bidding purposes, BISD shall not recalculate the vendor's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BISD, Office of Purchasing may have the option and latitude to recalculate the bids.

- 11.2 **ESCALATOR CLAUSES-** BISD will not accept any proposals with Vendor escalator clauses, unbalanced figures or irregular features.
- 11.3 **EVALUATION FOR COMPLIANCE-** While these specifications are intended to describe the principle features of the items bid, vendors are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgement and educational application.
- 11.4 **ERRORS OR OMISSIONS-** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the vendor's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of vendors.
- 11.5 **RECOMMENDATION AND NOTIFICATION-** Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Trustees for Brenham Independent School District for approval. Upon approval of the award of contract, the vendor(s) shall be notified either by mail, telephone, facsimile or purchase order of their award(s). When applicable, a BISD contract document shall also be issued.
- 11.6 **EVALUATION CRITERIA & REQUIREMENTS-** All proposals will be evaluated based on the criteria listed below by the evaluation committee. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFP; or beneficiaries and/or users of the RFP's subject matter.

Criteria	Points
<b>Purchase Price</b>	<b>40 pts</b>
<b>Qualifications, Experience &amp; Reputation</b> <ul style="list-style-type: none"> <li>• Provide a company profile including number of employees, date the company was established, and any lawsuits/liens within the past five years.</li> <li>• Provide three (3) references of completed projects within the last five (5) years, which are similar/relevant to the project under this RFP.</li> </ul>	<b>35 pts</b>
<b>Completeness &amp; Thoroughness</b> <ul style="list-style-type: none"> <li>• RFP submittal packet must be clear, concise, and easy to follow.</li> </ul>	<b>15 pts</b>
<b>Ability to meet Project Completion Timeline</b> <ul style="list-style-type: none"> <li>• Indicate in a brief paragraph whether your company can meet the project timeline as specified in this RFP.</li> </ul>	<b>10 pts</b>

## 12 WRITTEN SPECIFICATIONS: EARLY CHILDHOOD LEARNING CENTER SERVING LINE REPLACEMENT

### Section 1: Serving Lines

#### GENERAL MATERIAL SPECIFICATIONS FOR Brenham ISD Early Childhood SERVING LINE MODULES:

Tops:	14-gauge, type 304 series stainless steel with 2" turndown on all sides and sound deadening applied between top and frame. Countertop to be height of 34" and 30"
Tray Slides:	12" wide, engineered stone with solid surface 3 cm full bullnose edge. Fixed tray slide. Tray slide mounting height to be at 30" above finished floor (AFF). LED lighting for Counter front panels
Framing:	16-gauge, type 304 series stainless steel formed end panels with top and bottom horizontal members of 16-gauge, type 304 stainless steel. All serving line framing to be 304 series stainless steel, fully welded framing. Angle iron framing or bolted stainless steel framing <u>will not be accepted.</u>
Body Panels:	18-gauge, type 304 series stainless steel
Front Panels:	Decorative tile application over Stainless-Steel Panel provided by Mod-U-Serve. Panels are to be field removable for service. Tile selection by Brenham ISD Child Nutrition.
Breath-Shields:	Elite IV model 1" round stainless-steel post with satin finish, front glass bracket to be adjustable vertically and horizontally. All glass to be tempered and have rounded corners. All breath-shields to be fabricated per NSF guidelines. Top and front glass to be 3/8" tempered glass. End panels to be 1/4" tempered glass. Provided with 1" OD round, fully polished stainless-steel posts anchored to counter framing. Posts to penetrate through countertop and nest in 4" milled stainless steel housing, fully welded to countertop framing. Glass pivots on 22.5° increments without the use of tools. All Breath-Shields over hot components to be provided with Hatco Heat Strip & LED lights. All Breath-Shields over cold components to be provided with LED lights. Common posts to be used where possible.
Display Lights:	UL listed LED showcase lights.
Undershelves:	18-gauge, type 304 series stainless steel with 18" high ends and 6" high back. Underself is held back 6" from front panel forming a utility chase for plumbing and electrical services.
Casters:	Heavy duty polyurethane 5" adjustable casters. Casters to have ability for adjustment up to 1 1/2".
Warranty:	12-month limited warranty on parts and labor
Specs Based On:	Mod-U-Serve

#### 1 ITEMIZED SPECIFICATIONS: One (1) LOT of the following

1. MCT-FT5.5 Mod-U-Serve Hot Food Counter
  - Quantity: one (1) unit
  - Stainless steel counter construction 34" AFF. mobile modular, open cabinet base with 8" stainless steel work shelf.
  - 12" wide, Engineered stone fixed trayslide. Bottom mounted LED lights. Tray slide mounting height to be at 30" AFF.
  - One (1) MCT-Cust Alto-Shaam 400HWI-D6 to be furnished and installed by Mod-U-Serve.
  - Stainless-steel Mod-U-Serve Elite series single tier sneeze guards with adjustable front pivoted tempered full-height glass and tempered glass over shelf. 1" OD round, fully polished stainless-steel posts anchored to counter framing. UL listed LED showcase lights with stainless steel support stand and Heat lamp.
  - Raised / Extended removeable front panels per general specifications. Decorative tile application over Stainless-Steel Panel provided by Mod-U-Serve. Panels are to be field removable for service.
  - Line up locks. Single Point connection. 5" adjustable height swivel casters (2) locking. Stainless Steel skirting.
2. MCT-CFSP2-MOD Mod-U-Serve Cold Food Counter
  - Quantity: one (1) unit

- Stainless steel counter construction 30” AFF. mobile modular, open cabinet base with 8” stainless steel work shelf.
- 12” wide, Engineered stone fixed trayslide. Bottom mounted LED lights. Tray slide mounting height to be at 30” AFF.
- One (1) MCT-CFSP2 modified length per drawing. Mechanically cooled Stainless Steel frost top, ½” deep to accommodate two (2) 18”x26” pans. Stainless steel construction. mobile modular, open cabinet base, size, and location, per drawings.
- Stainless-steel Mod-U-Serve Elite series single tier sneeze guards with adjustable front pivoted tempered full-height glass and tempered glass overshelf. 1” OD round, fully polished stainless-steel posts anchored to counter framing. UL listed LED showcase lights with stainless steel support stand, per general specifications.
- Raised / Extended removeable front panels per general specifications. Decorative tile application over Stainless-Steel Panel provided by Mod-U-Serve. Panels are to be field removable for service.
- Line up locks. Single Point connection. 5” adjustable height swivel casters (2) locking. Stainless Steel skirting.

### 3. MCT-FT5-MOD Mod-U-Serve Flat Top Food Counter

- Quantity: one (1) unit
- One (1) MCT-FT5.4-MOD Mobile serving station modified length/depth. Stainless steel construction 30” AFF. mobile modular, open cabinet base.
- 12” wide, Engineered stone fixed trayslide. Bottom mounted LED lights. Tray slide mounting height to be at 30” AFF.
- Stainless-steel Mod-U-Serve Elite series single tier sneeze guard with adjustable front pivoted tempered full-height glass and tempered glass overshelf. 1” OD round, fully polished stainless-steel posts anchored to counter framing. UL listed LED showcase lights with stainless steel support stand, per general specifications.
- Raised / Extended removeable front panels per general specifications. Decorative tile application over Stainless-Steel Panel provided by Mod-U-Serve. Panels are to be field removable for service.
- Line up locks. Single Point connection. 5” adjustable height swivel casters (2) locking. Stainless Steel skirting.

### 4. MCT-CRSG Mod-U-Serve Cash Register Stand

- Quantity: one (1) unit
- Stainless steel construction 34” AFF. mobile modular, open cabinet base cash register stand, single station outlet pre-wired to cord & plug, cat 5 connection
- 12” wide, Engineered stone fixed trayslide. Bottom mounted LED lights. Tray slide mounting height to be at 30” AFF with cut-out to accommodate 1/3 pan for silverware dispensing.
- Raised / Extended removeable front panels per general specifications. Decorative tile application over Stainless-Steel Panel provided by Mod-U-Serve. Panels are to be field removable for service.
- Line up locks. Single Point connection. 5” adjustable height swivel casters (2) locking. Stainless Steel skirting.

### 5. MCT- EC Mod-U-Serve Data / Electrical Chase

- Quantity: one (1) unit
- All 304 stainless steel construction. Utility riser to be UL listed.
- Riser to bolt to floor and extend above suspended ceiling with stainless finishing flange.
- Site utilities (electrical and data) to be connected to riser location above suspended ceiling
- 120/208V 3phase 30-amp direct connection service required.

### Mod-U-Serve Factory Delivery

- Quantity: one (1) Counter and (1) Electrical Chase

- Deliver counter and set in place, lock, and level counter.
- Deliver Data / Electrical Chase and bolt to floor and attach to ceiling.
- Run all power and data lines from counter to electrical chase.
- Clean up all trash and debris, make ready for final connections.

**Brenham ISD Serving Line Retrofit Responsibilities of Involved Parties:**

**Successful Manufacturer:**

The successful manufacturer of the specified serving line and manufacturer provided components is responsible for the fabricating of the product(s) with proper workmanship, void of errors, per the written specification and signed submittal drawings, and in a timely manner. Mod-U-Serve is to provide components as specified in the itemized specifications for all equipment, as noted.

Upon final completion of the installation of the serving line, it is the responsibility of the manufacturer’s sales representative to provide a thorough educational demonstration covering operation, cleaning, and preventative maintenance.

**Successful Bidding Foodservice Equipment Dealer:**

A representative of the successful bidding dealer, in conjunction with the manufacturer’s rep, is to coordinate with Brenham ISD the signing of approval drawings in person, including all material finishes.

**BRENHAM ISD:**

Brenham ISD is responsible for all asbestos reporting, asbestos testing and asbestos abatement, IF NECESSARY. Responsible for removing existing serving lines from kitchen. Demolish existing electrical circuits and risers to existing serving counters. Provide and install conduit, wiring, and breakers in existing panels as required to accommodate serving line utility chase requirements and make all final connections including data cable(s), running data cables and final data connections. Brenham ISD is responsible for providing adequate jobsite access to perform the duties outlined in the written specifications.

**13 PROCEDURES FOR SUBMITTING PROPOSALS**

**13.1 PROPOSAL SUBMISSION**

1. Vendor must submit two (2) hard copies of the proposal along with one (1) electronic format of all required documents on a flash drive. The Vendor shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the bid, if so desired, to provide an explanation of any detail(s) in the bid.
2. Signed RFP’s should be returned in a sealed envelope. Failure to clearly identify your Submission/Proposal as a "SEALED BID" on the outside of the return envelope may result in premature opening of the envelope and bid. BISD shall not accept any facsimile transmission to agents, representatives, or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the bid specification.
3. All Vendors shall be required to complete the certificates and/or affidavits and/or acknowledgements, which are incorporated into the proposal pages of this specification. Such documents are required by local, state or federal funding agencies of BISD as part of the bidding process.

Mail Delivery

Kasandra Davis, Child Nutrition Director  
 Brenham ISD  
 PO Box 1147  
 Brenham, Texas 77833

The RFP may also be hand delivered to the physical address:

Physical Address

711 East Mansfield St.

Brenham, TX 77833

(UPS/FedEx Delivery)

**13.2 DOCUMENTATION TO SUBMIT WITH RFP: PLEASE FOLLOW THE ORDER BELOW**

- a. Attached Forms
  - i. Proposal Response Form (page 15-31)
  - ii. Requested Attachments



**PROPOSAL RESPONSE FORM**  
**PROJECT: SERVING LINE FOR EARLY CHILDHOOD LEARNING CENTER (ECLC)**  
**RFP #2023-005**

<b>1</b>	<p><b>Serving Line as specified including manufacture, delivery and installation.</b></p> <p><b>Quantity: 1</b></p> <p><b>OOM: Each</b></p> <p><b>Unit Price: \$</b></p> <p><b>Total: \$</b></p> <p><b>Manufacturer: Mod U Serve or equal alternative</b></p> <p><b>Item Notes:</b></p> <p><input type="checkbox"/> <b>No Bid</b></p> <p><input type="checkbox"/> <b>Alternative specification (Attach separate sheet)</b></p> <p><input type="checkbox"/> <b>Additional Notes (Attach separate sheet)</b></p>
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	<p><b>Requested Attachments</b></p> <p><input type="checkbox"/> <b>1295 Form or Evidence of Exemption</b> If you are required under statute to submit a 1295 form, you must include in your proposal. Alternatively, if you are exempt under the statute, please provide documentation regarding your exemption.</p> <p><input type="checkbox"/> <b>W-9</b> Interested offerors must upload an updated Form W-9 prior to submitting a proposal.</p>
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1	<p><b>Scope of Work</b>  This contract consists of the manufacture, delivery and installation of Serving Line at Early Childhood Learning Center (ECLC) and is effective immediately following the date of board approval. It is anticipated this contract will be approved at the March 6, 2023 school board meeting.</p> <p><b>Project delivery/installation shall take place while students are not present and campus is closed, preferably May 30- June 2, 2023. Alternate dates of June 5- 7, 2023 may be considered if necessary.</b></p> <p><input type="checkbox"/> I understand and can comply.</p>
2	<p><b>Name of Individual Submitting Proposal</b></p>
3	<p><b>How many years has your business operated under its present name?</b></p>
4	<p><b>What state is your principle place of business located?</b></p>
5	<p><b>Designated Contact Person</b>  Please indicate the name of the account manager we should speak to with concerns about the products in this proposal.</p>
6	<p><b>Designated Contact Person Email Address</b></p>
7	<p><b>Designated Contact Person Telephone Number</b></p>
8	<p><b>Payment Remittance Address</b></p>
9	<p><b>Payment Remittance Telephone Number</b></p>
10	<p><b>Contract/ Purchase Order/ Quote Fax Number</b>  If applicable, please provide a fax number to send order and quote requests.</p>



11	<p><b>Contract/Purchase Order/Quote Email</b></p> <p>As an option, Vendor may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or <a href="mailto:purchaseorders@businessname.com">purchaseorders@businessname.com</a>.</p>
12	<p><b>Company Website Address</b></p>
13	<p><b>How were you notified of this bid opportunity?</b></p> <p>In order to verify the efficiency of communication tools used to notify Vendor of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.</p>
14	<p><b>Reference 1</b></p> <p>Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years.</p> <p>Company/Government Name:</p> <p>Address:</p>  <p>Contact Name:</p> <p>Contact Phone Number:</p>
15	<p><b>Reference 1 Email</b></p>

16	<p><b>Reference 2</b></p> <p>Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years.</p> <p>Company/Government Name:</p> <p>Address:</p> <p>Contact Name:</p> <p>Contact Phone Number:</p>
17	<p><b>Reference 2 Email</b></p>
18	<p><b>Reference 3</b></p> <p>Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years.</p> <p>Company/Government Name:</p> <p>Address:</p> <p>Contact Name:</p> <p>Contact Phone Number:</p>
19	<p><b>Reference 3 Email</b></p>

20	<p><b>Felony Conviction Notification</b></p> <p>Section 44.034, Texas Education Code, 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 company agent submitting this proposal certifies that the information furnished is true to the best of their knowledge.</p> <p><input type="checkbox"/> Not Applicable-firm is publicly held corporation</p> <p><input type="checkbox"/> Non-Felon- person/owner IS NOT a convicted felon</p> <p><input type="checkbox"/> Felon- person/owner IS a convicted felon</p>
21	<p><b>Name of Felon/Nature of Felony</b></p> <p>If response to previous attribute specifies that business is owned and/or operated by a felon, Vendor shall give the name of the felon and details of conviction.</p>
22	<p><b>SB-9 Compliance</b></p> <p>Introduction: Texas Education Code Chapter 22 requires an independent contractor who provides services to a school district to submit to a criminal history review if the independent contractor will have continuing duties related to the contracted services and direct student contact. Each independent contractor must certify to the District that the Contractor has complied.</p> <p>A covered independent contractor with a disqualifying criminal history is prohibited from serving at a school district. The following offenses are disqualifying if, at the time of the offense, the victim was under 18 or enrolled in a public school; (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 Procedures; or (c) an equivalent offense under federal law or the laws of another state. The District reserves the right to designate other convictions or other criminal history information as disqualifying.</p> <p>I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety’s Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify the District in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term.</p> <p>I agree to provide the District, upon request, my full name and any other requested information so that the District may obtain my criminal history record information. I understand that the District may terminate my services at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.</p> <p><b>Noncompliance or misrepresentations regarding this certification may be grounds for contract termination.</b></p> <p><input type="checkbox"/> Agree</p>

23	<p><b>Conflict of Interest Questionnaire</b></p> <p>If a Vendor wants to pursue a business relationship with Brenham ISD, they are to disclose any relationships that may be considered a conflict of interest under law.</p> <p>If required by law under Texas Local Government Code Sec. 176.006, all Vendors or contractors doing business with Brenham ISD must submit a Conflict of Interest Questionnaire no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed. For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:  <a href="#">Texas Local Government Code, Section 176</a>  <a href="#">Texas House Bill 23</a></p> <p>If a conflict exists and you wish to submit this form electronically, visit this link:  <a href="https://forms.gle/QFdiH7nAWfgFwLEbA">https://forms.gle/QFdiH7nAWfgFwLEbA</a></p> <p>Upon completing and submitting, a copy will be sent to the email address provided in the form and will be filed with this office for publication on our website as required by State law.</p> <p><input type="checkbox"/> I understand the requirement.</p>
24	<p><b>Anti-Trust Certification Statement</b></p> <p>Vendor affirms under penalty of perjury of the laws of the State of Texas that:</p> <ol style="list-style-type: none"> <li>1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</li> <li>2. In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. &amp; Comm. Code Chapter 15;</li> <li>3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and</li> <li>4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</li> </ol> <p><input type="checkbox"/> No collusion involved in this submission</p>

25	<p><b>Public Disclosure Laws</b></p> <p>All Proposals, forms, documentation, or other materials submitted by Vendor to the District in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, et. seq.) or similar disclosure law. Proposer must clearly identify, in Supplier Notes or by Response Attachment, any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the District shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.</p> <p><b>Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?</b></p> <p>If you respond “YES”, you must identify, in Supplier Notes or by Response Attachment, the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The District and its Administration will not be responsible for a Proposer’s failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the District and its Administration will disclose information when required by law, even if such information has been identified herein as information the Vendor considers confidential or proprietary.</p> <p><input type="checkbox"/> No      <input type="checkbox"/> Yes</p>
26	<p><b>Consent to Release Proposal Tabulation</b></p> <p>Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Brenham website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.</p> <p><input type="checkbox"/> Agree</p>
27	<p><b>Energy Company Boycott Prohibited</b></p> <p>Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Brenham ISD Purchasing.</p> <p><i>EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.</i></p> <p><input type="checkbox"/> We certify compliance with this clause</p>
28	<p><b>Entities that Boycott Israel</b></p> <p>Respondent represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Brenham ISD Purchasing.</p> <p><input type="checkbox"/> Vendor verifies compliance with this clause.</p>

29	<p><b>Foreign Terrorist Organizations</b></p> <p>Section 2252.152 of the Texas Government Code prohibits Brenham ISD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.</p> <p><input type="checkbox"/> I am not ineligible to receive the contract.</p>
30	<p><b>Purchase Order Policy</b></p> <p>The Brenham Independent School District purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in advance of an approved Purchase Order.</p> <p><input type="checkbox"/> Agree</p>
31	<p><b>Federal Rule (A) - Contract Term Violations</b></p> <p>(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), 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.</p> <p><i>Pursuant to Federal Rule (A) above, when federal funds are expended by Brenham ISD, Brenham 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.</i></p> <p><input type="checkbox"/> I understand and agree.</p>
32	<p><b>Federal Rule (B) - Termination Conditions</b></p> <p>(B) Termination for 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)</p> <p><i>Pursuant to Federal Rule (B) above, when federal funds are expended by Brenham ISD, Brenham 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; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or Brenham ISD. Brenham ISD also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if Brenham ISD believes, in its sole discretion that it is in the best interest of Brenham ISD to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Brenham ISD as of the termination date if the contract is terminated for convenience of Brenham ISD. Any award under this procurement process is not exclusive and Brenham ISD reserves the right to purchase goods and services from other Vendors when it is in the best interest of Brenham ISD.</i></p> <p><input type="checkbox"/> I understand and agree.</p>

31

**Federal Rule (C) - Equal Employment Opportunity**

(C) 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.”

It is the policy of Brenham ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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

I understand and agree.

32

**Federal Rule (D) - Davis Bacon Act/Copeland Act**

(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 Brenham 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.*

I understand and agree.

33 **Federal Rule (E) - Contract Work Hours and Safety Standards Act**  
(E) (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 Brenham ISD, the Vendor certifies that during the term of an award for all contracts by Brenham 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.*

I understand and agree.

34 **Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement**  
(F) 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 Brenham ISD, the Vendor certifies that during the term of an award for all contracts by Brenham ISD resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

I understand and agree.



35

**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act**

(G) (42 U.S.C. 7401-7671q.) and (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).

When federal funds are expended by Brenham 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by Brenham ISD for any contract resulting from this procurement process in excess of \$100,000, the Vendor certifies that the Vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

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

I understand and agree.

36

**Federal Rule (H) - Debarment and Suspension**

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 Brenham ISD, the Vendor certifies that during the term of an award for all contracts by Brenham 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 or by the State of Texas. Vendor shall immediately provide written notice to Brenham ISD if at any time the Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Brenham ISD may rely upon a certification of a Vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless Brenham ISD knows the certification is erroneous.*

I understand and agree.

37

**Federal Rule (I) - Byrd Anti-Lobbying Amendment**

(I) (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 by Brenham ISD, the Vendor certifies that during the term and after the awarded term of an award for all contracts by Brenham 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 by or 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

I understand and agree.

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**Federal Rule (J) - Procurement of Recovered Materials**

(J) When federal funds are expended by Brenham ISD, Brenham ISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (J) above, when federal funds are expended Brenham ISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

I understand and agree.

39	<p><b>Federal Rule (L) - Buy American Provisions</b></p> <p>As appropriate and to the extent consistent with law, Brenham ISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.</p> <p>“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> <p><input type="checkbox"/> I understand and agree.</p>
40	<p><b>Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds</b></p> <p>When federal funds are expended by Brenham ISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:</p> <ol style="list-style-type: none"> <li>1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</li> <li>4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and</li> <li>5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.</li> </ol> <p><input type="checkbox"/> I understand and agree.</p>

41	<p><b>Federal Record Retention Requirements</b></p> <p>When federal funds are expended by Brenham 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 § 200.334. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.</p> <p>Vendor agrees that Brenham ISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.</p> <p><input type="checkbox"/> I understand and agree.</p>
42	<p><b>Solid Waste Disposal Act</b></p> <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by Brenham ISD, the Vendor certifies that during the term of an award for all contracts by Brenham ISD resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in this paragraph.</p> <p><input type="checkbox"/> I understand and agree.</p>
43	<p><b>Anti-Discrimination Certification</b></p> <p>Vendor certifies that it shall be in compliance with Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities where applicable, which prohibits discrimination of all eligible program participants on the basis of age, color, disability, national origin, race, and gender.</p> <p><input type="checkbox"/> I understand and agree.</p>

**Equity and Inclusion Data Requested**

Brenham ISD has a districtwide commitment to further equity and inclusion. With this commitment, it is the District's intention to further inclusion in participation of disadvantaged businesses and local businesses. Therefore, in order to better track our progress, we are requesting vendors specify what percentage of the goods and/or services proposed in this response will utilize the following business types:

- Small Business Enterprises (SBE)
- Historically Underutilized Businesses (HUB)
- Disadvantaged Business Enterprises (DBE)
- Woman Owned Business Enterprises (WBE)
- Minority Owned Business Enterprises (MBE), and
- Vendors whose business address lies within the tax boundaries of Brenham ISD

You may use any format you choose to provide this data. The provision of data will not provide preference toward the award of any contract, and likewise, the exclusion of this data will not be considered non-responsive or be to the detriment of your proposal to any degree. These are informational data to be utilized to track District progress toward this commitment to furthering equity and inclusion only, and do not bear weight on your potential for contract award.

**This an optional field.** Omission of data will not be considered to equal or insinuate a percentage of zero (0%).

45	<p><b>Disclosure of Interested Parties</b></p> <p>House Bill 1295 enacted by the 84th Texas Legislature requires the disclosure of Interested Parties for contracts with a public-school district which requires an action or vote by the governing body, for all procurements in excess of stated value of \$1 million, and for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).</p> <p>If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal.</p> <p><a href="#">Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage</a></p> <p>Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department.</p> <p><b>IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.</b></p> <p>ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:</p> <ul style="list-style-type: none"> <li>• a sponsored research contract of an institution of higher education;</li> <li>• an interagency contract of a state agency or an institution of higher education; a contract related to health and human services if:</li> <li>• the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;</li> <li>• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or</li> <li>• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.</li> </ul> <p><input type="checkbox"/> I understand the requirement.</p>
46	<p><b>Protests and Appeals</b></p> <p>Brenham ISD will address all respondent protests within 24 hours of the bid award. Brenham ISD will provide evaluation scores and pricing at the request of the respondent. Violations of law should be referred to the local, state or Federal authority.</p> <p><input type="checkbox"/> I understand and agree.</p>
47	<p><b>Adherence to Health and Safety Certifications, Licensing, and Regulations</b></p> <p>Vendor certifies it shall, as applicable, obtain, meet, or exceed all applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.</p> <p><input type="checkbox"/> I understand and agree.</p>

**Supplier Information**

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Supplier Notes**

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By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*