

DEWEYVILLE INDEPENDENT SCHOOL DISTRICT

43200 HWY 87 S
ORANGE, TX 77632

An Affirmative Action Employer

SPECIFICATION AND SOLICITATION FOR PURCHASE OF KITCHEN EQUIPMENT

RETURN TO: Deweyville Independent School District
MBU-548-08 Attn: Janae Welch, Business Manager
43200 Hwy 87 S
Orange, Tx 77632

BID NUMBER: MBU-548-08

BID ISSUED DATE: **JUNE 20, 2024**

DUE DATE: **JULY 8, 2024**

DUE TIME: **12PM CST**

PUBLIC OPENING: **JULY 8, 2024, 12:05PM CST** (10 minutes after due time)
Administration Office
43200 Hwy 87 S
Orange, Tx 77632

Deweyville Independent School District reserves the right to waive informalities, to reject all bids, and to reissue this bid at its option, and does not make an obligation to purchase by issuing this bid.

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.

Janae Welch, Business Manager , jwelch@deweyvilleisd.com

DEWEYVILLE INDEPENDENT SCHOOL DISTRICT

43200 HWY 87 S
ORANGE, TX 77632

An Affirmative Action Employer

INVITATION FOR BIDS

The Deweyville Independent School District invites Vendors to bid on the **Purchase of Kitchen Equipment** for Deweyville Elementary, under solicitation number MBU-548-08.

Expenditures for this equipment are projected to be approximately \$50,000.00.

Procurement questions can be emailed to **Janae Welch**, Business Manager at jwelch@deweyvilleisd.com. Verbal questions will not be taken.

ALL QUESTIONS MUST BE SUBMITTED IN WRITING to the Business Manager by JUNE 28, 2024

Sealed proposals/bids will be received until **JULY 8, 2024 12PM CST** in the Administration Office located at 43200 Hwy 87 S Orange, TX 77632. A public bid opening will be held approximately 5 minutes after the due date and time for this solicitation.

The Vendor or suppliers who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 14% participation of Small Business and/or Certified Minority Business Enterprise organizations in response to the Board of Education's goal for economic development. Certified Minority Business Enterprises and Small Business Enterprises are encouraged to respond to these solicitations.

The Deweyville Independent School District reserves the right to reject any or all proposals and to waive informalities.

TABLE OF CONTENTS

SECTION	PAGE
PART I: TERMS AND CONDITIONS-----	1
1 AN INVITATION TO BID-----	1
1.1 Invitation -----	1
1.2 Advertising-----	1
1.3 Clarifications -----	1
1.4 Authorized Dealers-----	1
1.5 Intent of Specifications-----	1
1.6 One Price -----	1
1.7 Individual, Group or Aggregate Bidding-----	1
1.8 Receipt of Bids -----	2
1.9 References -----	2
1.10 Product Offered -----	2
1.11 Working Drawings-----	2
1.12 Multi- Agency Procurement-----	2
1.13 Purchase & Payment Transactions -----	2
2 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING-----	2
2.1 Proposal Submission-----	2
2.2 Returning Bids-----	2
2.3 Certificates, Affidavits and Acknowledgements -----	3
2.4 Bid Opening-----	3
2.5 Bid Preparation Fees-----	4
3 BONDING-----	4
3.1 Bid Bond -----	4
3.2 Performance Bonds/Payment Bonds-----	4
3.3 Bond Approval-----	4
3.4 Purchase Order -----	5
4 COMPLIANCE WITH SPECIFICATIONS-----	5
4.1 Compliance with Intent of Specifications -----	5
4.2 Minimum Requirements -----	5
4.3 Governing Specifications-----	5
4.4 Governing Mandate(s) -----	5
4.5 Specification Conflicts-----	5
5 DEVIATIONS TO SPECIFICATIONS-----	5
6 BID PRICES-----	5
6.1 Withdrawal of Bid-----	5
6.2 Unit Prices-----	6
6.3 Price Submission and NO BID Notation -----	6
6.4 Delivery Charges -----	6
6.5 Discounts -----	6
6.6 Price Reductions -----	6
6.7 Taxes -----	6
7 SAMPLES, CATALOGS AND CATALOG CUTS -----	6
7.1 Tagged Sample-----	6
7.2 Responsibility for Samples -----	6
7.3 Descriptive Data -----	7
7.4 Failure to Submit -----	7
8 BIDDING PROCEDURE AND BID AWARDS -----	7
8.1 Award -----	7
8.2 Bid Calculation/Re-calculation-----	7
8.3 Escalator Clauses -----	7

8.4	Evaluation for Compliance-----	7
8.5	Rejecting Proposals/Bids -----	7
8.6	Tie Bids-----	7
8.7	Errors or Omissions-----	8
8.8	Term of Contract-----	8
8.9	Recommendation and Notification -----	8
8.10	Americans with Disabilities Act -----	8
9	ANNULMENTS AND RESERVATIONS -----	8
9.1	Bid Rejection-----	8
9.2	DISD Reserved Rights-----	8
9.3	Contract Annulment -----	8
9.4	Compliance Failure and Open Market Purchasing -----	9
9.5	Compliance Failure and Circumstances Beyond Control -----	9
10	APPEAL PROCESS -----	9
10.1	Intent -----	9
11	DELIVERY REQUIREMENTS -----	10
11.1	FOB Destination -----	10
11.2	Delivery Time(s) - Schools-----	10
11.3	Delivery Location(s) and Special Instructions -----	10
11.4	Damages-----	10
11.5	Clean-up -----	10
11.6	Packing-----	10
12	INSPECTIONS -----	11
12.1	Inspectors and Inspections -----	11
12.2	Responsibility for Faulty Workmanship -----	11
13	GUARANTEE AND WARRANTS-----	11
13.1	Unconditional Guarantee-----	11
13.2	Other Guarantees -----	12
13.3	Vendor as Manufacturer's Agent-----	12
14	BILLING AND PAYMENT DISCOUNTS -----	12
14.1	Invoice Submittal -----	12
14.2	Invoice Omissions-----	12
14.3	Full Payment-----	12
14.4	Freight -----	12
15	LAWS, REGULATIONS AND PERMITS -----	12
15.1	Compliance – Laws and Ordinances -----	12
15.2	Compliance – Safety Standards -----	12
15.3	Certification of Non-Discrimination -----	13
16	INSURANCE -----	13
16.1	Coverage -----	13
16.2	Certificates of Insurance -----	14
16.3	Failure to Execute-----	15
16.4	Cost -----	15
17	SAFETY REQUIREMENTS -----	15
17.1	Required Regulations -----	15
18	SUB-VENDORS-----	15
18.1	Identifying a Sub-Vendor-----	16
18.2	Written Consent-----	16
19	LIQUIDATED DAMAGES -----	16
20	TERMINATION OF CONTRACT-----	16

20.1	Termination for Non-Appropriation of Funds -----	16
20.2	Termination for Default -----	16
20.3	Termination for Convenience -----	16
20.4	Right to Withdraw -----	16
21	GOVERNING LAW AND VENUE-----	17
22	ADDENDA-----	17
22.1	Changes to Specifications -----	17
22.2	Addenda Availability -----	17
22.3	Addenda Copies -----	17
22.4	Addenda Issuance -----	17
22.5	Addenda Receipt & Acknowledgement -----	17
23	INDEMNIFICATION -----	17
24	LIMITED LIABILITY-----	18
25	CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL-----	18
25.1	Compliance with Ethics Policies Expectation -----	18
25.2	Policy Review-----	18
25.3	Questions/Interpretations -----	18
26	MULTI-AGENCY PARTICIPATION -----	18
26.1	Extending Terms and Conditions -----	18
26.2	Separate Contracts -----	18
27	INCLEMENT WEATHER -----	19
27.1	Bid Opening-----	19
END OF PART I-----		19
PART II: SPECIFICATIONS--GENERAL REQUIREMENTS-----		1
1	GENERAL SCOPE & SERVICES -----	1
1.1	Offer -----	1
1.2	Vendor Responsibilities-----	1
1.3	Type of Contract/Acquisition of Materials -----	1
1.4	Safety Efforts -----	1
1.5	Funding Contingency-----	1
1.6	Vendor Obligations-----	1
1.7	Omissions, Errors, Conflicts or Discrepancies -----	1
1.8	Proposal Submission-----	2
1.9	Withdrawal and Price Hold -----	2
1.10	Material Approval-----	2
1.11	Bid Submission-----	2
2	INCORPORATION OF TECHNICAL SPECIFICATIONS AND DRAWINGS -----	2
2.1	Specifications-----	2
2.2	Bid Document Order of Precedence -----	2
3	DISCREPANCIES IN SPECIFICATIONS-----	2
3.1	Notification-----	2
3.2	Official Correspondence-----	3
4	QUALIFICATION(S) OF VENDOR -----	3
4.1	Verification of Vendor's Experience-----	3
4.2	References -----	3
4.3	Review of Prior DISD History -----	3
4.4	Investigation(s)-----	3
4.5	Bid Rejection-----	3
4.6	Proposal Rejection-----	3

4.7	Vendor Rejection -----	4
4.8	Vendor Disqualification -----	5
4.9	Vendor Point of Contact/Delivery Personnel -----	5
5	INSPECTION(S) OF SITE / JOB CONDITIONS -----	5
5.1	Site Visit -----	5
5.2	Bidder Obligation -----	5
5.3	Coordinating Site Visit -----	6
6	BONDING AND INSURANCE -----	7
6.1	Bid Bond -----	7
6.2	Performance and Payment Bond -----	7
7	Insurance -----	7
8	MINORITY BUSINESS/SMALL BUSINESS ENTERPRISE GOALS -----	7
8.1	Minority Business Enterprises (MBE)/Small Business Enterprises (SBE) Encouraged -----	7
8.2	SBE/MBE Goal -----	7
8.3	MBE Utilization Affidavit -----	7
8.4	Definitions -----	8
8.5	Changing MBE Partners -----	8
9	BID SUBMISSION -----	8
9.1	Return of bids to: -----	8
9.2	Documentation to Return with Proposal -----	9
9.3	Proposal/Bid Submission -----	10
10	TERM OF CONTRACT -----	10
11	PROPOSED PRICING -----	10
12	ADDENDA AND/OR EXPLANATION OF BID SPECIFICATIONS -----	10
12.1	Changes -----	10
12.2	Verification of Receipt of Addenda -----	11
13	AWARD OF CONTRACT -----	11
13.1	Method of Award -----	11
13.2	Demonstrated Ability to Perform -----	11
13.3	Non-Guarantee -----	11
13.4	Proposal/Bid Rejection -----	11
13.5	Consideration -----	11
14	BID OPENING -----	11
14.1	Names -----	11
14.2	Announcement of Award -----	11
14.3	Bids Review -----	11
14.4	Bid Tabulations -----	12
15	WAIVER OF JURY TRIAL -----	12
16	INQUIRIES -----	12
16.1	When and How -----	12
16.2	Inquiries Regarding the Solicitation -----	12
16.3	Inquiries Regarding the Technical Specifications -----	12
17	FOREIGN LANGUAGE TRANSLATOR REQUIREMENT -----	12
18	Delay Damages & Liquidated Damages -----	13
18.1	Daily Fees -----	13
18.2	Liquidated Damages -----	13
19	EQUIPMENT DELIVERY -----	13
19.1	Work Hours -----	13

19.2	Non-Normal Work Hours	13
19.3	Responsibility for Deliveries	13
19.4	Delivery Tickets	13
19.5	DISD Employee Identification	13
19.6	Costing Delivery	13
19.7	Clean -Up	14
19.8	Maintaining the Schedule	14
19.9	Schedule	14
20	PAYMENTS	14
21	WARRANTY	14
END OF PART II		15
PART III: SPECIFICATIONS / TECHNICAL SPECIFICATIONS		1
1	GENERAL SCOPE AND SERVICES	1
1.1	Scope of Work	1
1.2	Award Vendor's Responsibility	1
1.3	Definitions	1
1.4	Quality Assurance	1
1.5	Submittals	2
1.6	Providing a Catalog	3
2	PRODUCT DELIVERY, STORAGE AND HANDLING	3
2.1	Delivery	3
2.2	Storage	3
2.3	Protection	3
2.4	Damage	3
3	REGULATIONS	3
3.1	N.S.F Standards	3
3.2	U.L. Standards	4
3.3	A.N.S.I Standards	4
3.4	A.G.A.	4
3.5	N.F.P.A. Standards	4
3.6	A.S.M.E. Code	4
3.7	National Electric Code	4
3.8	All Authorities	4
3.9	Governing Standard	4
4	DISD PURCHASING RIGHTS	4
5	CHANGES IN THE WORK	4
6	VENDOR'S WARRANTY	5
6.1	Solvency	5
6.2	Laws and Ordinances	5
6.3	Construction	5
6.4	Review of Requirements	5
6.5	Review of Location	5
7	SUBSTITUTIONS	5
8	DESIGN / MODEL CHANGE DISCONTINUED AND/OR OBSOLETE EQUIPMENT	5
8.1	Latest Design	5
8.2	Notification of a Discontinued Item	6
9	WARRANTY	6
9.1	Written Warranty	6
9.2	Repair and/or Replacement	6

9.3	Equipment	6
10	Execution	7
10.1	Inspection	7
10.2	Preparation	7
10.3	Installation	7
10.4	Field Quality Control	8
10.5	Adjust and Clean	9
11	EQUIPMENT / ITEMS SPECIFICATIONS	10
11.1	ITEM #1: HOT FOOD SERVING COUNTER/TABLE	10
11.2	ITEM #2: SERVING COUNTER, UTILITY	10
11.3	ITEM #3: HOT FOOD SERVING COUNTER/TABLE	11
11.4	ITEM #4: REFRIGERATED MERCHANDISER	12
11.5	ITEM #5: DISPLAY MERCHANDISER, HEATED, FOR MULTI-PRODUCT	12
12	MATERIAL SAFETY DATA SHEETS	12
13	CONTRACT ISSUANCE	12
14	PRODUCT SUBMITTALS	12
15	SITE DAMAGE	13
16	DAMAGE	13
17	ENGLISH SPEAKING REQUIREMENT	13
17.1	Interpreter	13
17.2	Termination of Contract	13
18	VENDOR USE OF PREMISES	13
END OF SECTION III		13
PART IV– FORM OF PROPOSAL		1
1	PRICE PROPOSAL	1
1.1	VENDOR AGREEMENT	1
1.2	COSTS DECLARATION	1
1.3	PROPOSAL/COSTS/PRICES	2
1.4	DAMAGES	3
1.5	WITHDRAWAL OF SOLICITATION	3
1.6	CONDITIONAL BIDS/PROPOSALS	3
1.7	METHOD OF AWARD	3
1.8	ALTERNATES – NOT USED	3
1.9	PROJECT SCHEDULES AND LIQUIDATED DAMAGES	3
1.10	MBEUA	3
1.11	BID BOND	3
1.12	ADDENDA	3
1.13	CONTRACT	3
1.14	WARRANTY TO THE LUMP SUM	4
THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION		11

PART I: TERMS AND CONDITIONS

1 AN INVITATION TO BID

1.1 Invitation

Deweyville Independent School District (DISD) invites all interested and qualified vendors to bid on all proposals in accordance with directions available in the Administration office, 43200 Hwy 87 S Orange, TX 77632.

1.2 Advertising

In accordance with State law, all bids having a potential award value of \$15,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.

1.3 Clarifications

For the purpose and clarity of this document only, "DISD" will mean Deweyville Independent School District. Also, for the purpose and clarity of this document the word "Vendor" will mean any reliable and interested broker, vendor, Vendor and/or manufacturer who want to bid this contract

1.4 Authorized Dealers

Only authorized dealers may bid on requested equipment. At the discretion of DISD, a certificate, executed by the manufacturer, may be requested stating that the vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

1.5 Intent of Specifications

These specifications are intended to cover the various types of purchases of equipment, materials, supplies for Deweyville Elementary School.

1.6 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.

1.7 Individual, Group or Aggregate Bidding

Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the DISD. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.

1.8 Receipt of Bids

DISD shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Administration Office at the above address where they will be opened and publicly read at a stated time. Bids must be delivered and clearly marked on the outside: Name of Vendor, Due Date and Time, Bid Number and Bid Title.

1.9 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 Business Office. (Refer to Part II, Specifications - - General Requirements)

1.10 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 DISD a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

1.11 Working Drawings

The successful vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to DISD, which provide sufficient data to enable DISD to judge the vendor's compliance with the specifications.

1.12 Multi- Agency Procurement

DISD reserves the right to extend the terms and conditions of this bid to any and all other agencies within the State of Texas that require such commodities or services.

1.13 Purchase & Payment Transactions

All purchase and payment transactions will be made directly between the vendor and the requesting entity. DISD assumes no obligations on behalf of any other agency.

2 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

2.1 Proposal Submission

Vendor must submit one (1) original, with original signatures, of their proposal using DISD proposal forms, unless otherwise directed. 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.

2.2 Returning Bids

Signed bids should be returned in a sealed envelope. DISD 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.

2.2.1 Bid Identification and Mailing

Each bid must show the full business address, telephone number, and fax number of the vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the vendor or vendor to the contrary.

2.2.2 Partnership Bids

Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

2.2.3 Corporation Bids

Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his or her authority to do so.

2.3 **Certificates, Affidavits and Acknowledgements**

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 DISD as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Non-Collusion Affidavit, Debarment Certificate, Sales Tax Certification, Minority Vendor Status, Acknowledgement of Addenda and when applicable, Asbestos Free Certification.

2.4 **Bid Opening**

2.4.1 Bid-Posting Sheet Availability

At the public opening of the bids, the vendor's names will be read.

2.4.2 Proposal Review

Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. DISD reserves the right to review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Trustees of DISD.

2.4.3 Award Availability

The recommended award will be available in the Administration Office after the completed evaluation.

2.4.4 Review of Bid Documents

Proposals will be available for review by the general public after Award of Contract by the DISD Board of Trustees. Upon acceptance and approval of the bid(s) by the Board of Education, a binding contract shall be established between DISD and the vendor(s). Vendors may contact the Administration office to arrange a date and time to review bid documents.

2.5 Bid Preparation Fees

DISD will not be responsible for any costs incurred by a vendor in preparing and submitting a proposal in response to this bid request.

3 BONDING

3.1 Bid Bond

Bid Bonds may be required. Refer to Part II Specifications.

3.2 Performance Bonds/Payment Bonds

Performance Bonds and/or payment bonds are required on all bids meeting the following conditions. The successful vendor(s) of this contract may be required to submit either one or both of the following two (2) bonds to the Business Office within ten (10) days of receipt of the Notice of Award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the vendor(s) in all instances. Bonds shall be made out in the name of the "**DISD**". They shall be provided to the **Business Office, Contracting Assistant, 1940 G Greenspring Drive, Timonium, MD 21093.**

3.2.1 Performance Bond

Performance Bond shall be required for contracts and/or awards over \$30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.

3.2.2 Payment Bond

Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.

3.3 Bond Approval

3.3.1 Circular 570 Listing

Bonds must be approved by surety companies, which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011.

3.3.2 Not Listed in Circular 570

If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company,

and resubmit it to the Business Office within ten (10) working days after the contract.

3.4 Purchase Order

Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.

4 COMPLIANCE WITH SPECIFICATIONS

4.1 Compliance with Intent of Specifications

The vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Controller, Division of Business Services.

4.2 Minimum Requirements

Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

4.3 Governing Specifications

Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

4.4 Governing Mandate(s)

Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

4.5 Specification Conflicts

In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5 DEVIATIONS TO SPECIFICATIONS

Any deviation from the specifications must be noted in detail by the vendor, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the vendor strictly accountable to DISD to the specification as written. Any deviation by the vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

6 BID PRICES

6.1 Withdrawal of Bid

Any vendor may withdraw his bid submission prior to the bid opening date and time specified. After this date and time, DISD has a period of 120 days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the vendor agrees to retain all prices and requirements of the bid until the completion of the contract period.

6.2 Unit Prices

Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.

6.3 Price Submission and NO BID Notation

All unit prices on items bid shall be completed on the proposal sheet(s). A notation of "NO BID" must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.

6.4 Delivery Charges

All prices bid shall include all delivery charges.

6.5 Discounts

Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, ARE TO BE INCLUDED IN BID PRICE.

6.6 Price Reductions

DISD reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty-(30) days after award of contract.

6.7 Taxes

6.7.1 Exempt Status

TAXES: DISD is exempt from the payment of the Texas Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request.

6.7.2 Exempt Number

The DISD Tax Exempt Number is 32039379089
The DISD EIN is 74-1536477

7 SAMPLES, CATALOGS AND CATALOG CUTS

7.1 Tagged Sample

Upon request, each vendor shall submit a properly tagged sample before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample and the bid number.

7.2 Responsibility for Samples

DISD will not be responsible for any samples not picked up within 30 days of the notification of vendors to do so. Samples may be retained by DISD until vendors are notified to remove them. Vendors agree that DISD will incur no liability for samples that are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.

7.3 Descriptive Data

Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.

7.4 Failure to Submit

Failure to submit the above information is sufficient grounds for rejection of the bid.

8 BIDDING PROCEDURE AND BID AWARDS

8.1 Award

The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.

8.2 Bid Calculation/Re-calculation

Wherever DISD indicates the unit of measure required for bidding purposes, DISD 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 DISD, the Manager, Business Office may have the option and latitude to recalculate the bids.

8.3 Escalator Clauses

DISD will not accept any proposals with vendor escalator clauses, unbalanced figures or irregular features.

8.4 Evaluation for Compliance

While these specifications are intended to describe the principal 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 judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.

8.5 Rejecting Proposals/Bids

DISD reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive vendor with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the vendor and the ability of the vendor to perform satisfactorily.

8.6 Tie Bids

In the event of tie bids, where all other factors such as past performance on purchases/contracts or vendor's service or delivery record are considered comparable, the award(s) shall be made to one of the tie vendors in the following order of preference: the

Newton County based Minority and/or Small Business vendor, the Newton County based vendor, the out-of-county but Texas based Minority and/or Small Business vendor, the out of county but Texas based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Vendor(s) or seek a geographical, proportional, or divided award of contract whichever is in the best interest of the school system.

8.7 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.

8.8 Term of Contract

The vendor shall refer to "Part II - Specifications" for details regarding the Term of Contract for this bid.

8.9 Recommendation and Notification

Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Trustees of DISD 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 DISD contract document shall also be issued.

8.10 Americans with Disabilities Act

8.10.1 Arrangements

The Business Office routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective vendor has special needs, the vendor shall contact the Business Office at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.

9 ANNULMENTS AND RESERVATIONS

9.1 Bid Rejection

DISD 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 DISD shall so require.

9.2 DISD Reserved Rights

DISD reserves the right to order the said equipment, materials, supplies, or services as described within the specifications, and also reserves the right not to order any items(s) within the specification.

9.3 Contract Annulment

DISD 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 DISD, 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 DISD to damages for the breach of any covenant of the contract by the Award Vendor(s).

9.4 Compliance Failure and Open Market Purchasing

Should the Award Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, DISD reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Vendor(s).

9.5 Compliance Failure and Circumstances Beyond Control

Should the Award Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, DISD reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10 APPEAL PROCESS

10.1 Intent

The DISD Business Office intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any vendor objecting to the recommendation for award or award of contract may appeal the action to the Business Office by formally notifying the designated Business Manager no later than seven days after the basis for appeal is known. The vendor shall have an opportunity to meet with the Business Manager to present the issues. The Business Manager shall issue a formal written response to the appeal in a timely manner.

10.1.1 Appealing Recommendation of Award

For an appeal of recommendation of award of contract, the decision of the Business Manager shall be reviewed by the Manager, Business Office. The Manager, Business Office may approve, modify, or disapprove the decision of the Business Manager. In disapproving the decision, the appeal will be remanded to the Business Manager for resolution. In all other cases, the decision of the Manager, Business Office is the final action by DISD. The decision shall include a statement of the decision, with supporting material. Vendors receiving a decision on an appeal of recommendation of award shall forfeit the right to continue the appeal process of the award of contract.

10.1.2 Appealing Award of Contract

In the event a vendor determines cause to appeal an award of contract, which has been approved by the Board, said action must be filed in writing to the Business Manager. This action shall occur not later than seven days from the date of award of contract. The Business Manager reserves the right to meet with the Vendor as part of the appeal investigation. A formal written decision will be issued by the Business Manager in a timely manner.

10.1.3 Procedures to Appeal Award of Contract

Should the Vendor(s) wish to pursue the "appeal of award of contract" further administrative procedures have been established for such action, which will be outlined at the time of the event.

10.1.4 Appeal of Termination for Non-Appropriation of Funds

Appeal of Termination for Non-Appropriation of Funds or for loss of Appropriated Funds: **NONE**

10.1.5 Appeal Costs

Any costs incurred in the appeal process will be borne by the vendor(s) in all instances.

11 DELIVERY REQUIREMENTS

11.1 FOB Destination

All materials, supplies, and equipment for DISD shall be delivered FOB, Destination. See Part I: TERMS AND CONDITIONS; Specifications, section 6, "Bid Prices" and section 14 "Billing and Payment Discounts".

11.2 Delivery Time(s) - Schools

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.

11.3 Delivery Location(s) and Special Instructions

All deliveries shall be made inside school, warehouse and office buildings. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.

11.4 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.

11.5 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.

11.6 Packing

11.6.1 Packaging

All materials must be securely packed in accordance with accepted trade practices.

11.6.2 Marking

DISD purchase order number must be plainly visible on the exterior of each container.

11.6.3 Packing Slip/Delivery 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.

12 INSPECTIONS

12.1 Inspectors and Inspections

The Coordinator of Purchasing/Business Manager reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by DISD. All expenses of the inspectors shall be borne by DISD.

12.2 Responsibility for Faulty Workmanship

The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors of responsibility for faulty workmanship of materials, which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for DISD, every facility shall be afforded inspectors by the manufacturers for the prosecution of their work.

13 GUARANTEE AND WARRANTIES

13.1 Unconditional Guarantee

The vendor shall unconditionally guarantee the materials and workmanship of all furniture and equipment furnished by them for a period of one year from the date of acceptance, i.e., delivery and installation.

13.1.1 Furniture and Equipment

If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of DISD 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 DISD. These repairs and/or replacement shall be made at such times as will be designated by DISD to avoid any interruption to the instructional programs.

13.1.2 Office Equipment

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 office equipment cannot be repaired within three working days.

13.2 Other Guarantees

Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.

13.3 Vendor as Manufacturer's Agent

The vendor must act as the manufacturer's agent for all warranty claims.

14 BILLING AND PAYMENT DISCOUNTS

14.1 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.

Invoice Mailing Address:
Deweyville Independent School District
PO Box 408
Deweyville, TX 77614

14.2 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 DISD Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.

14.3 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.

14.4 Freight

DISD will not pay freight bills. Delivery shall be FOB, to the destination(s) as noted on Purchase Order.

15 LAWS, REGULATIONS AND PERMITS

15.1 Compliance – Laws and Ordinances

The vendor shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits, which may be required.

15.2 Compliance – Safety Standards

The vendor shall comply with the national safety standards as detailed in Section 17.

15.3 Certification of Non-Discrimination

The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

16 INSURANCE

16.1 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:

16.1.1 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.

16.1.2 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.

16.1.3 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.

16.1.4 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.

16.1.5 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.

16.1.6 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

16.1.7 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.)

16.1.8 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.

16.1.9 Underwriter(s) Qualification(s)

All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland 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 Maryland.

16.2 Certificates of Insurance

16.2.1 The Certificate(s)

Certificates of insurance shall be made out in the name of the "**DISD**". The notification of any change in status of the insurance shall be provided to the Contracting Assistant, 1940 G Greenspring Drive, Timonium, MD 21093.

16.2.2 To the Attention

Send or have delivered all certificates of insurance, to the attention of:

**Baltimore County Public Schools
Patricia Onheiser, Purchasing/Contracting Assistant
1940 Greenspring Drive, Suite G
Timonium, MD 21093**

16.2.3 Additional Named Insured

The Insurance Certificate must name the "**DISD**" as the "additional insured".

16.2.4 Cancellation

The Certificates of Insurance cancellation notice shall read:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail **thirty (30) days in advance of the cancellation date** notice to the certificate holder."

NOTE: ALL other wording shall be deleted.

16.3 Failure to Execute

If Award Vendor fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, DISD may exercise its right to rescind the award and award to the next lowest, responsive and responsible vendor. Failure to provide required documents may also result in forfeiture of any security deposit submitted [where applicable], as liquidated damages for such failure or refusal.

16.4 Cost

The cost of Insurance shall be included in the part(s) and material(s) cost.

17 SAFETY REQUIREMENTS

17.1 Required Regulations

The vendor/vendor shall provide all equipment and machinery furnished and delivered to DISD complying with the Safety Regulations as required by OSHA.

18 SUB-VENDORS

18.1 Identifying a Sub-Vendor

The Award Vendor(s) shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of Purchasing Manager. The Award Vendor(s) shall provide the name of the sub-Vendor(s) he intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or Business Manager/Manager. The information may be used in considering the potential performance capabilities of the sub-Vendor(s).

18.2 Written Consent

The Award Vendor(s) shall not, without prior written consent of DISD, assign any of the moneys payable under the contract.

19 LIQUIDATED DAMAGES

In the event the Award Vendor(s) fails to deliver the goods or services of the contract in accordance with the specifications, DISD reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of DISD. All additional expenses incurred by DISD as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

20 TERMINATION OF CONTRACT

20.1 Termination for Non-Appropriation of Funds

DISD may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. DISD shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

20.2 Termination for Default

Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of DISD. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.

20.3 Termination for Convenience

Termination for Convenience: DISD has the right to withdraw from the terms of the contract, without showing cause, by providing sixty-(60) calendar days written notice to the vendor. DISD shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The Award Vendor agrees that the Award Vendor does not have a right to termination for convenience.

20.4 Right to Withdraw

20.4.1 Participating Jurisdictions

Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing sixty-(60) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

20.4.2 Contract Language

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

21 GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Baltimore County, Maryland

22 ADDENDA

22.1 Changes to Specifications

All changes to the bid specification will be made through the appropriate addenda issued from the Business Office.

22.2 Addenda Availability

Addenda will be available to all who are known by the Business Office to have received a completed set of Bid Documents.

22.3 Addenda Copies

Copies of Addenda will be made available for inspection wherever Bid Documents are on file.

22.4 Addenda Issuance

No Addenda will be issued later than **four (4)** days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one, which postpones the date for receipt of Bids.

22.5 Addenda Receipt & Acknowledgement

Each Vendor shall ascertain prior to submitting a Bid that they have received all Addendum issued and the Vendor shall acknowledge their receipt on the Addenda Acknowledge of Addenda Form. The Addenda Acknowledgement Form shall be completed and returned in duplicate with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid.

23 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.

24 LIMITED LIABILITY

The DISD is subject to the provisions of Md. Code Ann., Educ. '4-105 and Md. Code Ann., Cts. & Jud. Proc. '5-518 limiting liability to \$100,000.00. Pursuant to the provisions of the aforementioned statutes, the DISD is a member of the Maryland Association of Boards of Education Group Insurance Pool for comprehensive liability coverage to \$100,000.00.

25 CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL

25.1 Compliance with Ethics Policies Expectation

In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the DISD has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All vendors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

25.2 Policy Review

All vendors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.

25.3 Questions/Interpretations

All vendors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

26 MULTI-AGENCY PARTICIPATION

26.1 Extending Terms and Conditions

DISD reserves the right to extend the terms and conditions of this bid to any and all other agencies within the state of Maryland that require these commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. This shall include private schools, parochial schools, and/or state, community, and private colleges located within the state of Texas, as well as, other state agencies.

26.2 Separate Contracts

Each participating jurisdiction or agency shall enter into its own contract with the Award Vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Vendor. DISD does not assume any responsibility other than to obtain pricing for the specifications provided.

27 INCLEMENT WEATHER

27.1 Bid Opening

If DISD 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 DISD schools are open.**

END OF PART I

PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

(If there is a discrepancy between specifications of Part I: General Terms and Conditions **and** Part II: Specifications--General Requirements: **Part II Specifications shall prevail**)

1 GENERAL SCOPE & SERVICES

1.1 Offer

This solicitation and the specifications that follow are being offered by Deweyville Independent School District, Business Office to qualify and select a vendor to provide Kitchen Equipment.

1.2 Vendor Responsibilities

The Award Vendor shall be responsible for providing all equipment associated parts and materials required, and provide the necessary supervision to accomplish provision and delivery as required. In the event any item(s) is not specified, but is required, the vendor must include these items at the agreed upon cost.

1.3 Type of Contract/Acquisition of Materials

This is a Firm Fixed Price (FFP) contract. This solicitation, specifications, attachments and subsequent addenda (if issued), will serve to define, describe and explain the equipment required. It will serve as the source document for services for the term of the contract. The DISD bases the equipment intended for purchase upon future needs of the system and pending allocation of funds and approval of award. DISD reserves the right to purchase as may be required during the contract period, and reserves the right to not purchase any of the equipment identified in this solicitation. **To aid in bid preparation, DISD anticipates the total estimated expenditure for all of the Kitchen Equipment to be approximately \$50,000.00.** This figure may change drastically based upon the needs of the system. DISD does not guarantee that this dollar amount will be met or exceeded, nor can DISD guarantee any minimum dollar amount to an Award Vendor.

1.4 Safety Efforts

Every effort is to be made to insure the safety of all individuals in the delivery of parts/materials. All work to include deliveries is to be handled in complete compliance with OSHA requirements and all current county and state codes.

1.5 Funding Contingency

The purchase of this equipment is pending approval and allocation of funds by the Board of Education. DISD 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.

1.6 Vendor Obligations

By the time of the opening of proposal/bids, each vendor will be presumed to have read and be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any vendor to receive or examine any form, instrument, or document, shall in no way relieve the vendor from any obligation in respect to this bid.

1.7 Omissions, Errors, Conflicts or Discrepancies

Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the DISD Business Manager and/or the Business Office, immediately.

1.8 **Proposal Submission**

All proposals shall be submitted in duplicate on the proposal forms provided by DISD. All blank spaces shall be filled in, in ink and properly signed.

1.9 **Withdrawal and Price Hold**

This bid may be withdrawn at any time prior to the actual opening of the bids. The Vendors agree to hold their prices, under the same terms and conditions, for a period of ninety-days (90) from the date of the bid opening.

1.10 **Material Approval**

DISD Office of Food and Nutrition Services must approve all equipment [and parts/materials] received. DISD reserves the right of final approval of all items received. If the items received are not acceptable, the Award Vendor will be called in to review and correct all problems/issues/concerns without additional cost to DISD. Any replacements necessary will be provided in accordance with a jointly agreed upon schedule. **DISD will inspect all equipment, parts, hardware and materials received prior to use or distribution.**

1.11 **Bid Submission**

Return all bids to DISD, Business Office, 43200 Hwy 87 S Orange, TX 77632

2 **INCORPORATION OF TECHNICAL SPECIFICATIONS AND DRAWINGS**

2.1 **Specifications**

The Manufacturer's Technical Specifications, including all referenced specifications within these specifications, is incorporated into the contraction, and are hereby made a part of the contract document.

2.2 **Bid Document Order of Precedence**

When there is any discrepancy between drawings and specifications, drawings shall govern. Bidders should seek clarification of any discrepancies prior to bidding.

The following lists the sections of the bid document in order of precedence, first to last:

- 2.2.1 Drawings
- 2.2.2 Part III Technical Specifications;
- 2.2.3 Part II: Specifications;
- 2.2.4 Part I: General Terms and Conditions.

3 **DISCREPANCIES IN SPECIFICATIONS**

3.1 **Notification**

Any vendor who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Business Manager at the above address in writing within ten (10) days before the scheduled opening of bids. Exceptions taken do not obligate the Business Manager to change the specifications. The Business Manager will notify all vendors in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.

3.2 Official Correspondence

All official correspondence concerning the specifications should be directed to and will be issued by the Business Manager. The Business Manager will assume no responsibility for oral instructions or suggestions.

4 QUALIFICATION(S) 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 DISD, and not necessarily industry standards, will not be considered.

4.2 References

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

4.3 Review of Prior DISD History

In determining the qualifications of a vendor, DISD will consider the vendor's record and performance of any prior contracts with DISD. Failure of a Vendor to successfully complete a contract for DISD, or failure of a Vendor to complete a contract for DISD on time, is just reason for rejection of their bid.

4.4 Investigation(s)

DISD may conduct any necessary investigation to determine the ability of the vendor to provide the materials listed in the respective catalogs, and the vendor shall furnish to DISD all such information and data requested. DISD reserves the right to reject any proposal if the evidence submitted by the vendor or investigation of such vendor fails to satisfy DISD that such vendor is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Conditional proposals will not be accepted.

4.5 Bid Rejection

Failure of a Vendor to successfully complete a contract or to complete a contract on time with any Federal departments or agencies, or with other public bodies, is just reason for rejection of the bid.

4.6 Proposal Rejection

DISD expressly reserves the right to reject the proposal of any vendors that, in the opinion of DISD, has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subVendors, material suppliers, or employees.

4.7 Vendor Rejection

Consideration will be given to any previous performance with DISD as to the quality and the acceptability of vendor's services. A vendor may be rejected as non-responsible if that vendor has not satisfactorily completed any contract for DISD. Unsatisfactory performance shall include, but not be limited to any one or more of the following:

4.7.1 Failure to Submit Required Documents

On a previous and/or current bid/project, the Vendor failed to provide all necessary paper work as may be required or scheduled.

4.7.2 Failure to Meet Delivery Schedules

On a previous and/or current bid/project, the Vendor failed to deliver on the date scheduled without having applied for and having received an extension of this date from DISD. This shall include failure of the Award Vendor to provide all required parts and/or materials in a timely manner.

4.7.3 Failure to Provide Supervision

On a previous and/or current bid/project, the Vendor failed to provide proper supervision at a delivery site at all times. This individual shall be properly knowledgeable and experienced at supervising work of similar scope and have the authority to properly direct all work by all disciplines.

4.7.4 Failure to Provide Trained Employees

On a previous and/or current bid/project, the Vendor failed to provide properly trained individuals who conduct themselves in a professional manner. This will also include uniforms, clothing, conversations, and actions at the site.

4.7.5 Failure to Complete All Work

On a previous and/or current bid/project, the Vendor failed to deliver a complete order as defined in the Solicitation and/or Contract Documents or to meet and/or exceed the specifications without having to be instructed to make corrections repeatedly.

4.7.6 Failure to Complete Work On time

On a previous and/or current bid/project, the Vendor failed to have materials available and delivered by the date scheduled (without having applied for and received an extension of this date from DISD, or, due to an unforeseen excessive amount of inclement weather.)

4.7.7 Failure to Use Assistance/Sub-Vendor or Schedule Work

On a previous and/or current bid/project the Vendor failed to make use of the available assistance [i.e., sub-Vendors] where use of assistance

would have resulted in work meeting and/or exceeding the expectations. Failure to schedule work appropriately and/or, an inability to schedule their work to expedite the delivery of any given item may result in Vendor's rejection. Note: The use of sub-Vendors, without prior written consent [from DISD] is reason for termination of the contract immediately for cause.

4.7.8 Failure to Protect DISD Interests

On a previous and/or current bid/project, the Vendor failed to properly protect DISD' property, employees, students, and/or the public.

4.7.9 Failure to Exercise a Contract

On a previous and/or current bid/project, the Vendor failed to enter into a contractual agreement upon recommendation of award.

4.7.10 Failure to Complete a Project

On a previous and/or current bid/project, the Vendor failed to provide and deliver materials without having to execute a change order; other than one that changed the scope of work.

4.7.11 Other

Other criteria as determined to be of importance to DISD for proper contract execution.

4.8 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.

4.9 Vendor Point of Contact/Delivery Personnel

Award Vendor is to provide the name of their primary point(s)-of-contact on this contract with their proposal. At a minimum, the Vendor point of contact and/or delivery personnel "shall **fluently speak and understand English**."

5 INSPECTION(S) OF SITE / JOB CONDITIONS

To aid Bidders with formulation of pricing associated with this solicitation all Bidders are invited to visually inspect the project site. Site visits shall be coordinated as follows:

5.1 Site Visit

Each bidder shall visit the site and become familiar with the local site conditions under which the Work is to be performed. Each bidder represents and warrants for himself, and any relevant SubVendors he intends to employ on the Project, that he has observed and assessed the complete nature of the Work set out in the plans and specifications, that he has had opportunity to inquire about site conditions including public rights-of-ways and areas adjacent to the site which might affect the Work, and that he has prepared his proposal with requisite understanding of the Project and site conditions.

5.2 Bidder Obligation

Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to complete the contemplated Work for the consideration set forth in his bid.

5.2.1 Checking Actual Dimensions

Visit the job site to field check actual wall dimensions and roughing-in and shall be responsible for fabricating and installing the equipment in accordance with the available space and utility services, as they exist on the job site.

5.2.2 Conveyance to Location

Check, all door openings, passageways, elevators, etc., to be sure, that the equipment can be conveyed to its proper location within the building and if necessary, check the possibility of holding wall erection, placement of doorjambes, windows, etc. for the purpose of moving the equipment to its proper location with the General Vendor. Any removal and rebuilding of walls, partitions, doorjambes, etc. necessary to place the equipment, or if caused by incorrect information on the Vendor's drawings, shall be done at the expense of the VENDOR, at no additional cost to the Owner.

5.2.3 Discrepancy Notification

Notify the Consultant and Owner before fabrication of equipment of any discrepancies between plans and specifications and actual conditions on the job.

5.2.4 Rough-Ins

Before finished floors, walls, and/or ceilings are in place, physically check the location of all "rough-ins" at the job site. Report discrepancies i

5.2.5 Changes After Fabrication Begins

Any changes required after fabrication has been started to ensure equipment accurately fitting the space as it exists and conforming to actual field dimensions on the job shall be made at no additional cost to the Owner.

5.2.6 Hoisting Equipment

If special hoisting equipment and operators are required, include such cost as part of the bid for this work.

5.3 Coordinating Site Visit

5.3.1 Scheduling Site Visit

Schedule an appointment Rachael Bussell

rbussell@deweyvilleisd.com

5.3.2 Sign-In

On the day of appointment, you must sign in at the office. An escort will be provided.

5.3.3 Site Information

Deweyville Elementary
43200 Hwy 87 S
Orange, TX 77632

6 BONDING AND INSURANCE

6.1 Bid Bond

A BID BOND WILL NOT BE REQUIRED FOR THIS SOLICITATIONS/CONTRACT

6.2 Performance and Payment Bond

A PERFORMANCE OR PAYMENT BOND WILL NOT BE REQUIRED FOR THIS CONTRACT

7 Insurance

The Vendor shall be required to provide insurance as specified within Item 16 INSURANCE of Part I: Terms and Conditions. The Vendor shall maintain the insurance coverage as required by the Board while this agreement is in force, and provide documentation of such insurance in a form satisfactory to the Board.

8 MINORITY BUSINESS/SMALL BUSINESS ENTERPRISE GOALS

8.1 Minority Business Enterprises (MBE)/Small Business Enterprises (SBE) Encouraged

Certified Minority Business Enterprises and Small Businesses Enterprises are encouraged to respond to this solicitation notice.

8.2 SBE/MBE Goal

It is the intent of DISD to achieve a minimum of fourteen percent (14%) of the total dollar value of the contract(s) resulting from this solicitation to be made to a Small Business and/or a Certified Minority Business Enterprises either directly or indirectly. The Vendor or supplier who provides materials, supplies, equipment, and/or services for this contract shall attempt to achieve the result that a minimum of 14% of the total contract value is made directly or indirectly to a SBE and/or MBE. The vendor agrees to make a good faith effort to achieve this goal with certified minority business enterprises evidence by their completion and submission of the Minority Business Enterprise Utilization Affidavit.

8.3 MBE Utilization Affidavit

The Vendor shall submit the completed, notarized Minority Business Enterprise Utilization Affidavit with the bid proposal; failure to submit this Affidavit with your bid/proposal may result in the bid being determined non-responsive. The apparent low vendor shall submit additional minority business enterprise material and supporting data that is specified in the bid documents within ten (10) working days after notification that the firm is the apparent low vendor.

8.4 Definitions

8.4.1 Minority Business:

Any legal entity, except a joint venture, organized to engage in commercial transactions and which is at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged including:

African Americans

Alaskan Native

American Indians

Asians

Hispanics

Women

Physically or Mentally Disabled Individuals; or

A non-profit entity organized to promote the interests of physically or mentally disabled individuals

8.4.2 Certified MBE

A Certified MBE is a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.

8.4.3 Small Business

A small business is defined as a business with fewer than fifty (50) employees that generate annual revenue less than ten million dollars (\$10,000,000.00). DISD reserves the right to request financial and/or tax documents to support SBE status.

8.5 Changing MBE Partners

In the event an Award Vendor decides to change MBE participating firms, the Award Vendor shall submit in writing the proposed change to the MBE Liaison for approval. All written submission must be delivered to the MBE Liaison forty-eight (48) hours in advance of proposed implementation of the change. Failure of the Award Vendor to provide required MBE participation information might result in termination of the contract.

9 BID SUBMISSION

9.1 Return of bids to:

Deweyville Independent School District
43200 Hwy 87 S
Orange, TX 77632

9.1.1 Marking Proposal

Bids must have the Bid Due Date and Time, vendor's name, and the above address on the **OUTSIDE** of the return envelope. Plainly print the words "**SEALED BID**" on the outside of the envelope to avoid premature opening of the bid.

9.1.2 Bid Delivery

All bids must be delivered to the above address by the specified due date and time. Bids returned to any other address will not be considered.

9.2 Documentation to Return with Proposal

Vendors are advised that they shall return ALL OF THE FOLLOWING with their "Proposal":

9.2.1 Price Proposal

Part IV, Pages 1 of 14 to 4 of 14 --- Complete, sign and return with bid.

9.2.2 Proposal Sheet

Part IV, Page 5 of 14 --- Complete, sign, and return with bid.

9.2.3 Small Business Enterprise Affidavit

Part IV, Page 6 of 14 --- If applicable, complete sign and return with bid.

9.2.4 State of Maryland Anti-Bribery Affidavit

Part IV, Page, Page 7 of 14 --- DISD receives funding from various sources. In order to maintain this funding, DISD must have the required affidavits on file with each bid. Complete, sign and return with bid.

9.2.5 State of Maryland Tax Certification

Part IV, Page 8 of 14 --- DISD receives funding from various sources. In order to maintain this funding, DISD must have the required affidavits on file with each bid. Complete, sign and return with bid.

9.2.6 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Part IV, Page 9 of 14 --- DISD receives funding from various sources. In order to maintain this funding, DISD must have the required affidavits on file with each bid. Complete, sign and return with bid.

9.2.7 Acknowledgement of Addenda

Part IV, Page 10 of 14 --- Vendors are reminded that the "Addenda" page should be completed and returned whether or not an actual addenda page was issued for this bid. Complete, sign and return with bid.

9.2.8 Small/Minority Business Utilization Affidavit

Part IV, Pages 11 of 14 --- Complete, sign, notarize and return with bid.

9.2.9 References

Part IV, Page 12 of 14 --- Complete, sign and return with bid

9.2.10 Board of Directors - Diversity Affidavit

Part IV, Page 13 of 14 --- Sign and return with bid.

9.2.11 No Bid Sheet

Part IV, Page 14 of 14 --- This page should be returned if you are not participating in the bid.

9.2.12 Vendor Point of Contact

Vendors should indicate/provide the name and contact information on their point of contact for this contract.

9.2.13 Bond(s)

Bid Bond, provide as specified.

9.2.14 All Other Documentation

All other information and/or forms and/or affidavits specified in this Solicitation and/or Addenda issued.

9.3 Proposal/Bid Submission

All proposals shall be submitted in duplicate, an original and one copy. The "copy" shall include copies of all forms, affidavits, and bonds.

10 TERM OF CONTRACT

The contracted will be awarded for the purchase of the equipment identified and for the term necessary to receive all of the equipment. Equipment delivery will commence per the Purchase order instructions.

11 PROPOSED PRICING

Prices/Costs proposed shall remain firm for at least ninety-(90) days after bid opening.

12 ADDENDA AND/OR EXPLANATION OF BID SPECIFICATIONS

12.1 Changes

All changes to the bid specifications will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all vendors who pick up a copy of the bid. Addenda will be issued at least five (5) business days prior to the date fixed for the opening of bids, unless the addendum issued extends the due date of the bid.

12.2 Verification of Receipt of Addenda

It is the vendor's responsibility to verify receipt of all addenda. Failure of any vendor to receive any addenda or interpretation shall not relieve that vendor from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

13 AWARD OF CONTRACT

13.1 Method of Award

Award will be made on an AGGREGATE BASIS to the responsive and responsible vendor offering the most favorable prices for ALL of the equipment identified.

13.2 Demonstrated Ability to Perform

Time is of the essence. Submission of the bid shall mean that the Vendor can provide all equipment associated parts and materials as specified within the specified period. The successful vendor must be able to document their ability to provide the equipments required, provide quality materials, and be able to guarantee delivery on time.

13.3 Non-Guarantee

DISD does not guarantee that all or any equipment will be purchases and reserves the right to reject all bids and to re-bid this equipment at its discretion.

13.4 Proposal/Bid Rejection

DISD reserves the right to reject any proposal/bid if the evidence submitted by a vendor, or from the investigation of such vendor, fails to satisfy DISD.

13.5 Consideration

Consideration will be given to any previous performance with DISD as to the quality and the acceptability of the vendor's services. A vendor may be rejected as non-responsive if that vendor has not satisfactorily accomplished contract requirements for DISD.

14 BID OPENING

14.1 Names

At the bid opening the vendors' names will be read and posted.

14.2 Announcement of Award

Complete evaluation of the bids will not take place at the opening and no indication of award will be made at the opening. The recommended award will be available in the Business Office after the completed evaluation.

14.3 Bids Review

Bids will not be available for review by vendors at the bid opening. DISD 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 Business Office to set up a date and time for reviewing bid documents.

14.4 Bid Tabulations

Bid Tabulations will be completed in approximately two (2) weeks after opening. Bid Tabulations will be available to all who participate in the procurement as an attachment to their copy of the award vendors letter of intent to award. Vendors who do not participate in the procurement of this equipment may request a copy of the bid tabulation after Board approval.

15 WAIVER OF JURY TRIAL

The Vendor and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Vendor and the Board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of the agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

16 INQUIRIES

16.1 When and How

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any vendor orally. To be given consideration, inquiries must be received at least five (5) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion. The bid number must be referenced on all correspondence.

All written inquiries [to either of the individuals listed below] must also be forwarded to or copied to Janae Welch

16.2 Inquiries Regarding the Solicitation

Any inquiries regarding the "SOLICITATION" and/or in this bid shall be **IN WRITING** to Janae Welch. Inquiries shall e-mail to jwelch@deweyvilleisd.com and **not called** into the office or left in the form of a telephone message.

16.3 Inquiries Regarding the Technical Specifications

Any inquiries regarding the "TECHNICAL SPECIFICATIONS" and/or in this bid shall be **IN WRITING** to Rachael Bussell. Inquiries e-mail to rbussell@deweyvilleisd.com and **not called** into the office or left in the form of a telephone message.

17 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

DISD requires an Award Vendor that has an employee making deliveries that does not speak English to have a full time interpreter that is fluent in speaking and understanding that employee's native language.

Failure of an Award Vendor to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

18 Delay Damages & Liquidated Damages

18.1 Daily Fees

DISD will exercise delay fees of \$500 per day for incomplete work for each business day beyond the completion date specified. DISD will grant an extension to the contract only if the Award Vendor is demonstrating a good faith effort to complete the work. A written request for an extension must be submitted at least seven (7) calendar days prior to the completion date.

18.2 Liquidated Damages

In addition to the delay damages, the Award Vendor may be subject to liquidated damages resulting from failure to have the project completed on schedule.

19 EQUIPMENT DELIVERY

Delivery of equipment and other materials must be done with the Award Vendor present. Equipment [parts/materials] shall not be delivered prior to the agreed upon schedule, unless approved by the Office of Food and Nutrition Services.

19.1 Work Hours

The normal hours for the delivery of parts and materials is Monday through Friday; 7:00 AM to 3:30 PM.

19.2 Non-Normal Work Hours

NO EQUIPMENT WILL BE DELIVERED DURING NON-NORMAL WORK HOURS UNLESS OTHERWISE ARRANGED BY DISD PERSONNEL.

19.3 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 DISD.

19.4 Delivery Tickets

Delivery Tickets must be signed by a DISD employee

19.5 DISD Employee Identification

The Award Vendor is required to request DISD employee identification for signatures of receipt confirming delivery.

19.6 Costing Delivery

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.

19.7 Clean -Up

The Award Vendor is responsible for all clean-up related to their work. The custodial staff is not responsible for cleaning debris left by the Award Vendor.

19.8 Maintaining the Schedule

The Award Vendor shall adhere to the dates outlined in the delivery schedule during the course of this contract. If these dates are not met, DISD may terminate the contract for cause.

19.9 Schedule

The Award Vendor must confer with DISD representative (identified) and agree on delivery timeframes.

If timeframes are not adhered to, the Award Vendor may be considered in imminent Breach of Contract.

19.9.1 Monitoring Delivery Progress

DISD will monitor the progress of the work and will meet and confer with the Award Vendor to determine whether or not they are on schedule. If DISD determines that the Award Vendor is not on or ahead of schedule:

19.9.1.1 Notification

The Award Vendor will be notified that they have fourteen (14) calendar days to expedite their work to get back on schedule;

19.9.1.2 Cessation of Payment

DISD will not make any further payments until the Award Vendor is back on schedule.

19.9.2 Notification after 14 Days

If at the end of fourteen (14) days, the Award Vendor is still not on schedule, they will be notified that they are in Breach of Contract and DISD will obtain the parts and materials on the open market. The Award Vendor agrees that DISD will deduct the amount charged by the alternate company (s) from any monies due or which may become due to the Award Vendor.

20 PAYMENTS

Payments shall be made in accordance with the Contract and/or Purchase Order between DISD and the Award Vendor.

21 WARRANTY

The Award Vendor warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The award Vendor agrees that any replacements and/or adjustments made necessary because of defects will

be made promptly, without any cost to the purchaser and to the satisfaction of DISD. **Vendor will honor and uphold all manufactures warranties.**

END OF PART II

PART III: SPECIFICATIONS / TECHNICAL SPECIFICATIONS

1 GENERAL SCOPE AND SERVICES

1.1 Scope of Work

Furnish all labor, materials, services, equipment and appliances required to provide and deliver all foodservice equipment hereinafter specified into the building, uncrate, assemble, hang, set-in-place, level, and completely install, inclusive of final utility connections.

1.2 Award Vendor's Responsibility

The Award Vendor shall furnish and be responsible for all materials, labor, equipment, tools, supplies, and supervision required for the provision and delivery of the equipment as identified in accordance with the particulars of this solicitation and the subsequent contract/Purchase Order. In the event any item(s) is not specified, but is needed, the Award Vendor must include these items.

1.3 Definitions

1.3.1 Kitchen Equipment Vendor

All references to the terms "Vendor", "Kitchen Equipment Vendor", or "VENDOR" in the specifications and/or on the drawings shall be defined to mean the Kitchen Equipment Vendor.

1.3.2 Owner

All references to the term "Owner" in the specifications and/or on the drawings shall be defined to mean the Owner or Owner's designated representative and the Foodservice Equipment Consultant.

1.3.3 "The VENDOR shall" "by the VENDOR"

The phrase "The VENDOR shall" or "by the VENDOR", as applicable, is understood to be included as a part of each sentence, paragraph or article of these specifications unless otherwise indicated or specified.

1.4 Quality Assurance

1.4.1 Qualification of Suppliers

Foodservice equipment suppliers shall submit satisfactory evidence of compliance with the following qualifications and conditions to be approved.

- ☐ Successful completion of jobs of comparable scope.
- ☐ Have manufacturer's authorization to distribute and install specified factory items of equipment.

- ❑ Maintain a permanent staff experienced in the installation of foodservice equipment and preparation of professional style rough-in drawings and brochures.
- ❑ Maintain or have access to fabrication shop meeting N.S.F. requirements. If other than foodservice equipment suppliers own fabrication shop, obtain Consultant approval of fabrication shop desired to be used.
- ❑ Maintain or have access to a readily available stock of repair and replacement parts, together with authorized service personnel.

1.5 Submittals

1.5.1 Equipment Brochures

1.5.1.1 Illustrations and Technical Data

Submit two (2) hardbound copies of manufacturer's illustrations and technical data for approval prior to procurement. All items of Standard Manufacture shall be submitted, including items purchased to be built into fabricated equipment. Each illustration shall be marked to accurately describe the item to be furnished as specified. Include all deviations from standard information (i.e., voltage, phase, load, etc.).

1.5.1.2 Information Sheet(s)

Include a separate information sheet ahead of each illustration sheet showing all service connection sizes, electrical requirements, loads, consumptions, and all accessories specified.

1.5.1.3 Schematic Drawings

Manufacturers suggested schematic drawings for connection of mechanical and electrical services for such items as booster heaters, disposers, or any other item of equipment that may require the same.

1.5.2 Operation and Maintenance Manuals

1.5.2.1 Bound Sets

Submit four (4) sets bound in hard covered book form for all mechanically operated equipment of standard manufacture. Include operating and cleaning/maintenance instructions, parts listing, recommended parts inventory listing and purchase source, copy of warranties, and similar applicable information.

1.5.2.2 Brochure(s)

Brochure covers shall bear the job name, date, and name of Vendor.

1.5.3 Manufacturer's List

The VENDOR shall submit in writing a list of all manufacturers' representatives of the food service equipment such as convection ovens, ranges, etc., and their authorized service agencies' addresses and telephone numbers; to be presented after submission of manufacture data.

1.6 Providing a Catalog

Vendors are not to provide any catalogs with their bid. Only the Award Vendors shall provide copies of the catalogs and /or cost listings.

2 PRODUCT DELIVERY, STORAGE AND HANDLING

2.1 Delivery

Equipment shall be delivered to the job site only after the building is weather-safe and vandal-safe.

2.2 Storage

Equipment shall be stored in an area convenient to the point of installation in such a way that it can be protected from the weather and job hazards.

2.3 Protection

Wrapping and protective coatings shall remain on all items until ready for use and in the case of stainless steel items, until installation is complete and the job is ready for cleaning.

2.4 Damage

All responsibility shall rest with the VENDOR for any damage or loss incurred prior to final acceptance. Such items as may be lost or damaged shall immediately be replaced or repaired to a new condition to the complete satisfaction of and at no additional cost to the Owner.

3 REGULATIONS

Except as otherwise indicated, each item of equipment shall comply with the latest current edition of the following standards as applicable to the manufacture, fabrication, and installation of the work in this section.

3.1 N.S.F Standards

N.S.F. Standards: Comply with National Sanitation Foundation Standards and criteria, and provide N.S.F. "Seal of Approval" on each manufactured item and major items of custom-fabricated work.

3.2 **U.L. Standards**

U.L. Standards: For electrical components and assemblies, provide either U.L. labeled products or, where no labeling service is available, provide a complete index of the components used as selected from the U.L. "Recognized Component Index".

3.3 **A.N.S.I Standards**

A.N.S.I. Standards: For gas-burning equipment, comply with A.N.S.I. Z21-Series standards. Comply with A.N.S.I. B57.1 for compressed gas cylinder connections and with applicable standards of the Compressed Gas Association for water connection air gaps and vacuum breakers.

3.4 **A.G.A.**

A.G.A.: All gas-fired equipment shall be A.G.A. Approved, equipped to operate on the type gas available at the job site and shall contain 100% automatic safety shut-off devices.

3.5 **N.F.P.A. Standards**

N.F.P.A. Standards: Comply with N.F.P.A. Bulletin 96 for exhaust systems and with N.F.P.A. Bulletins 17 and 96 for fire extinguishing systems.

3.6 **A.S.M.E. Code**

A.S.M.E. Code: Comply with A.S.M.E. boiler code requirements for steam generating and steam heated equipment. Provide A.S.M.E. inspection, stamps, and certification of registration with National Board.

3.7 **National Electric Code**

National Electric Code: Comply with N.E.C. Volume 5 for electrical wiring and devices included with foodservice equipment.

3.8 **All Authorities**

All authorities having jurisdiction over this type of equipment and/or installation.

3.9 **Governing Standard**

Where there exist two standards or codes for one type of work, the stricter method/standard shall govern.

4 **DISD PURCHASING RIGHTS**

DISD reserves the right to purchase any kitchen equipment [and/or associated supplies and materials] from outside of this specification in the event that the items cannot be supplied from the award vendor or are not available from the vendor within the required delivery time.

5 **CHANGES IN THE WORK**

The Owner reserves the right to require reasonable modification to be made in the routing of work and relocation of equipment. This specifically refers to conditions where interference occurs, where more accessibility that is desirable can be obtained, or whose materials cannot be installed

because of structural or mechanical conditions encountered. Such changes shall be made at no additional cost to the Owner.

6 VENDOR'S WARRANTY

The Vendor represents and warrants:

6.1 Solvency

That he is financially solvent, that he is experienced in, and competent to perform the types of work or to furnish the plans, materials, supplies or equipment, to be so performed or furnished by him.

6.2 Laws and Ordinances

That he is familiar with all Federal, State, municipal, and department laws, ordinances, orders, and regulations, which may, in any way, affect the work of those employed therein, including, but not limited to, any special acts relating to the work or to the project of which it is a part.

6.3 Construction

That such temporary and permanent work required by the contract as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property.

6.4 Review of Requirements

That he has carefully examined the plans, specifications, addenda, if any, and the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may, in any way, affect the work or its performance.

6.5 Review of Location

That he has satisfied himself as to the existing openings and accesses to the foodservice area through which his equipment shall be required to pass and that he is responsible for his equipment being delivered in as many sections as necessary to conform to the available space dictated by these existing limitations.

7 SUBSTITUTIONS

Bids submitted shall be for the specific manufacturer and model, size, capacity, and accessories, as specified or shown on the drawings.

8 DESIGN / MODEL CHANGE DISCONTINUED AND/OR OBSOLETE EQUIPMENT

8.1 Latest Design

All equipment specified shall be of latest design. Any improvements made in design and construction of prefabricated items before equipment is actually delivered to the project site

shall be incorporated in equipment, at no additional cost, provided such incorporation does not delay delivery date of equipment.

8.2 Notification of a Discontinued Item

In the event of an item being discontinued after specified and prior to delivery to project site, the VENDOR shall be responsible for notifying the owner in writing of the discontinued item and request an alternate of equal performance, including all accessories, at no additional cost to the Owner.

9 WARRANTY

9.1 Written Warranty

Warrantee in writing all equipment and fabrication against defects and workmanship for a period of one (1) year from date of acceptance.

9.1.1 Equipment Listing

Each piece of mechanical equipment shall be listed, together with the authorized service and repair agency whom the Owner will call should malfunctions occur within the one-year (1) guarantee period.

9.1.2 Refrigeration Equipment

The manufacturer shall warrant refrigeration system compressors for five (5) years. Free refrigeration service, including parts and labor, shall be furnished for one (1) year from date of acceptance.

9.2 Repair and/or Replacement

If within the warranty period specified in the preceding paragraph, DISD discovers defects, errors, omissions, performance deficiencies or breach of warranty as to any Deliverable, then award vendor(s) shall promptly replace without cost to DISD the Deliverable in question. If award vendor(s) fails after reasonable notice to proceed promptly with the replacement of the defective Deliverable, DISD may repair or replace the Deliverable and charge all related costs including access costs to award vendor(s) without voiding any warranties in this solicitations. The rights and remedies of DISD provided in this solicitation are in addition to any other rights or remedies provided in law, equity, or under this solicitation.

9.3 Equipment

9.3.1 Equipment Schedule

All items listed on the Contract Documents under the heading "Equipment Schedule" shall be furnished in strict accordance with the foregoing specifications and with the following detailed Itemized Specifications.

9.3.2 Names and Model Numbers

Manufacturer's names and model numbers are shown establishing quality, size, and finish required, representing the Owner's and Consultant's requirements and basis for bid. Equipment is listed hereinafter with same item numbers as shown on Contract Documents.

10 Execution

10.1 Inspection

Before beginning the installation of foodservice equipment, the spaces and existing conditions shall be examined by the VENDOR. Any deficiencies, discrepancies, or unsatisfactory conditions for proper installation of foodservice equipment shall be reported to DISD in writing.

Do not proceed with installation until unsatisfactory conditions have been corrected in a manner satisfactory to the installer.

Beginning installation shall constitute acceptance of the area.

10.2 Preparation

Foodservice equipment drawings are diagrammatic and intended to show layout, arrangement, mechanical and electrical requirements.

The VENDOR should field-verify ALL measurements (at the building) prior to fabrication of any custom equipment. Coordinate measurements and dimensions with rough-in and space requirements.

10.3 Installation

10.3.1 Coordination

The VENDOR shall coordinate his delivery schedule with the General Vendor to ensure adequate openings in the building to receive the equipment.

10.3.2 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.

10.3.3 Supervision

Provide a competent, experienced foreman to supervise installation and final connections with other trades.

10.3.4 Remote Refrigeration System

- ☐ All refrigeration work where applicable to this contract shall be accomplished in an approved manner, using finest quality fittings, controls, valves, etc.

- ❑ Refrigeration items shall be started up, tested, adjusted, and turned over to the Owner in first class condition and left running in accordance with the manufacturer's instructions.
- ❑ Refrigeration lines and hook-ups shall be completed by the VENDOR with the exception of electric, water, and drain line final connections unless otherwise specified.
- ❑ All copper tubing shall be refrigerant grade A.C.R. or type "L".
- ❑ Silver solder and/or Sil-Fos shall be used for all refrigerant piping. Soft solder is not acceptable.
- ❑ All refrigerant lines in pipe sleeves or conduit shall be effectively caulked at ends to prevent entrance of water or vermin and at penetrations through walls or floors.
- ❑ All tubing shall be securely anchored with clamps, and suspended lines shall be supported with adjustable hangers at 6'-0" o.c. maximum.
- ❑ Wrap drain line in freezer compartment(s) with approved heat-tape for final connection by Electrical Vendor.

10.3.5 Sealing and Caulking

- ❑ Prior to the application of sealant, all surfaces shall be thoroughly cleaned and degreased.
- ❑ Apply around each unit of permanent installation at all intersections with walls, floors, curbs or other permanent items of equipment.
- ❑ Joints shall be airtight, watertight, vermin-proof, and sanitary for cleaning purposes.
- ❑ In general, joints shall be not less than 1/8" wide, with backer rod to shape sealant bead properly at 1/4" depth. Shape exposed surfaces of sealant slightly concave, with edges flush with faces of materials at joint.
- ❑ At internal corner joints, apply sealant or gaskets to form a sanitary cove, of not less than 3/8" radius.
- ❑ Provide sealant-filled joints up to 3/4" in joint width. Trim strips for wider joints shall be set in a bed of sealant and attached with stainless steel fasteners, 48" o.c., or less, to insure suitable fastening and prevent buckling of the metals fastened.

10.4 Field Quality Control

10.4.1 Start-Up and Testing

- ❑ Delay start-up of foodservice equipment until service lines have been tested, balanced, and adjusted for pressure, voltage, and similar considerations; and until water and steam lines have been cleaned and treated for sanitation.

- ❑ Before testing, lubricate each equipment item in accordance with manufacturer's recommendations.
- ❑ Supply a trained person or persons who shall start up all equipment, test, and make adjustments as necessary, resulting in each item of equipment, including controls and safety devices, performing in accordance with the manufacturer's specifications.
- ❑ All gas-fired equipment shall be checked by the local gas company as to calibration, air adjustments, etc., and adjustments made as required.
- ❑ Repair or replace any equipment found to be defective in its operation, including items which are below capacity or operating with excessive noise or vibration.

10.4.2 Demonstration

- ❑ Provide an operating demonstration of all equipment at a time of Owner's convenience, to be held in the presence of authorized representatives of the Architect and Owner.
- ❑ Demonstration shall be performed by manufacturer's representative knowledgeable in all aspects of his equipment.
- ❑ During the demonstration, instruct the Owner's operating personnel in the proper operation and maintenance of the equipment.
- ❑ Furnish complete, bound, operation/maintenance manuals and certificates of warranty for all items of equipment provided, in accordance with Article 1.5 Submittals, Paragraph F, at this demonstration time.

10.5 Adjust and Clean

10.5.1 Condition Ready

Upon completion of installation and tests, clean foodservice equipment, and leave in condition ready for use by foodservice personnel.

10.5.2 Cleaning

Remove all protective coverings, and thoroughly clean equipment both internally and externally with stainless steel cleaner.

10.5.3 Final Adjustments

Make and check final adjustments required for proper operation of the equipment.

10.5.4 Restore Finishes

Restore finishes marred during installation to remove abrasions, dents, and other damages. Polish stainless steel surfaces, and touch-up painted surfaces with original paint.

10.5.5 Refuse Removal

Clean up all refuse, rubbish, scrap materials, and debris caused by the work of this Section, and put the site in a neat, orderly, and broom-clean condition.

11 EQUIPMENT / ITEMS SPECIFICATIONS

All items listed on the Contract Documents under the heading "Equipment Schedule" shall be furnished in strict accordance with the foregoing specifications and with the following detailed Itemized Specifications.

Manufacturer's names and model numbers are shown establishing quality, size, and finish required, representing the requirements and basis for bid. Equipment is listed hereinafter with same item numbers as shown on Solicitation Documents.

11.1 ITEM #1: HOT FOOD SERVING COUNTER/TABLE

QUANTITY:	One (1)
PERTINENT DATA:	Simplicity Series, Hot Food Counter, (4) well,
UTILITIES REQUIRED	----

Furnish and set-in-place per Equipment Plan, Sheet K-1; Manufacturer's Instructions and the following:

. 60-3/8"L x 30"W X 36"D WITH 12 GAUGE WELDED STAINLESS STEEL TOP & CHOICE OF EXTERIOR BODIES: FIBERGLASS OR LIMINATE OR STAINLESS STEEL. COUNTER FULLY ASSEMBLED INCLDING; 563 WATT PER WELL (208V), CAN OPERATED LINE UP LOCKS, 5" PLATE MOUNTED CASTERS, OPEN STORAGE. 120/60/1, 208/60/1, 240/60/1. NSF, UL, cUL,

DIMENSIONS: 36(H), 60.27(W), 30(D)

- ☐ One (1) 208V/60/3-PH, 10.8AMPS, 2253 WATTS, NEMA 6-15P-base voltage subject to change based on options
- ☐ One (1) SS-Stainless Steel
- ☐ One (1) Customer Side
- ☐ One (1) (a) 10" beaded, stainless steel tray slide, Single side, drop down brackets
- ☐ One (1) GC Sloped front protector, Stainless Steel Top, Fixed Glass
- ☐ One (1) GRA Heatlamp
- ☐ 6" Stainless Steel legs with Stainless steel adjustable bullet foot (set)

11.2 ITEM #2: SERVING COUNTER, UTILITY

QUANTITY:	One (1)
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Furnish and set-in-place per Equipment Plan, Sheet K-1; Manufacturer's Instructions and the following:

LOW TEMP INDUSTRIES

SIMPLICITY SERIES, SOLID TOP COUNTER, 36-3/8" X 30"W X 36"D WITH 14 GAUGE WELDED STAINLESS STEEL TOP AND CHOICE OF EXTERIOR BODIES; FIBERGLASS, LAMINATE, STAINLESS STEEL. COUNTER FULLY ASSEMBLED INCLUDING; OPEN STORAGE BASE, CAM OPERATED LINE-UP LOCKS, 5" PLATE MOUNTED CASTERS, NSF, UL, CUL,

DIMENSIONS: 36(H) X 36.37(W) X 30 (D)

- ☐ One (1) SS-Stainless Steel
- ☐ One (1) Customer Side
- ☐ One (1) (a) 10" beaded, stainless steel tray slide, Single side, drop down brackets
- ☐ One (1) Server Side
- ☐ One (1) (b) 10" beaded, stainless steel tray slide, Single side, drop down brackets
- ☐ One (1) GC Sloped front protector, Stainless Steel Top, Fixed Glass
- ☐ One (1) GRA Heatlamp
- ☐ 6" Stainless Steel legs with Stainless steel adjustable bullet foot (set)

11.3 ITEM #3: HOT FOOD SERVING COUNTER/TABLE

QUANTITY: One (1)

Furnish and set-in-place per Equipment Plan, Sheet K-1; Manufacturer's Instructions and the following:

. SIMPLICITY SERIES, HOT FOOD COUNTER, POWERED BY THERMALWELL, (5) WELL, 74-3/8" L X 30"W X 36"D WITH 14 GAUGE WELDED STAINLESS STEEL TOP & CHOICE OF EXTERIOR BODIES; FIBERGLASS OR LAMINATE OR STAINLESS STEEL. COUNTER COMES FULLY ASSEMBLED INCLUDING; 563 WATT PER WELL (208V), CAM OPERATED LINE UP LOCKS, 5" PLATE MOUNTED CASTERS, OPEN STORAGE 120/60/1, 208/60/1, 240/60/1. NSF, UL, cUL,

DIMENSIONS: 36(H), 74.27(W), 30(D)

- ☐ One (1) 208V/60/3-PH, 10.8AMPS, 2253 WATTS, NEMA 6-15P- base voltage subject to change based on options
- ☐ One (1) SS-Stainless Steel
- ☐ One (1) Customer Side
- ☐ One (1) (a) 10" beaded, stainless steel tray slide, Single side, drop down brackets
- ☐ One (1) Server Side
- ☐ One (1) (b) 10" beaded, stainless steel tray slide, Single side, drop down brackets
- ☐ One (1) GC Sloped front protector, Stainless Steel Top, Fixed Glass
- ☐ One (1) GRA Heatlamp
- ☐ 6" Stainless Steel legs with Stainless steel adjustable bullet foot (set)

11.4 ITEM #4: REFRIGERATED MERCHANDISER

QUANTITY: One (1)
MANUFACTURER: Specialty Display

Furnish and set-in-place per Equipment Plan, Sheet K-1.1; Manufacturer's Instructions and the following:

REFRIGERATED MERCHANDISER, PASS-THRU, ONE-SECTION, TRUE STANDARD LOOK VERSION 01, (3) SHELVES, (1) LOW- E THERMAL GLASS HINGED DOOR FRONT AND REAR, LED INTERIOR LIGHTS, POWDER COATED STEEL EXTERIOR, WHITE INTERIOR WITH STAINLESS STEEL FLOOR, R290 HYDROCARBON REFRIGERANT, 1/5 HP, 115V/60/1-PH, 2.2 AMPS, NEMA 5-15P (DEPTH DOES NOT INCLUDE 1" FOR REAR BUMPERS) CULUSM UL EPH CLASSIFIED, MADE IN USA

DIMENSIONS: 53.38(H) X 24.88(W) X 25.5(D)

- ☐ One (1) Self contained refrigeration Standard
- ☐ One (1) Exterior: Black powder coated steel, standard
- ☐ One (1) Interior: White aluminum, standard
- ☐ Decal S-TS-02 "TRUE Stripe" graphic, standard

11.5 ITEM #5: DISPLAY MERCHANDISER, HEATED, FOR MULTI-PRODUCT

QUANTITY: One (1)
MANUFACTURER: Hatco

Furnish and set-in-place per Equipment Plan, Sheet K-1.1; Manufacturer's Instructions and the following:

GLO-RAY MERCHANDISING WARMER, GLOSSY GRAY, COUNTERTOP, 30" LONG, (12) RODS, PASS THRU DESIGN, WITH (2) SHELVES, FORWARD SLANTED SHELVES, PRE-FOCUSED INFRARED TOP HEAT, TEMPERED GLASS SIDES, STAINLESS STEEL & ALUMINUM CONTRSUCTION, 4"

DIMENSIONS: 32.4(H) X 30(W) X 24.29(D)

***ALL ITEMS-Disconnect existing serving line equipment and remove, Set new items in place, connect electrical & plumbing

12 MATERIAL SAFETY DATA SHEETS

The Award Vendor shall provide Manufacturer's, Material Safety Data Sheets (MSDS) when supplying hazardous material to: David Patterson, Office of Food and Nutrition Services; 1946 Greenspring Drive, Suite R, Timonium, MD 21093

13 CONTRACT ISSUANCE

Receipt of the contract does not in itself authorize the Award Vendor to purchase and/or provide any specific services, materials, or equipment. Approval to proceed by the DISD General Maintenance Supervisor or his designee, and a DISD Purchase Order or valid charge card number must be obtained prior to ordering.

14 PRODUCT SUBMITTALS

The Award Vendor shall provide cuts of product information, samples, specifications, and manufacturers recommended installation procedures of all materials being provided and installed.

15 SITE DAMAGE

The Award Vendor shall be responsible for site damage caused by delivery vehicles and shall restore site to original condition immediately upon completion of the project at no cost to DISD.

16 DAMAGE

Items damaged by the Vendor during delivery should immediately be brought to the DISD Representative's attention. The decision as to the disposition of said items will be at the sole discretion of DISD. Damaged items not brought to the attention of DISD will definitely be back charged to the Vendor.

17 ENGLISH SPEAKING REQUIREMENT

17.1 Interpreter

DISD requires an Award Vendor that may have an employee on site that does not speak English, to have on site, full time, an interpreter that is fluent in speaking and understanding that employee's native language.

17.2 Termination of Contract

Failure of an Award Vendor to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

18 VENDOR USE OF PREMISES

Keep driveways and entrances serving the premises clear and available to DISD's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

END OF SECTION III

PART IV– REQUIRED FORMS
(SUBMIT IN DUPLICATE)

1 PRICE PROPOSAL

1.1 VENDOR AGREEMENT

DATE: _____

PROJECT TITLE: **PURCHASE OF KITCHEN EQUIPMENT AND MATERIALS**

DISD BID NUMBER: **MBU-548-08**

BID SUBMITTED BY: _____

SUBMITTED TO: Deweville ISD
Business Office
43200 Hwy 87S
Orange, TX 77632

The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

VENDOR has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigations, as VENDOR deems necessary.

VENDOR hereby agrees to furnish all labor, materials, equipment, and services required to complete the project in strict accordance with the Contract Documents for the following price:

1.2 COSTS DECLARATION

As the duly authorized representative of the firm, I hereby declare that I have carefully examined the Part I: Terms and Conditions, Part II: Specifications - General Requirements, Part III Technical Specifications, and addenda provided with the specifications, including all notes. I have reviewed the current cost of the parts and materials identified to verify prices/costs provided and have noted the work to be done under the scope of this solicitation. I have received clarification on all items upon which any doubt arose. I understand that all these forms are part of the contract, and agree to complete all work as required and as specified. The undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities necessary and proper for the provision and delivery of all vehicle parts and materials and can meet the defined schedules agreed upon and as may be reflected in the solicitation.

(Signature of Vendor)

(Date)

1.3 PROPOSAL/COSTS/PRICES

ITEM NO.	EQUIPMENT	COST
ITEM #1	HOT FOOD SERVING COUNTER/TABLE	
ITEM #2	SERVING COUNTER, UTILITY	
ITEM #3	HOT FOOD SERVING COUNTER/TABLE	
ITEM #4	REFRIGERATED MERCHANDISER	
ITEM #5	DISPLAY MERCHANDISER, HEATED, FOR MULTI-PRODUCT	
ITEM #6		
ITEM #7		
ITEM #8		
ITEM # 9		
ITEM #10		
ITEM #11		
ITEM #12		
ITEM #13		
ITEM #14		
ITEM #15		
ITEM #16		
ITEM #17		
ITEM #18		
ITEM #19		
ITEM #20		
ITEM #21		
ITEM #22		
ITEM #23		

(Signature of Vendor)

(Date)

1.4 DAMAGES

The Award Vendor agrees to pay the sum of Five Hundred Dollars (\$500.00) per calendar day in "Delay Damages" and any "Liquidated Damages" to Baltimore County Public Schools if materials/commodities are not delivered within the timeframe agreed upon per the respective order.

1.5 WITHDRAWAL OF SOLICITATION

This bid may be withdrawn at any time prior to the actual opening of the bids but cannot be withdrawn for a period of sixty (60) days after the bid opening. The fee proposed for this project is to be in the form of a Lump Sum bid.

1.6 CONDITIONAL BIDS/PROPOSALS

Conditional bids/proposal will not be accepted

1.7 METHOD OF AWARD

Award will be made on an AGGREGATE BASIS to the responsive and responsible VENDOR offering the most favorable costs for all equipment.

1.8 ALTERNATES – NOT USED

1.9 PROJECT SCHEDULES AND LIQUIDATED DAMAGES

The undersigned agrees to delivery materials in accordance with the agreed upon schedules. The Owner may retain the sums as stated in Part II, Section 15, Delay Damages & Liquidated Damages, for failure to deliver on-time.

1.10 MBEUA

Vendor must acknowledge receipt /review by including a signed and notarized copy of the Minority Business Enterprise Utilization Affidavit with their bid.

1.11 BID BOND

NOT-REQUIRED

1.12 ADDENDA

Vendor(s) **must** acknowledge receipt of all addenda [issued] to the Drawings and Specifications by completing and submitting the "Acknowledgement of Addenda" form in Part IV.

1.13 CONTRACT

The Purchase order issued to the award vendor will suffice as the contract for this equipment.

(Signature of Vendor)

(Date)

1.14 WARRANTY TO THE LUMP SUM

The undersigned affirms that the above prices represent the entire cost of the equipment material/commodities to be provided in accordance with the solicitation.

NOTE: Vendor **must** select one.

If a corporation, give the state of incorporation using the phrase, "A corporation organized under the laws of _____."

If an individual using a trade name, give individual name, using the phrase, "An individual doing business under the firm name of _____."

If a partnership, give name of the partners using also the phrase, "Co-partners trading and doing business under the firm name of _____."

Respectfully submitted,

(COMPANY NAME OF VENDOR)

By _____

(Official title)

(Business Address)

(Phone)

Patented or Copyrighted Items: In the event that any article to be sold or delivered hereafter is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless DISD from any and all loss, costs, expenses, and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale, or use of such article in violation of infringement or the like of rights under such patent, copyright, trademark or application.

Texas Hazard Communication Act: Vendor must furnish current Material Safety Data Sheets for any item containing any element, chemical compound, or mixture of same that is a physical hazard or health hazard as defined by Federal Regulations.

Safety Issues: Vendor attests to safety of products supplied when used in the intended manner by reasonable, prudent students and adults.

Remedies

Any dispute must be submitted to mediation prior to filing any litigation.

Termination for Cause and Convenience

DISD reserves the right to terminate any purchase order or contract resulting from this Invitation for Bids/Request for Proposals for cause and/or convenience at the discretion of DISD. Before termination for cause, DISD will notify Vendor in writing of any justification for cause and allow a reasonable time for remedy as determined by DISD.

Equal Employment Opportunity

During the performance of this contract, the vendor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subvendor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a vendor becomes involved in, or is threatened with, litigation with a subvendor or vendor as a result of such direction by the administering agency the vendor may request the United States to enter into such litigation to protect the interests of the United States.

Compliance with Clean Air Act and Federal Water Pollution Control Act (applies to contracts in excess of \$150,000)

1. Clean Air Act

- a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The vendor agrees to report each violation to DISD and understands and agrees that DISD will, in turn, report each violation as required to assure notification FEMA and the appropriate Environmental Protection Agency Regional Office.
- c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2. Federal Water Pollution Act

- a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The vendor agrees to report each violation to DISD and understands and agrees that DISD will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
- c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pr. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by vendor. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to DISD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Compliance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

The undersigned vendor certifies, to the best of his or her knowledge, 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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The undersigned vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Procurement of Recovered Materials

1. In the performance of this contract, the vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPS's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Access to Records

1. The vendor agrees to provide DISD, TDA, USDA, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The vendor agrees to provide the DISD, TDA, USDA or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DISD Seal, Logo, and Flags

The vendor shall not use the DISD seal(s), logos, crests, or reproductions of flags or likenesses of DISD without specific DISD pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal funds will be used to fund the contract only. The vendor will comply with all applicable federal law, regulations, executive orders, TDA and USDA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, vendor, or any other party pertaining to any matter resulting from the contact.

Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this contract.

Having carefully examined the Terms and Conditions for Invitation for Bids and Requests for Proposals, the undersigned hereby agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature of Authorized Representative

Date

Typed/Printed Name

Company (Vendor)

Buy American Provision

DISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's school nutrition program meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-336} added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs.

DISD will purchase domestic food products per the Buy American Provision unless:

1. The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

DISD will maintain all documentation in regard to any food purchases that are deemed "non-domestic" to include cost comparisons if the product is available as a "domestic" product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the "country of origin."

This information provided is true, complete, and accurate to the best of my knowledge.

Signature of Authorized Representative

Date

**Historically Underutilized Businesses (Minority Businesses, Women's
Business Enterprises) and Labor Surplus Area Firms**

Vendor: _____

The District is required to comply with laws and rules relating to a Historically Underutilized Business (HUB) a labor surplus area firm. Please provide the following information.

Provide a statement regarding your firm's status and the status of any consulting firm you propose to use as a small, minority and/or female-owned business, i.e., status as a HUB.

Provide documentation, if appropriate, supporting your statement of your firm's or any consulting firms' declared status as a small, minority and/or female owned business, i.e., status as a HUB.

Provide a statement as to your or any consulting firms' relationship as a labor surplus area firm.

This information provided is true, complete, and accurate to the best of my knowledge.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

FELONY CONVICTION NOTIFICATION

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states that “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.

VENDOR’S NAME _____

AUTHORIZED COMPANY OFFICIAL’S NAME (PRINTED) _____

Complete either section A, B, or C. (Only complete one)

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

Signature of Company Official _____

B. My firm is not owned or 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) _____

Details of Conviction(s) _____

Signature of Company Official _____

Deweyville ISD
House Bill 89 Verification

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name) _____ (hereaf
ter referred to as company) being an adult over the age of eighteen (18) years of age,
do hereby depose that the company named-above, under the provisions of Subtitle F,
Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

PRINTED NAME OF COMPANY REPRESENTATIVE

SENATE BILL 252 COMPLIANCE

In compliance with Texas Senate Bill 252, which amended Chapter 2252 of the Texas Government Code, I certify that my company is not engaged in business with Iran, Sudan, or any foreign terrorist organization. I also certify that for the length of this contract with Region 5 Education Service Center, I will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

PRINTED NAME OF COMPANY REPRESENTATIVE

DEWEYVILLE INDEPENDENT SCHOOL DISTRICT POLICIES AND RULES

All personnel on school sites will be required to comply with the requirements listed below. A copy of this statement should be kept with the vendor and shared with any personnel that may come on DISD property.

1. No non-district employees (vendor, sub-vendor, worker, company representative, etc.) should be present on any campus without the approval of the school district's representative.
2. **ALL** school district property and its extensions (vehicles) are designated by the action of the Board of Trustees as "tobacco free." This means **NO TOBACCO OF ANY KIND** is to be used on school property or in vehicles that belong to or are on school property.
3. There is to be no fraternization with students or staff by contactors, sub-vendors, workers or company representatives without the expressed approval of the appropriate campus administrator or Child Nutrition Director. If communications are necessary, then they should be through the campus administrator, Child Nutrition Director, or the district's representative or their designee.
4. All deliveries will be made directly to the kitchen of each campus. Directions will be provided upon request. No deliveries will be made to the front office of any school.

Company (please print) _____

Printed Name of Representative _____

Signature of Representative _____ Date _____

What is your companies process for product recalls? Please explain.

Company (please print) _____

Printed Name of Representative _____

Signature of Representative _____ Date _____

In the event of a recall, please contact Shirlene Hryhorchuk, Director of Child Nutrition, DISD,
40-746-2685 ext 4111 and e-mail shryhorch@deweyvilleisd.com

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned certifies, to the best of his or her knowledge and belief, 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, 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.

Company (please print) _____

Printed Name of Representative _____

Signature of Representative _____ Date _____

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency

that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.