

# NOTICE TO BIDDERS

**PASADENA INDEPENDENT SCHOOL DISTRICT**  
**A Texas Recognized District**

Request For Proposal

## **TOOLS, INDUSTRIAL EQUIPMENT AND RELATED ITEMS**

**RFP # 10-007**

to be used by multiple campuses and departments.



**Angela Eng**  
*Director of Purchasing*

**Tanya Guel**  
**Mary Charles**  
**Martha Maldonado**  
*Buyers*

**Shannon Burke**  
*Bid Clerk*

Direct technical questions to:	Tom Douglas –Director of Maintenance 713-740-0822
Proposals will be received at:	PISD <u>Purchasing Department</u> , Suite B-107, Attn: Bid Clerk 1515 Cherrybrook Lane Pasadena, Texas 77502
Proposals will be received until:	<b>9:00 A.M., Monday, October 5, 2009</b> Proposals received after closing time will be refused and returned to the vendor unopened.  PLANS AND SPECIFICATIONS MAY ALSO BE OBTAINED FROM THE ABOVE ADDRESS, OR ON OUR WEBSITE: <b><u>&lt;WWW.PASADENAISD.ORG/PURCHASING&gt;</u></b> ≥.
Number of Copies	Submit the original and one copy of signed proposal sheets, certifications, and supporting data in a sealed envelope marked as follows:  “Attn: Sealed Proposal For: Tools, Industrial Equipment, and Related Items RFP #10-007”
No Bid / Submission	Should you choose not to submit a proposal, please complete the “Notice of No Submission” Section and return to our attention.

Sealed proposals will be publicly opened in accordance with Texas Education Law 44.031. However, the proposals will be “under evaluation,” until final awards are determined. Results will become available for public review seven business days after approval by the Board of Trustees.

**Purchasing Department, Suite B-107**  
**1515 Cherrybrook Lane, • Pasadena, Texas • 77502**  
**(713) 740-0198 • Fax (713) 740-4033**

**PLEASE RETAIN FOR FUTURE REFERENCE**

## RFP Name: Tools, Industrial Equipment and Related Items

**SCOPE**

The purpose of this proposal is to acquire Tools, Industrial Equipment and Related items. Vendors are invited to submit bids for various tools used by the District's Maintenance, Operations, Transportation and Vocational Education programs. A percentage discount off Manufacturer's published List Prices, Manufacturer's website or Vendor's Published Catalog is being requested. Awards will be made to multiple vendors' meeting District specifications and requirement. The District will place orders on an as needed basis throughout the term of the contract. The estimated annual expenditure for these materials is \$35,000.00. The District expects to award this proposal in October 2009. Pasadena Independent School District, "the District," intends to purchase immediate requirements and supplemental needs through October 31, 2010.

**CONTRACT PERIODS**

- First Year - November 1, 2009 through October 31, 2010
- Second Year - November 1, 2010 through October 31, 2011
- Third Year - November 1, 2011 through October 31, 2012

**SPECIAL CONDITIONS (Specific to Proposal)**

The provisions of this section entitled "**SPECIAL CONDITIONS**" shall govern in the event of any conflict between them and the "**GENERAL CONDITIONS**" of this agreement. In the event this proposal expires before another proposal is awarded, the vendor shall extend the contract on a month-to-month basis by mutual agreement.

**EVALUATION** - In order to evaluate the Vendor's proposed discount, it is recommended that ALL REQUIRED FORMS AND PRICE SHEETS BE COMPLETELY FILLED OUT AND SUBMITTED WITH PORPOSAL.

**SUBMITTALS** - Company catalog, manufacturer's price list or website must be submitted for verification of prices. Please fill out discount offered per manufacturer in the columns provided in the price sheets attached.

Based on previous expenditures over the past twelve months for Proposal Title, Pasadena I. S. D. estimates our spending to be approximately \$35,000. PLEASE NOTE THERE IS NO GUARANTEED ANNUAL VOLUMES. The District makes no guarantees as to quantities and may purchase more or less than those stated in this proposal.

**RELATED ITEMS** - The district will also have the option to purchase related items not specifically listed. Related Items is defined as all those pieces of equipment and accessories not listed. Proposers shall provide a discount off related items by manufacturer, commodity, and entire catalog across the board, or any combination of the two. These items must be listed in PART II – CATALOG DISCOUNT - OFF COMPANY CATALOG OR FOR MANUFACTURERS NOT NAMED IN PART 1.

During the course of the contract, contractor shall be allowed to add new product lines and delete those that they no longer represent.

**EVALUATION / AWARD** - In addition to the evaluation criteria mentioned in the general terms and Conditions, the district must be able to verify pricing or discounts submitted by proposer. If bidding company catalog discount- the company catalog must accompany the proposal. If bidding a discount off manufacturer's prices list – a current price list of all those manufacturers for which you are bidding must accompany the proposal, if bidding a discount off of manufacturer's website; the district must be able to log in to that website to verify pricing.

**PLEASE RETAIN FOR FUTURE REFERENCE**

RFP Name: Tools, Industrial Equipment and Related Items  
SPECIAL CONDITIONS (Specific to Proposal) Continued

If bidding a percent discount off company catalog across the board, fill out PART II – CATALOG DISCOUNT - OFF COMPANY CATALOG OR FOR MANUFACTURERS NOT NAMED IN PART 1.

**DISCOUNT OFF CATALOG** - Vendors are requested to quote catalog discounts, indicated as a percentage off current published master catalog, manufacturer's price list, or website,, for all items not specifically listed in the Proposal Section. The quoted discount shall be a **minimum discount percentage**. These items will be purchased on an as-needed basis, from the awarded supplier(s) offering the best combination of most suitable product, price, delivery, and support. All of the terms and conditions of this request shall apply to these purchases. **ONE SET OF CURRENT CATALOGS IS REQUIRED WITH RESPONSE.**

The District reserves the right to award the Catalog Discount purchase agreements to multiple or to primary and secondary suppliers. Awarded supplier(s) shall, when appropriate, be required to deliver two (2) of each awarded catalog to the District's service department offices and/or administrative offices. These catalogs shall be kept updated by the supplier throughout the term of the contract.

**IMPORTANT:** Each catalog shall be marked with the:

- Supplier's company name,
- contact name and phone number,
- ordering address,
- proposal number,
- proposal award period (and renewal periods), and
- discount(s) offered.

If you have any other terms and conditions that we may have to agree to in order to purchase your product, please submit a copy of this with your proposal. (If nothing is submitted with your proposal than no additional agreements will be signed when the order is placed.)

**PRICE INCREASES** - The District will accept price increases based on current manufacturer's published price lists under the following conditions. Price increases will not be automatically retroactive but will be evaluated if an order is pending. No adjustments in price will be accepted without prior approval from the Purchasing Department. Invoices with price changes that did not receive prior approval from the Purchasing Department will not be honored.

**AWARDS** - The District reserves the right to award this proposal to multiple vendors. Awards may be made by section or category to primary, secondary or all vendors meeting district requirements. Awarded supplier(s) shall provide the Maintenance and Purchasing Departments each with a set of price lists/catalogs for the category (ies)/brand(s) awarded to the supplier. These price lists shall remain in effect until such time that the supplier notifies the District of any price increase.

This is not an exclusive contract. The district reserves the right to solicit a separate bid for larger and specific unanticipated supplies and materials and/or to rebid an entire project at any time.

**FREIGHT TERMS** - All pricing shall include Freight Prepaid, F.O.B. Destination (Inside Delivery), Pasadena Independent School District, Pasadena, TX unless otherwise specified herein. Pricing shall include all shipping, handling, freight, and/or delivery charges. Unless specifically stated otherwise, all shipments MUST include "inside delivery". The only exception is shipments to the Central Warehouse (3131 Westside Drive). Other than the Central Warehouse, the District has no facilities for off-loading deliveries. "Dock Side" deliveries and/or deliveries requiring buyer unloading, except to 3131 Westside Drive or if specifically stated on the purchase order(s), will be refused. The title and risk of loss of the goods shall not pass to buyer until buyer actually receives and takes possession of the goods at the point or points of delivery. **TITLE DOES NOT TRANSFER TO THE SCHOOL DISTRICT UNTIL RECEIPT.**

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RFP Name: Tools, Industrial Equipment and Related Items

NEW PRODUCTS - New products or products in the same commodity class, not covered in the original bid, may be added to this contract under equal pricing terms and conditions at the discretion of the District by means of a written addendum, negotiated and signed by the District and the successful Vendor. In the event the successful Vendor and the District cannot agree on an addendum, the District shall have the option to purchase items not listed from alternate sources.

Discount can be by manufacturer, commodity, and entire catalog across the board, or any combination.

LOCAL STOCKS AND FACILITIES - The successful vendor shall be an established firm maintaining a sufficient in-stock inventory to fulfill normal District requirements. "Out of stock" items should be available within a 24 hour period. An inspection may be made before award of offer to confirm that the vendor actually maintains adequate stock and facilities for District requirements.

**Vendors needing clarification or finding errors, omissions, or correction in the specification shall contact Martha Maldonado by email no later than September 28, 2009 at 9:00 AM (local time).** You may contact Mrs. Maldonado at [mmaldonado@pasadenaisd.org](mailto:mmaldonado@pasadenaisd.org). Requests after this date and time will not be answered. Any information pertaining to any requests for clarification or corrections will be made by an addendum which will be listed on the District website [www.pasadenaisd.org/purchasing/Current%20bids.htm](http://www.pasadenaisd.org/purchasing/Current%20bids.htm) before the proposal is due.

PLEASE RETAIN FOR FUTURE REFERENCE

RFP Name: Tools, Industrial Equipment and Related Items

REQUIRED FORM - FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.  
**PROPOSAL SHEET**  
 (Specific to Proposal)

**PART I – MANUFACTURER’S DISCOUNT – OFF COMPANY CATALOG, MANUFACTURER’S PRICE LIST, OR MANUFACTURER’S WEBSITE.**

Pricing shall include all shipping, handling, freight, and/or delivery charges. Unless specifically stated otherwise, all shipments MUST include “inside delivery”.

SUBMITTALS: Vendor shall present **Current Catalogs, Manufacturer’s Price List, or Website Address to which Quoted Discount applies.** Vendors shall show their responses in the spaces provided below.

ITEM NO.	EQUIPMENT MANUFACTURER (Exceptions Must Be Stated On Separate Page)	Title and date of Catalog, Manufacturer’s Price List, or Website address to which Quoted Discount applies	MINIMUM DISCOUNT PERCENTAGE OFF CATALOG, MANUFACTURER’S LIST PRICE OR WEBSITE	Freight Terms	Delivery After Receipt of Order (ARO)
1.	AEMC	_____	_____ %	_____	_____
2.	AMERICAN BEST TOOL	_____	_____ %	_____	_____
3.	ARMSTRONG	_____	_____ %	_____	_____
4.	BAUER	_____	_____ %	_____	_____
5.	BLACKHAWK	_____	_____ %	_____	_____
6.	BOSH	_____	_____ %	_____	_____
7.	BOSTICH	_____	_____ %	_____	_____
8.	BRAND BID	_____	_____ %	_____	_____
9.	BURNDY	_____	_____ %	_____	_____
10.	CHANNELOCK	_____	_____ %	_____	_____
11.	CHICAGO PNEUMATIC	_____	_____ %	_____	_____
12.	CRAFTSMAN	_____	_____ %	_____	_____
13.	CRESCENT	_____	_____ %	_____	_____
14.	DELEGAR	_____	_____ %	_____	_____

<b>Organization Name</b>	
<b>Name and Title of Authorized Representative</b>	
<b>Original Signature</b>	<b>Date</b>

RFP Name: Tools, Industrial Equipment and Related Items

REQUIRED FORM - FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

**PROPOSAL SHEET (continued)**  
(Specific to Proposal)

Pricing shall include all shipping, handling, freight, and/or delivery charges. Unless specifically stated otherwise, all shipments MUST include "inside delivery".

ITEM NO.	EQUIPMENT MANUFACTURER (Exceptions Must Be Stated On Separate Page)	Title and date of Catalog, Manufacturer's Price List, or Website address to which Quoted Discount applies	MINIMUM DISCOUNT PERCENTAGE OFF CATALOG, MANUFACTURER'S LIST PRICE OR WEBSITE	Freight Terms	Delivery After Receipt of Order (ARO)
15.	DELTA	_____	_____ %	_____	_____
16.	DEWALT	_____	_____ %	_____	_____
17.	DIXIE	_____	_____ %	_____	_____
18.	D-TEK	_____	_____ %	_____	_____
19.	DUO FAST	_____	_____ %	_____	_____
20.	EXCELITE	_____	_____ %	_____	_____
21.	FLUKE	_____	_____ %	_____	_____
22.	GARDNER BENDER	_____	_____ %	_____	_____
23.	GLIDE -MAXX	_____	_____ %	_____	_____
24.	GREENLEE	_____	_____ %	_____	_____
25.	HILTI	_____	_____ %	_____	_____
26.	HUNTER	_____	_____ %	_____	_____
27.	IMPERIAL	_____	_____ %	_____	_____
28.	JOHNSON	_____	_____ %	_____	_____
29.	KLEIN	_____	_____ %	_____	_____

<b>Organization Name</b>	
<b>Name and Title of Authorized Representative</b>	
<b>Original Signature</b>	<b>Date</b>

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RFP Name: Tools, Industrial Equipment and Related Items

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**PROPOSAL SHEET (continued)**  
(Specific to Proposal)

Pricing shall include all shipping, handling, freight, and/or delivery charges. Unless specifically stated otherwise, all shipments MUST include "inside delivery".

ITEM NO.	EQUIPMENT MANUFACTURER (Exceptions Must Be Stated On Separate Page)	Title and date of Catalog, Manufacturer's Price List, or Website address to which Quoted Discount applies	MINIMUM DISCOUNT PERCENTAGE OFF CATALOG, MANUFACTURER'S LIST PRICE OR WEBSITE	Freight Terms	Delivery After Receipt of Order (ARO)
30.	LOUISVILLE	_____	_____ %	_____	_____
31.	MAG-LINER	_____	_____ %	_____	_____
32.	MAJOR MFG	_____	_____ %	_____	_____
33.	MAKITA	_____	_____ %	_____	_____
34.	MALCO	_____	_____ %	_____	_____
35.	MATCO	_____	_____ %	_____	_____
36.	MILLER	_____	_____ %	_____	_____
37.	MILWAKEE	_____	_____ %	_____	_____
38.	MITCHELL INTERNATIONAL	_____	_____ %	_____	_____
39.	PASLODE	_____	_____ %	_____	_____
40.	PELOUZE	_____	_____ %	_____	_____
41.	PENCO	_____	_____ %	_____	_____
42.	PORTER CABLE	_____	_____ %	_____	_____
43.	PRET-O-LITE	_____	_____ %	_____	_____
44.	PROTO	_____	_____ %	_____	_____
45.	REPUBLIC STORAGE	_____	_____ %	_____	_____

<b>Organization Name</b>	
<b>Name and Title of Authorized Representative</b>	
<b>Original Signature</b>	<b>Date</b>

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RFP Name: Tools, Industrial Equipment and Related Items

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**PROPOSAL SHEET (continued)**

(Specific to Proposal)

Pricing shall include all shipping, handling, freight, and/or delivery charges. Unless specifically stated otherwise, all shipments MUST include "inside delivery".

ITEM NO.	EQUIPMENT MANUFACTURER (Exceptions Must Be Stated On Separate Page)	Title and date of Catalog, Manufacturer's Price List, or Website address to which Quoted Discount applies	MINIMUM DISCOUNT PERCENTAGE OFF CATALOG, MANUFACTURER'S LIST PRICE OR WEBSITE	Freight Terms	Delivery After Receipt of Order (ARO)
46.	RIGID	_____	_____ %	_____	_____
47.	ROBINAR	_____	_____ %	_____	_____
48.	R-TECH TOOL & EQUIP	_____	_____ %	_____	_____
49.	SATA	_____	_____ %	_____	_____
50.	SESCO	_____	_____ %	_____	_____
51.	SHOPMASTER	_____	_____ %	_____	_____
52.	SNAP ON	_____	_____ %	_____	_____
53.	SPARTAN	_____	_____ %	_____	_____
54.	STANLEY	_____	_____ %	_____	_____
55.	THERMAL DYNAMICS	_____	_____ %	_____	_____
56.	WEATHERGUARD	_____	_____ %	_____	_____
57.	WERNER	_____	_____ %	_____	_____
58.	WERNER PRO	_____	_____ %	_____	_____
59.	WESCO	_____	_____ %	_____	_____
60.	WESTWARD	_____	_____ %	_____	_____
61.	YELLOW JACKET	_____	_____ %	_____	_____

<b>Organization Name</b>	
<b>Name and Title of Authorized Representative</b>	
<b>Original Signature</b>	<b>Date</b>

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RFP Name: Tools, Industrial Equipment and Related Items

REQUIRED FORM - FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

**PROPOSAL SHEET (continued)**  
(Specific to Proposal)

**PART II – CATALOG DISCOUNT - OFF COMPANY CATALOG OR FOR MANUFACTURERS NOT NAMED IN PART 1**

SUBMITTALS: Vendor shall present Current Catalogs, Manufacturer’s Price List, or Website Address, to which Quoted Discount applies. Vendors shall show their responses in the spaces provided below.

Item Descriptions or Commodity Groups to which quoted Discounts apply. (Exceptions must be stated on separate page)	Title and date of Catalog, Manufacturer’s Price List, or Manufacturer’s Website to which Quoted Discount applies	Percent (%) Discount Off	Freight Terms	Delivery After Receipt of Order

VENDOR HAS INCLUDED CATALOGS, MANUFACTURER’S PRICE LIST, OR WEBSITE ADDRESS?  YES  NO

Is your entity a Historically Underutilized Business (HUB)?  YES  NO

OTHER INCENTIVES i.e., specials, over stocked, etc.:

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**HANDLING PROCEDURES FOR DEFECTIVE SUPPLIES:**

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STATE YOUR RETURN POLICY:

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Is your company able to support any form of electronic order entry and/or billing, i.e. FAX, EDI (electronic data interchange), proprietary system? If YES, please attach a full description of your capabilities in this area.  YES  NO

<b>Organization Name</b>	
<b>Name and Title of Authorized Representative</b>	
<b>Original Signature</b>	<b>Date</b>

## RFP Name: Tools, Industrial Equipment and Related Items

 REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL

## GENERAL TERMS AND CONDITIONS

(Items listed below do not necessarily apply to this bid/proposal. They are general terms and conditions, unless otherwise superseded by any supplemental specifications and/or special terms and conditions enclosed. The supplemental and/or special terms and conditions will supersede the general terms and conditions. The word "Proposal" may be substituted for "bid" throughout this document.)

1. **TAX EXEMPT** - The Pasadena Independent School District hereby claims an exception from the payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas for the purchase of tangible personal property described on the face hereto and purchased from the vendor shown and is exempt from all taxes. Pasadena Independent School District is a political subdivision of the State. Tax Identification Number is 1-74-6001850.
2. **APPLICABILITY** - These terms and conditions are applicable to and form a part of all contract documents, including purchase orders.
3. **STATUTES** - All contracts and agreements between merchants and Pasadena Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code (UCC) as last amended.
4. **GOVERNING LAW** - The parties agree that the laws of the State of Texas and the County of Harris shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from this quotation and/or bid offer. The parties agree that venue for any dispute affecting this Agreement or the obligations thereunder shall be in Harris County, TX.
5. **PATENT RIGHTS** - The vendor shall indemnify and protect the District from any claim involving patent right or copyright infringement on goods supplied.
6. **APPROPRIATED FUNDS** - For any fiscal year beginning September 1<sup>st</sup>, the District's obligation under any purchase order, contract or service agreement is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise until funds are made available to the District for this purchase order, contract, or service agreement and until vendor receives notice of such availability.
7. **VENDOR RESPONSIBILITY** - The District will not be responsible for any material being delivered or services performed without a purchase order signed by the Director of Purchasing or an authorized representative of the District.
8. **SAMPLES** - Samples when required for submission, shall be delivered to the attention of the Director of Purchasing or designated representative, 1515 Cherrybrook Lane (or other specified street address), Pasadena, TX, 77502. Each sample MUST be clearly tagged showing the vendor name, address, product item number, and also must reference the Bid /CSP number if applicable, for which submitted. The District shall be the sole authority in evaluating and determining the suitability of all items. If requested, sample items shall be returned to the supplier. Supplier shall arrange and provide return transportation and prepay or accept return shipment, freight collect. Samples must be delivered free of charge, and those carelessly soiled in the process or spoiled by examination or testing will not be paid for by Pasadena Independent School District. The school district reserves the right to destroy samples when it is considered necessary for the purpose of testing. Samples not mutilated or destroyed will be returned to the bidder at their expense, if such return is requested.
9. **FREIGHT TERMS** - All pricing shall include Freight Prepaid, F.O.B. Destination (Inside Delivery), Pasadena Independent School District, Pasadena, TX unless otherwise specified herein. Pricing shall include all shipping, handling, freight, and/or delivery charges. Unless specifically stated otherwise, all shipments MUST include "inside delivery". The only exception is shipments to the Central Warehouse (3131 Westside Drive). Other than the Central Warehouse, the District has no facilities for off-loading deliveries. "Dock Side" deliveries and/or deliveries requiring buyer unloading, except to 3131 Westside Drive or if specifically stated on the purchase order(s), will be refused. The title and risk of loss of the goods shall not pass to buyer until buyer actually receives and takes possession of the goods at the point or points of delivery. TITLE DOES NOT TRANSFER TO THE SCHOOL DISTRICT UNTIL RECEIPT.

PLEASE RETAIN FOR FUTURE REFERENCE
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## RFP Name: Tools, Industrial Equipment and Related Items

## GENERAL TERMS AND CONDITIONS (Continued)

10. **DELIVERY ON SCHEDULE** - All deliveries shall be to the site(s) specified in this request for proposal. The terms of this agreement are "no arrival, no sale." The vendor shall take the necessary actions to assure that orders are shipped promptly, to include partial shipments where appropriate. Delivery on schedule is critical to the success of this purchase order/contract. It is understood and agreed that the delivery date and/or date of installation is the seller's best offer. In its acceptance of any quotation offer, the District is relying on the promised delivery date and/or installation of material/services, unless otherwise indicated.
11. **NOTIFICATION OF LATE DELIVERY** - Vendor(s) shall promptly notify the District's Purchasing Office when any single item/service cannot be delivered within the specified delivery time according to the purchase order/contract. If the Vendor is unable to provide the requested item/service within a mutually acceptable time, the District reserves the option to purchase the outstanding item(s)/service(s) from an alternate source. A vendor who fails to make delivery according to terms of the contract may be liable for actual damages suffered by the District.
12. **ORDER STATUS** - Vendors should keep the District advised of the status of orders, as failure to meet delivery dates may result in removal from the bidder's list and cancellation of orders.
13. **INSIDE DELIVERY** - Inside delivery shall be made during normal work hours (8:30 A.M. - 2:30 P.M.) unless prior approval has been obtained from the district, or otherwise specified under special terms and conditions. It is important that vendors understand that the district cannot and will not accept tailgate deliveries at district installation entrances, unless specified otherwise on the purchase order.
14. **INSPECTION** - All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified or substituted without prior approval of the Receiving and the Purchasing Departments. Delivery of purchases in good condition will be the vendor's responsibility and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier.
15. **ALTERNATES** - Brands of EQUAL quality or type are acceptable. Pasadena Independent School District reserves the right to make the final decisions as to comparable items listed. Be very certain that items upon which you bid are EQUAL to items listed. Materials which are not equal will be returned to the supplier transportation charges collect. Any "Equal To" bid must be clearly identified on the bid submitted and noted on the Deviation Form. If bidder takes no exception to specifications, the exact items specified must be supplied.
16. **CHANGES** - No substitution of materials or extra charges of any kind or change in, cancellation of, waiver of, or exception to any of the Terms or Specifications of any purchase order, contract, or service agreement will be recognized unless authorized, in writing, by the Director of Purchasing or other authorized representative of the District.
17. **WARRANTY** - Equipment shall be new and the latest model. Warranty period shall be a minimum of 12 months or manufacturer's maximum standard warranty, whichever is greater. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the samples furnished by seller, if any. In the event of a conflict between the specification, drawings, and descriptions, the specifications shall govern.
18. **SUPPLIER'S WARRANTY RESPONSIBILITY** - The successful vendor(s) is ultimately responsible for and must assure the District that any warranty service shall be performed to the satisfaction of the District, regardless of whether the successful vendor or his/her agent performs the warranty work. If there is a question of whether it is the responsibility of the successful vendor or the manufacturer to repair a given defect, then it shall automatically become the successful vendor's responsibility to see that the repair(s) is made to the satisfaction of the District.
19. **WARRANTY WORK AND GENERAL TERMS OF WARRANTIES** - The District's purchase order(s) will be issued to the successful vendor(s). The successful vendor(s) has the ultimate responsibility of insuring the delivery of complete, full functioning products that meet the District's specifications in all details and are free of defects in materials and workmanship. The products are warranted against defects in materials and workmanship by the manufacturing company(ies)/successful vendors.

PLEASE RETAIN FOR FUTURE REFERENCE
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RFP Name: Tools, Industrial Equipment and Related Items  
GENERAL TERMS AND CONDITIONS (Continued)

20. **DEFECTIVE WORKMANSHIP** - If defective workmanship and/or materials are found after acceptance and payment has been made, the supplier shall replace/repair the defective component(s), as required, at his/her own cost, within a reasonable amount of time (normally 10 working days), and at no extra cost to the District.
21. **PENALTIES** - Upon refusal of the successful vendor to make satisfactory and timely adjustment(s), the District reserves the right to claim and recover from said successful vendor, by due process of law, such sums as may be sufficient to correct the error or make good the defect in material and/or workmanship.
22. **PAYMENT TERMS** - The District shall pay all undisputed invoices for accepted merchandise and/or services within 30 days of delivery or acceptance and receipt of itemized invoice, whichever comes later. Delivery of all orders should be completed within 90 days from the purchase order issue date.
23. **INVOICING REQUIREMENTS** - All invoices shall include the following: Purchase Order Number; Invoice Date; Name of Company; Brief description of the item; quantity; unit price; extended price; complete mailing address and telephone number; any other substantiating documentation or information as required by the purchase order.
24. **PURCHASE ORDER NUMBERS** - The Purchase Order Number must be included on all invoices, packing slips, etc. Prices listed on invoice(s) must agree with signed bid document submitted by company.
25. **MATERIAL SAFETY DATA SHEETS (MSDS)** - The Federal Government requires that the District obtain current and accurate Material Safety Data Sheets for each product which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The vendor must furnish these sheets on all applicable items with the initial delivery of each item to each delivery location and/or warehouse.
26. **ASBESTOS OR PCB'S** - No asbestos in any form or PCB's may be used in the manufacture or processing of any product purchased by this school district. If any product called for by name in this specification should contain any asbestos material or PCB's, the supplier must notify the Director of Purchasing immediately for the name of a suitable substitute asbestos free product.
27. **SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable number of days, correction(s) will be made by the Buyer at Seller's expense.
28. **NON-WAIVER** - Failure of the District to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by Law or to properly notify successful vendor in the event of breach, or the acceptance of or payment for any goods hereunder shall not release successful vendor from any of the warranties or obligations or any purchase order, contract or service agreement, and shall not be deemed to waive any right of the District to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of a purchase order, contract or service agreement by the District operate as a waiver of any of the terms hereof.
29. **PACKAGED GOODS** - Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
30. **SHIPMENT UNDER RESERVATION PROHIBITED** - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

PLEASE RETAIN FOR FUTURE REFERENCE

## RFP Name: Tools, Industrial Equipment and Related Items

31. **FORCE MAJEURE** - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. (The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.)
32. **ASSIGNMENT DELEGATION** - The Contractor shall not sub-contract, sell or in any way transfer or assign its rights and responsibilities under this contract to any person or Corporation without prior written approval of Pasadena Independent School District.
33. **ADVERTISING** - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
34. **NEW PRODUCTS** - New products or products in the same commodity class, not covered in the original bid, may be added to this contract under equal pricing terms and conditions at the discretion of the District by means of a written addendum, negotiated and signed by the District and the successful Vendor. In the event the successful Vendor and the District cannot agree on an addendum, the District shall have the option to purchase items not listed from alternate sources.
35. **AUDIT** - The District reserves the right to audit any sales transaction pertaining to any Purchase Order(s) arising from this proposal at the successful vendor's place of business during normal business hours. The District shall have access to any/all records, books, files, etc., relative to any order(s) arising from this proposal.
36. **PROPOSAL FORMAT** - Proposals shall be submitted on the forms and in the format provided. PROPOSALS SUBMITTED, NOT IN THE DISTRICT'S FORMAT, WITHOUT ALL REQUIRED SUBMISSIONS AND/OR WITHOUT REQUIRED SIGNATURES ARE SUBJECT TO DISQUALIFICATION. Supplemental information and/or pages may be attached where necessary for clarification.
37. **AWARDS** - This proposal shall be awarded to the successful Vendor(s) by confirmation letter. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the District's Purchasing Office after this proposal has been awarded. NOTE: The District reserves the right to award contracts for any, all, or none of the parts and/or items of this proposal request.
38. **EVALUATION CRITERIA** - In evaluating qualified proposals the following considerations shall be taken into account for award recommendations: price; long term cost; quality; vendor reputation; the needs of the school district; past relationship with vendor; impact on the district's ability to comply with laws and rules relating to historically under-utilized businesses; and any other relevant factor specifically listed in this bid request. Some of these factors are: past experience with vendor; estimated time of completion of purchase orders; vendor's ability to deliver goods ordered by district in a timely manner with minimum substitutions or cancellations as demonstrated on previous orders; vendor's billing discrepancies with terms and conditions as specified in bid documents on previous orders. THE DISTRICT DOES NOT PURCHASE ON PRICE ALONE.
39. **PROPOSAL VALIDITY PERIOD** - Unless specifically noted as an exception, proposals must be valid for acceptance for a minimum of ninety (90) days from the bid opening date, and pricing must be firm through delivery.

<b>PLEASE RETAIN FOR FUTURE REFERENCE</b>
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## RFP Name: Tools, Industrial Equipment and Related Items

40. **NON-EXCLUSIVE AWARD** - Except as noted in SPECIAL TERMS AND CONDITIONS, proposal award(s) resulting from this request is (are) **NOT EXCLUSIVE AGREEMENTS** to purchase. The District reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the District, are necessary and in the best interest of the District.
41. **TIE PROPOSALS** - Consistent and continued tie proposals on any commodity may be cause for rejection by the District of all proposals and/or investigation by the Attorney General of Texas for possible violation of anti-trust statutes.
42. **EXCEPTIONS** - Any exceptions taken to the terms and conditions of this proposal request must be clearly stated, in writing, and **MUST BE LISTED ON THE DEVIATION FORM**.
43. **PROGRESS REPORTS** - When applicable and as requested by the District, successful Vendors will provide regular periodic detailed forecasts and progress reports to include unpriced copies of purchase orders to sub-suppliers for materials, equipment and/or services covered by the terms and conditions of this proposal request or any purchase order arising therefrom.
44. **CERTIFICATIONS** - VENDOR INFORMATION SHEET/NOTICE OF NO SUBMISSION, RESIDENT/NON-RESIDENT CERTIFICATION, FELONY CONVICTION NOTIFICATION CERTIFICATE, NON-COLLUSIVE PROPOSAL CERTIFICATE, REFERENCES, CLEAN AIR AND WATER ACT, U.S DEPARTMENT OF AGRICULTURE, DEBARMENT AND SUSPENSION, DISCLOSURE OF LOBBYING ACTIVITIES, and DEVIATION FORM are required submissions by all Vendors. Failure to complete and submit all of these documents shall make the vendor's submission subject to less favorable consideration or disqualification.
45. **PLEASE NOTE CAREFULLY** - In quoting, give complete information in space(s) provided, otherwise your quotation and/or bid offer may be given **NO CONSIDERATION**. Failure to manually sign bid will disqualify bid. Person signing bid should show title and authority to bind their firm to a contract. Obligations assumed by such signature must be fulfilled.
46. **INDEMNIFICATION** - Successful Vendor(s) shall indemnify and save harmless Pasadena Independent School District from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action of any and every nature whatsoever, arising out of, resulting from, or in any manner connected with or concerning the performance of the work hereunder, and the contractor hereby agrees to defend any and all such actions brought against Pasadena Independent School District for any and all expenditures, or expenses, including, but not limited to, court costs and attorney's fees, made or incurred by Pasadena Independent School District, and/or by reason of any such suit or suits.
47. **EQUAL EMPLOYMENT OPPORTUNITY** - All Vendors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60). No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, gender, national origin, age, handicap, or political application or belief.
48. **CANCELLATION** - Cancellation of this contract may take place if any of the following conditions are observed:
- The Successful vendor proceeds in a manner that does not comply with the contract.
  - The Successful vendor does not carry out the provisions of this contract in its true intent and meaning as indicated in the scope of work.
  - Prior to contract cancellation, the Successful Vendor will be served written notice to provide satisfactory compliance with the contract without penalty. If the vendor neglects or refuses to follow such notice within thirty (30) days, the District may cancel the contract and Successful Vendor may be held liable for any loss or expense sustained by the District as a result of Successful Vendor's failure to conform to this contract. If at any time during the term of the contract it is cancelled, the District reserves the right to offer award of the remainder of the contract to the next lowest qualified Vendor(s) meeting specifications. The successful vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have lawfully or in equity.

**PLEASE RETAIN FOR FUTURE REFERENCE**

RFP Name: Tools, Industrial Equipment and Related Items  
**GENERAL TERMS AND CONDITIONS (Continued)**

49. **DISTRICT OPTIONS:**

- The District reserves the right to cancel a contract with thirty (30) days written notice if the vendor's products and/or services do not perform satisfactorily and/or in accordance with the contractual terms, or in cases of unacceptable price escalation.

50. **MANUFACTURER'S REFERENCE OR BRAND NAMES** - Manufacturer's reference or brand name used in this bid request is descriptive not restrictive. It is intended to indicate type, function, minimum standard of design, efficiency and quality desired. Bidders shall indicate the manufacturer's brand, product number, and catalog number of the item (along with the page number it can be found on) that is being bid.

51. **PRICING DISCREPANCIES** - Sums of money shall be indicated both by Unit Price and Total Extended Amount. In case of discrepancy, the Unit Price will govern.

52. **PLEASE NOTE CAREFULLY**- Bids submitted must be sealed and plainly marked with the Bidder's Name, Address, City, State, and Zip Code, BID NUMBER, Opening Date and Time. Faxed Bids will not meet this requirement and will NOT be accepted.

53. **LATE BID** - Bids received later than the time and date specified, whether delivered in person or mailed, shall be returned unopened.

54. **BID OPENING LOCATION** - Bidders are invited to be present at the opening of the bids on the date and time specified herein:

Purchasing Department  
Pasadena Independent School District  
1515 Cherrybrook Lane, Suite B-107  
Pasadena, TX 77502

55. **BID SUBMISSION** - ALL BIDS SHALL BE DEEMED FINAL, CONCLUSIVE, AND IRREVOCABLE. NO BIDS SHALL BE SUBJECT TO CORRECTION OR AMENDMENT FOR ERRORS OR MISCALCULATIONS BY THE BIDDER. ANY SPECIAL CONDITIONS OR QUALIFICATIONS CONCERNING PRICE, DELIVERY, ETC. OF BID ITEMS MUST BE NOTED ON THE DEVIATION FORM.


56. **RIGHTS OF THE DISTRICT** - Pasadena Independent School District reserves the right to accept or reject any or all quotations and/or bids, and waive all informalities and irregularities and to accept or reject each item separately or as a whole, whatever is deemed most advantageous to the District. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any offer. By submitting a bid, the vendor agrees to waive any claim that it might have against the District regarding any claim made in connection with the administration, evaluation, or recommendation of any bid.

**PLEASE RETAIN FOR FUTURE REFERENCE**

RFP Name: Tools, Industrial Equipment and Related Items

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**FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.**

<p><b>COMPLETE USING TYPEWRITER OR BALLPOINT PEN ONLY.</b></p> <p>(All changes must be crossed out and initialed in ink)</p>	 <p>1515 Cherrybrook Lane Pasadena, Texas 77502 PHONE: 713-740-0198 FAX: 713-740-4033</p>	<p>Direct All Inquiries to: Pasadena Independent School District Purchasing Department.</p> <p style="text-align: right;">Martha BUYER NAME <u>Maldonado</u> PHONE <u>713/740-0189</u></p>
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**VENDOR INFORMATION**

TYPE OF PROCUREMENT: RFP #10-007 TITLE: TOOLS, INDUSTRIAL EQUIPMENT AND RELATED ITEMS PROPOSALS WILL BE ACCEPTED UNTIL: 9:00 AM ON OCTOBER 5, 2009 at the Central Administration Building, B-107, Purchasing Department, Attn: Bid Clerk, 1515 Cherrybrook Lane, Pasadena, Texas 77502, at which time they will be publicly opened and read. Proposals may not be withdrawn after opening. Procurement results will become available seven business days after approval by the Board of Trustees.

Vendor Offers (original and one copy – please mark copy "COPY") must be in a sealed envelope, plainly marked on the outside with PROPOSAL NAME, PROPOSAL NUMBER, AND DATE. Faxed proposals will NOT be accepted. Offer received after the specified time shall not be considered. Late mail deliveries will be returned unopened. U.S. Mail is not delivered to the District until after 11:00 a.m. daily.

**PLEASE TYPE OR PRINT VENDOR IDENTIFICATION DATA**

LEGAL NAME OF VENDOR \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_ TITLE \_\_\_\_\_

REPRESENTATIVE E-MAIL ADDRESS \_\_\_\_\_ COMPANY WEBSITE ADDRESS \_\_\_\_\_

TYPE OF BUSINESS (CHECK ALL THAT APPLY):

<input type="checkbox"/> Manufacturing,	<input type="checkbox"/> Distributor,	<input type="checkbox"/> Wholesale,
<input type="checkbox"/> Broker,	<input type="checkbox"/> Retail,	<input type="checkbox"/> Service
<input type="checkbox"/> Franchise,	<input type="checkbox"/> Construction,	<input type="checkbox"/> Other: _____

**ORDER PLACEMENT/BID REQUEST ADDRESS:**

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

**PAYMENT REMITTANCE/MAILING ADDRESS:**

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

**VENDOR CERTIFICATION AND IDENTIFICATION**

I certify that I have carefully examined the Notice to Bidders, Scope of Proposal, Specifications, Conditions, General Terms and Conditions, Certifications, Proposal Sheets, and attachments. I agree to furnish supplies and/or services in strict compliance with the specifications and conditions contained in this document.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH PROPOSAL**

RFP Name: Tools, Industrial Equipment and Related Items

REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

**PROPOSAL SHEET**

(Vendor to complete and return)

LIST ANY AND ALL EXCEPTIONS/DEVIATIONS ON THE DEVIATION FORM.

**PISD HAS INTERLOCAL AGREEMENTS WITH THE FOLLOWING AGENCIES AND REQUESTS LOWEST BEST VALUE PRICING EXTENDED THROUGH THOSE AFFILIATIONS. IF QUOTING THROUGH ANY AGENCY(IES) YOU MUST CIRCLE THE AGENCY(IES) YOUR COMPANY IS QUOTING THROUGH. YOU SHALL INCLUDE THE AGENCY(IES) PROPOSAL/BID #, AND THE EXPIRATION DATE OF THE CONTRACT BEING USED. IF SUBMITTING PRICING THROUGH MORE THAN ONE AGENCY, USE A DIFFERENT SET OF PROPOSAL DOCUMENTS FOR EACH.**

**NOTE:** IF THIS SECTION IS NOT APPLICABLE TO YOUR COMPANY, PLEASE DISREGARD THIS PORTION OF THE PROPOSAL AND PROCEED.

AGENCY	PROPOSAL/BID #	EXPIRATION DATE
TASB/BUYBOARD		
HGAC		
HCDE		
TPASS		
TPCN		
REGION IV		
REGION V		
OTHER		

<b>Organization Name</b>	
<b>Name and Title of Authorized Representative</b>	
<b>Original Signature</b>	<b>Date</b>

**THIS PAGE MUST BE RETURNED WITH PROPOSAL**

RFP Name: Tools, Industrial Equipment and Related Items

REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL

**CERTIFICATIONS**

**FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.**

1.

<b>RESIDENT / NONRESIDENT CERTIFICATION</b>	
<b>RESIDENT VENDOR</b> - I certify that my company is a "resident vendor." <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>NONRESIDENT VENDOR</b> - As defined by Texas Government Code 2252.001, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.	

2.

<b>FELONY CONVICTION NOTIFICATION</b>	
State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract". This Notice Is Not Required of a Publicly Held Corporation. <b><u>Check the appropriate box and sign in the space provided below.</u></b>	
<input type="checkbox"/>	My firm is a Publicly Held Corporation; therefore, this reporting requirement is not applicable.
<input type="checkbox"/>	My firm is not owned or operated by anyone who has been convicted of a felony.
<input type="checkbox"/>	My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
<input type="checkbox"/>	Name of Felon: _____
<input type="checkbox"/>	Brief Details of Conviction(s) _____

3.

<b>NON-COLLUSIVE BID/PROPOSAL CERTIFICATE</b>	
By submission of this bid or proposal, the Bidder/Vendor certifies that: (a) The bid or proposal has been independently arrived at without collusion with any other Bidder/Vendor or with any competitor; (b) The bid or proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other Bidder/Vendor, competitor or potential competitor; (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Bidder/Vendor as well as to the person signing in its behalf.	

**I (WE) THE UNDERSIGNED, AGENT FOR THE FIRM, NAMED BELOW CERTIFY THAT ALL OF THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.**

<b>Organization Name</b>	
<b>Name and Title of Authorized Representative</b>	
<b>Original Signature</b>	<b>Date</b>

**THIS PAGE MUST BE RETURNED WITH PROPOSAL**

RFP Name: Tools, Industrial Equipment and Related Items

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.

**CERTIFICATIONS (CONTINUED)**

<b>4. REFERENCES</b>			
List references of schools and businesses that have utilized your company and can address your performance. All references shall have current addresses, phone numbers and names of contact people.			
NAME	CITY / STATE	PHONE NUMBER	CONTACT PERSON
•			
•			
•			

**5. QUESTIONNAIRE**

- a) Is there any litigation pending against your organization? If yes, explain.  
\_\_\_\_\_
- b) List other trade names by which your company has been known (DBA / AKA).  
\_\_\_\_\_  
\_\_\_\_\_
- c) Is your entity a Historically Underutilized Business (HUB)?  YES  NO

**6. CLEAN AIR & WATER ACT CERTIFICATION**

I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended ( 42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

<b>Organization Name</b>	
<b>Name and Title of Authorized Representative</b>	
<b>Original Signature</b>	<b>Date</b>

**THIS PAGE MUST BE RETURNED WITH PROPOSAL**

## RFP Name: Tools, Industrial Equipment and Related Items

**Instructions For Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

- 1. By signing and submitting the form on the attached page, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**PLEASE RETAIN FOR FUTURE REFERENCE**

RFP Name: Tools, Industrial Equipment and Related Items

REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL

**FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN DISQUALIFICATION OF PROPOSAL.**

**7. U. S. DEPARTMENT OF AGRICULTURE**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

**8. CERTIFICATION REGARDING LOBBYING**

**Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certifications 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, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, SF-LLL "Disclosure of Lobbying Activities" Form in accordance with its instructions (see following page).**
- (3) **The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.**

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

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## RFP Name: Tools, Industrial Equipment and Related Items

**Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the Initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employees of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is an/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contact or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Public reporting burden** for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C 20503.

**PLEASE RETAIN FOR FUTURE REFERENC**

RFP Name: Tools, Industrial Equipment and Related Items

REQUIRED FORM - RETURN THIS PAGE AS PART OF PROPOSAL

**FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN PROPOSAL DISQUALIFICATION.**

<b>9. DISCLOSURE OF LOBBYING ACTIVITIES</b>		
<p><b>Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352</b>  <b>(See previous page for disclosure regarding public reporting burden)</b></p>		
Approved by OMB 0348-0046		
<p>1. Types of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid / offer / application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only:  year ____ quarter ____  date of last report ____
<p>4. Name and Address of Reporting Entity</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known:	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>  Congressional District, if known:	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> CFDA Number, if applicable: _____	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> \$ _____	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), or Member(s) contacted, for Payment Indicated in Item 11:</p>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<p>15. Continuation Sheet(s) SF-LLL-A:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

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RFP Name: Tools, Industrial Equipment and Related Items  
**NOTICE OF NO-SUBMISSION**

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE: \_\_\_\_\_

**ACKNOWLEDGMENT**

**If you do not wish to submit a bid/proposal at this time, please return this page acknowledging receipt of our bid/proposal request. Please list the reasons for your no bid in the spaces provided.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**PLEASE NOTE:**

**If your company DOES NOT respond to our bid/proposal, please return this acknowledgment to avoid being removed from our bid list.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**RETURN THIS PAGE IF NOT SUBMITTING A BID**