

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

**Mount Pleasant Independent School District  
2230 N. Edwards, Mount Pleasant, Texas 75455  
Phone: 903-575-2000  
<https://www.mpisd.net>**

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL – RFP 2207-24**

The Mount Pleasant ISD Food Service Department is issuing a Request for Proposal (RFP 2207-24) from qualified vendors to provide 2 walk-in freezer/cooler combinations. One for the E.C. Brice Elementary School and another for the Annie Sims Elementary School for the 2023-2024 school year. Responses to this Request for Proposal shall include all the information requested hereafter and must be received in printed form by March 6, 2024 at 2:00 p.m. at the following address:

**Mount Pleasant ISD Administration Building  
Attn: Laura Stewart, Director of Food Services  
P.O. Box 1117  
Mount Pleasant, Texas 75455**

Vendors may download a copy of the Request for Proposal packet at <https://www.mpisd.net/purchasing/> or request a print copy from Laura Stewart, Director of Food Services by phone at 903-575-2142, in person at 2230 N. Edwards, Mount Pleasant, Texas 75455 or via email at [lstewart@mpisd.net](mailto:lstewart@mpisd.net). All proposals must be received in a sealed envelope bearing the identification of the proposer's company name and address, and shall be mailed to Mount Pleasant ISD Administration Building, P.O. Box 1117, Mount Pleasant, Texas 75455 or personally delivered to the Administration Building at 2230 N. Edwards, Mount Pleasant, Texas 75455. No electronic proposals will be accepted.

This Request for Proposal includes the Scope of Work, Instructions to Vendors, Award/Evaluation of Proposals, Terms for Delivery and Installation, General Terms and Conditions, Insurance Requirements, Proposal Response Form, Certification for Criminal History Check, References Form, Non-Resident Vendor Form, Required State and Federal Policy Acknowledgements Documentation, EDGAR Vendor Certification and the Debarment or Suspension Certification Form. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

**SCOPE OF WORK**

The Mount Pleasant ISD Food Service Department is issuing a Request for Proposal for two (2) walk-in freezer/cooler combinations to be installed at 2 locations. One for the E.C. Brice Elementary School and another for the Annie Sims Elementary School. The walk-in freezer/cooler combinations should meet all criteria in the Specifications section of this invitation. Mount Pleasant ISD seeks proposals for the year

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

out, disposal, installation, purchase and installation of two (2) walk-in freezer/cooler combinations. The Mount Pleasant Food Service Department is seeking completion of the project prior to the 2024-2025 school year.

Proposals shall be placed in a sealed envelope bearing the identification of the RFP # 2207-24, the company name and address, and marked: Attention Laura Stewart and shall be mailed to:

Mount Pleasant ISD, P.O. Box 1117, Mount Pleasant, Texas 75455

OR physically delivered to the Mount Pleasant ISD Administration Building located at 2230 N. Edwards, Mount Pleasant, Texas.

**PROPOSAL ENVELOPES MUST BE PLAINLY MARKED AS FOLLOWS:**

**SEALED PROPOSAL FOR RFP 2207-24**

**DO NOT OPEN UNTIL: 03/06/2024 @ 2:00 pm CST**

**Proposals received later than the specified time, whether delivered in person or mailed, will be disqualified and returned unopened. Email, fax and phone proposals will not be accepted.**

Any alterations made before the opening time must be signed or initialed by the proposer or his/her agent. Amendments to proposals, once filed, may be submitted in a sealed envelope only.

The District may consider unacceptable any proposal not prepared and submitted in accordance with the provisions hereto. The District reserves the right to reject any/or all proposals, to waive any formalities or irregularities, increase or decrease estimated amounts of equipment specified and to accept the proposal deemed most advantageous to the Mount Pleasant Independent School District.

Vendors who do not submit a proposal are requested to submit a No Proposal Notification form to the Mount Pleasant ISD Food Service Department, attention Laura Stewart, P.O. 1117, Mount Pleasant, Texas 75455.

Questions concerning this proposal should be directed to the Food Service Department via email at [lstewart@mpisd.net](mailto:lstewart@mpisd.net) and must be received by the deadline below.

**PROCESS TIMELINE**

- **02/02/2024 – Request for Proposals (RFP) released to potential proposers**
- **02/16/2024 – All questions regarding RFP must be submitted**
- **02/21/2024 – All submitted questions by vendors answered**
- **03/06/2024 @ 2:00 p.m. – Deadline for receiving proposals**

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-IN FREEZER AND COOLER REPLACEMENT**

- **03/06/2024 @ 2:00 p.m. – Opening of proposals in the Board room at 2230 N. Edwards, Mount Pleasant, Texas 75455**
- **03/25/2024 – Recommendation to District Board of Trustees for contract award.**

*NOTE: The MPISD Food Service Director, Chief Financial Officer, or Superintendent are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the position listed above ONLY throughout the term of the contract. Please note the District reserves the right to award a contract without negotiations.*

### **Specifications-Brice Elementary Walk-In Cooler/Freezer Replacement**

Mt. Pleasant ISD Food Service is seeking the tear out, purchase and installation of walk-in freezer/cooler box with condensing equipment.

#### Dimensions and Temperature Requirements

1. Freezer is to maintain a regular temperature of 10 degrees below 0
2. The walk-in freezer box will be 17' 4 1/2" X 23'7" x 8'10", 2 compartments
3. The unit will be set inside a pre-existing indoor space
4. The existing unit will be removed from the space by the vendor awarded this contract.
5. Cooler temperature: +35 degrees. Freezer temperature -10 degrees

#### Box Construction:

1. Finish-exterior finish will be embossed Galvalume. Interior Finish will be Embossed Galvalume
2. Doors-1-34" X 76" walk-in door with heater, safety latch w/ cylinder lock, standard hardware, 36" Aluminum Diamond Kick plates on the Interior and Exterior door with (1) spring loaded hinge for freezer.  
1-34" X 76" walk-in door with heater, safety latch w/ cylinder lock, standard hardware, 36" Aluminum Diamond Kick plates on the Interior and Exterior door with (1) spring loaded hinge for cooler.
3. Insulation Material-Class 1 urethane, UL Listed 4" Urethane core, Urethane Rail Construction, NSF Certified.

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

4. All aluminum embossed Galvalume diamond freezer tread floor.

Refrigeration:

Equipment offered must be of the equal or greater quality than the equipment listed in this section below:

1. 1-1/2 HP BCH0015MBACZA0000 Med Temp Preassembled Remote Stub-Out System, R-448A, 208-230V/60/1. (WT 277)
2. 1-BELO 115AS6AMAB0200 Intelligen, 2 Speed Motors, 115V/60/1
3. 2-4 1/2 HP BCH0045LBACZA0000 LOW TEMP. PREASSEMBLED REMOTE STUB-OUT SYSTEM, R448A, 208-230V/60/1. (WT 388)
4. 1-BELO 130BS6EMAB0200 Intelligen, 2 speed motors, 208-230V/60/1.
5. 3-28918301S Wireless Cards

Accessories:

1. 4-4' LED Vapor-proof Light Fixture
2. 2-Heated Pressure Relief Vent
3. 1-Interior Floor Ramp
4. 120 Ft - NSF Metal Covered Base
5. 1 Lot suspended ceiling panels package

Installation:

To include delivery, set-up and installation of refrigeration equipment and tie into existing electrical disconnect which will be furnished by customer.

Other Concerns:

1. Any concrete, electrical work and plumbing to be done by others.

Warranty

1. One year on refrigeration, 5 years on compressors, 180 days on labor.

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

### **Specifications-Sims Elementary Walk-In Cooler/Freezer Replacement**

Mt. Pleasant ISD Food Service is seeking the tear out, purchase and installation of walk-in freezer/cooler box with condensing equipment.

#### Dimensions and Temperature Requirements

1. Freezer is to maintain a regular temperature of 10 degrees below 0
2. The walk-in freezer box will be 17'5" X 24'1"X 8'10", 2 compartments
3. The unit will be set inside a pre-existing indoor space
4. The existing unit will be removed from the space by the vendor awarded this contract.
5. Cooler temperature: +35 degrees. Freezer temperature -10 degrees

#### Box Construction:

5. Finish-exterior finish will be embossed Galvalume. Interior Finish will be Embossed Galvalume
6. Doors-1-34" X 76" walk-in door with heater, safety latch w/ cylinder lock, standard hardware, 36" Aluminum Diamond Kick plates on the Interior and Exterior door with (1) spring loaded hinge for freezer.  
1-34" X 76" walk-in door with heater, safety latch w/ cylinder lock, standard hardware, 36" Aluminum Diamond Kick plates on the Interior and Exterior door with (1) spring loaded hinge for cooler.
7. Insulation Material-Class 1 urethane, UL Listed 4" Urethane core, Urethane Rail Construction, NSF Certified.
8. All aluminum embossed Galvalume diamond freezer tread floor.

#### Refrigeration:

Equipment offered must be of the equal or greater quality than the equipment listed in this section below:

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

6. 1-1/2 HP BCH0015MBACZA0000 Med Temp Preassembled Remote Stub-Out System, R-448A, 208-230V/60/1. (WT 277)
7. 1-BELO 115AS6AMAB0200 Intelligen, 2 Speed Motors, 115V/60/1
8. 2-4 1/2 HP BCH0045LBACZA0000 LOW TEMP. PREASSEMBLED REMOTE STUB-OUT SYSTEM, R448A, 208-230V/60/1. (WT 388)
9. 1-BELO 130BS6EMAB0200 Intelligen, 2 speed motors, 208-230V/60/1.
10. 3-28918301S Wireless Cards

Accessories:

1. 4-4' LED Vapor-proof Light Fixture
2. 2-Heated Pressure Relief Vent
3. 1-Interior Floor Ramp
4. 120 Ft - NSF Metal Covered Base
5. 1 Lot suspended ceiling panels package

Installation:

To include delivery, set-up and installation of refrigeration equipment and tie into existing electrical disconnect which will be furnished by customer.

Other Concerns:

1. Any concrete, electrical work and plumbing to be done by others.

Warranty

1. One year on refrigeration, 5 years on compressors, 180 days on labor.

Price must include Freight on Board Destination, Freight Prepaid. Equipment shall be delivered and uncrated. The contractor will assume all responsibility for equipment until all equipment is delivered and a representative of the Mt. Pleasant Independent School District performs an inspection and equipment is accepted. Crating must be removed from District premises.

**Please note that Mt. Pleasant ISD is a member of Region VIII Tips, Buy Board, Region VII, OMINA, Purchasing Cooperative of America and Texas Multiple Award Schedule Contracts (TMAS) purchasing**

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-IN FREEZER AND COOLER REPLACEMENT

cooperatives and pricing should be given accordingly. Specifications for the brand and model number of the equipment offered by the vendor for this Request for Proposal must be submitted with the proposal packet.

Laura Stewart, Director of Food Services for Mt. Pleasant ISD may be reached at 903-575-2000 or by email at [lstewart@mpisd.net](mailto:lstewart@mpisd.net)

Due to Texas Department of Agriculture regulations, all equipment must be delivered, installed and invoiced by August 30, 2024. Price must include Freight on Board Destination, Freight Prepaid. Equipment shall be delivered and uncrated. The contractor will assume all responsibility for equipment until all equipment is delivered and installed.

**METHOD AND CRITERIA FOR EVALUATING THE PROPOSAL**

At the RFP opening, a checklist will be used to determine if all the vendors who have submitted proposals for the RFP have completed all the required forms, signed or initialed all of the requested signature pages and initialed acceptance to all other terms and conditions of this Request for Proposal will be classified as 'Responsive Vendors'

All Responsive Vendors will have their proposals evaluated using a scoring rubric. The lowest price offered will receive 30 points. All subsequent proposals in the lowest price category will be awarded points based on the following formula:

Lowest price/ Higher price X Total Available Points = Points Awarded for the higher bid.

In all other categories, points will be awarded to each vendor who meets the criteria listed in the columns in the example below:

| RFP-2207-24 SIMS & BRICE WALK-IN FREEZER/COOLER REPLACEMENT | BASE PRICE SHIPPING and INSTALLATION QUOTED | TOTAL LOWEST PRICE PER ITEM* | INSTALL AND BILL BY AUG 30, 2024 | HUB CERTIFIED | MEETS BID SPECS | SUBMITTED CUSTOMER REFERENCES | WARRANTY INCLUDED | TOTAL POINTS AWARDED | NOTES |
|---|---|------------------------------|----------------------------------|---------------|-----------------|-------------------------------|-------------------|----------------------|-------|
| POINTS AWARDED PER CATEGORY                                 |   | 30                           | 20                               | 10            | 20              | 10                            | 10                | 100                  |       |
| Vendor Name   |   |                              |                                  |               |                 |                               |                   |                      |       |

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

**OPENING OF SEALED PROPOSALS**

Mount Pleasant ISD Food Service Department will open proposals on **03/06/2024** at 2:00 pm CST in the Conference room at the Administration Building Board Room. Vendors are welcome to attend.

**AWARD OF PROPOSAL**

Proposals will be opened and evaluated as described in the Method and Criteria for Evaluating the Proposal. The award will be made in writing to the proposer with the lowest responsible and reasonable proposal that is most advantageous to the district.

**METHOD FOR SUBMITTING A PROTEST FOR THE PROPOSAL AWARD**

Vendors wishing to protest the award for proposal must do so in writing addressed to Mount Pleasant ISD Food Service Department, attention Laura Stewart at P.O. Box 1117, Mount Pleasant, Texas 75455, within 10 days of the award. Vendor must explain in detail their reason for protesting the proposal award. Upon receipt of a protest, the Food Service Director will meet with the Chief Financial Officer and the Superintendent to review the protest. The vendor will be contacted via mail with the results of the protest review.

**GENERAL CONDITIONS**

1. Proposals shall be submitted on this form. All prices must be typed or written in ink. Proposals written in pencil will not be accepted. Each proposal shall be placed in a separate envelope, sealed and properly identified with the proposal title and the time and date to be opened.
2. Proposals must be received in the Purchasing Department office **before the hour and date specified. DO NOT FAX YOUR PROPOSAL!**
3. Prices proposed should be F.O.B. destination, inside delivery (if applicable). All freight charges must be included in your proposal pricing. If otherwise, state on Deviation/Compliance Signature form.



MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

4. Delivery shall be made during normal school hours (8:00 a.m. to 4:00 p.m. CST Monday-Friday) unless prior approval has been obtained from authorized District personnel.
5. All items proposed must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District.

6. Installation: the successful proposal shall provide the following services on the items proposed, at no additional cost to the District, if otherwise, state on Deviation/Compliance Signature form.
  - a. Provide transportation of items to the facility.
  - b. Place the items in the proper location within the facility.
  - c. Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
  - d. Provide adjustment by a trained installation mechanic.
  - e. Remove all debris from site.
7. The District is exempt from Federal Excise Tax, State, and Local Tax. Do not include tax in your proposal totals. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
8. Any catalog, brand name, or manufacturer's reference used in the proposal **is descriptive and not restrictive** and is intended to indicate type and quality desired. Proposals on brands of like

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

nature and quality will be considered. If proposing on other than referenced specifications, proposal must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being proposed should be included with the proposal. If proposer takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.

9. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with proposer's name and item number on the proposal.  
**DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.**
10. The Board of Trustees of Mount Pleasant Independent School District reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serves the interest of the District.
11. The District reserves the right to purchase or lease-purchase additional articles as listed on this proposal subject to verification of the same or lower prices and conditions on proposal.
12. All items and services being proposed must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
13. **The proposer, if awarded an order or contract, agrees to indemnify, protect, defend, and hold harmless the Mount Pleasant Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, proposer further agrees to indemnify, protect, defend and hold harmless the Mount Pleasant Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.**
14. It is not the policy of the District to purchase on the basis of low proposals alone. In evaluating proposals submitted and per the Texas Education Code 44.031(b), the following considerations may be taken into account to determine the best value for the District.
  - a. the purchase price;

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

- b. the reputation of the vendor and of the vendor's goods or services;
  - c. the quality of the vendor's goods or services;
  - d. the extent to which the goods or services meet the District's needs;
  - e. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
  - f. the total long-term cost to the District to acquire the vendor's goods or services; and
  - g. any other relevant factor specifically listed in the competitive sealed proposals.
15. The contract will be awarded in the best interest of Mount Pleasant Independent School District. Specific award information is located under Specific Terms and Conditions Item #1.
16. The District reserves the right to cancel the contract without penalty or any additional payment due to unsatisfactory performance.
17. In case of ambiguity or lack of clarity, the Mount Pleasant ISD reserves the right to consider the most advantageous construction thereof, or to reject the proposal.
18. **NON-APPROPRIATION OF FUNDS:** Should the District not have sufficient funds appropriated for the contract, and after timely notification to the supplier, the District is fully and expressly released from all obligations under this agreement and any incidental agreements hereto. Renewal of agreements is specifically contingent upon satisfactory performance by supplier under the conditions set forth in this agreement.
19. Vendors not responding appropriately to proposal requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. MPISD reserves the right to delete vendors that do not respond appropriately.
20. All proposers must execute the "Affidavit of Non-Collusion", "Felony Conviction Notification", "EDGAR Vendor Certification", "Debarment and Suspension Certification Form", "Deviation/Compliance Signature Form", or No Bid/Proposal Notification" enclosed herewith for

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

this proposal to be considered. The name of the company representative on these forms should be the same.

21. Proposal results will be presented to the Mount Pleasant Independent School District Board of Trustees for approval at the earliest opportunity following the proposal opening if \$25,000 or greater.
22. It is the policy of the Mount Pleasant Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
23. The proposer shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

**STANDARD TERMS AND CONDITIONS**

1. **CERTIFICATION:** By signature on Proposal Document the vendor certifies that:
  - a. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this proposal.
  - b. The prices in this proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
2. **CONTRACT MODIFICATION:** No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
3. **CONTRACT AND PURCHASE ORDERS:** A response to this proposal document is an offer to contract with the MPISD and its members based upon the item Specifications and the Terms and

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

Conditions contained in the proposal document. Proposals do not become contracts unless and they are both accepted by the MPISD through an Award Letter to the proposer, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of MPISD Purchasing Department.

This The contract shall collectively include (1) these General and Standard Terms and Conditions and the Item Specifications included in the Proposal Document and any subsequent addenda thereto, as well as and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in Titus County.

#### **ACCEPTANCE, TERMS AND CONDITIONS OF CONTRACT**

Whether construed as an offer, acceptance or confirmation, the terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein. The purchase order shall constitute the final, complete and exclusive statement of the contract and may not be modified or rescinded except by a written change order issued by MPISD. If the purchase order constitutes an offer by the MPISD to purchase the goods and/or services specified upon the terms and conditions and at the price(s) and with the delivery date(s) specified therein, the Vendor shall indicate its acceptance of the order by verbal acceptance communicated to the Buyer, by written acceptance on the face of the purchase order received by the Buyer, by other written confirmation received by the Buyer, by commencing work on the purchase order in any manner, expressly conditioned on notice of such commencement of work received by MPISD, or by the delivery of the goods or services within the time for such delivery as stated in the purchase order. Regardless of the manner or medium of acceptance time is of the essence. ***As an offer, each purchase order expressly limits acceptance to these terms and conditions, and notification of objection to any different or additional terms in any response to this offer from the Vendor is hereby given.*** If a purchase order is construed as an acceptance of the Vendor's offer, the acceptance is expressly conditioned on the Vendor's assent to any additional or different terms contained in the purchase order. If the parties have otherwise completed a signed, written contract, the parties agree that the use of a purchase order to place orders for goods or services pursuant to such a contract shall be construed to supplement the terms of such written contract only to the extent that the terms and conditions of this purchase order are not inconsistent with such written contract. ***Regardless of its construction as an offer, acceptance, confirmation or use to place orders for goods or services pursuant to an earlier contract, each purchase order incorporates by reference all terms of the Uniform Commercial Code providing any protection for MPISD as the buyer, including, without limitation, all express and implied warranty protection and all buyer's remedies under the Uniform Commercial Code.***

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

4. **PACKING AND SHIPPING:** (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination, freight prepaid, to Mount Pleasant Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00 a.m. to 4:00 p.m., unless approval for later delivery has been obtained.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** If applicable, every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.
6. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** If applicable, each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
7. **GRATUITIES:** The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee or Board member of the Mount Pleasant Independent School District with a view toward securing an order, or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.
8. **WARRANTIES:** Vendor warrants that all goods delivered under this contract will be new and will conform to the requirements of this solicitation (including all applicable descriptions, specifications, drawings, and samples) and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties. The District retains all other warranties and/or other remedies provided by federal & state law.
9. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.

10. ASSIGNMENT-CLAIMS: Vendor and the Mount Pleasant Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the District. Therefore, vendor hereby assigns the District any and all claims for such overcharges.
11. ADVERTISING: Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
12. TITLE AND RISK OF LOSS: If applicable, the title and risk of loss of the goods shall not pass to until the District actually receives the goods at the point of delivery.
13. INSPECTION: If applicable, all goods are subject to final inspection and acceptable by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
14. LIENS: All goods delivered and labor performed under this solicitation shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
15. **INDEMNIFY: Vendor agrees to indemnify, protect, defend, and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this contract. Upon written requests vendor will defend, at their own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Mount Pleasant Independent School District against all claims for damages to persons or property resulting from to defects in materials or workmanship.**

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

16. **REMEDIES AND APPLICABLE LAWS:** The Mount Pleasant Independent School District shall have all remedies afforded each by federal and state law, including remedies set forth in the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, without regard to its conflicts-of-laws principles, and suits pertaining to this contract may be brought only in the courts of the State Texas in Titus County.
17. **CONFLICT OF INTEREST:** This contract is subject to cancellation by buyer if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of Mount Pleasant Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **FORCE MAJEURE:** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent. In addition, Vendor specifically assumes the risk that Mount Pleasant Independent School District may cancel or delay this transaction due to causes beyond the District's control, including, but not limited to, epidemic, pandemic, government orders, and similar occurrences. In the event of such cancellation or delay, Mount Pleasant Independent School District shall not be required to pay any related damages.
19. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
20. **INTERPRETATION-PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term



**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

21. **COMPLIANCE OF LAWS:** The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Mount Pleasant Independent School District, termination for non-availability of funding and for prepayment, without penalty.
22. **CHOICE OF LAW:** The parties hereby agree that this agreement was negotiated, made and entered into the State of Texas and under the laws of the State of Texas.
23. **INFRINGEMENT:** Contractor agrees to protect Mount Pleasant Independent School District from claims involving infringement or copyrights.
24. **TECHNICAL SPECIFICATIONS:** Technical specifications define the minimum acceptable standard.
25. **REMEDIES FOR NON-PERFORMANCE OF CONTRACT AND TERMINATION OF CONTRACT:** If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the MPISD may terminate the vendor's contract for cause as provided by the remainder of this section.

If any delay or failure of performance is caused by a Force Majeure event as described in section #18 of this Standard Terms and Conditions document entitled "Force Majeure," the MPISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- (a) The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Proposal Document.
  - (b) The vendor delivering any product(s) that fails to meet the Item Specifications included in this Proposal Invitation relating to the awarded product(s).
  - (c) The vendor delivering any substitution(s) of product(s) different than those originally proposal awarded without the written approval of MPISD.
  - (d) The vendor's incomplete response to the Proposal Document.
  - (e) Vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the MPISD.
26. **ORDER OF PRECEDENCE:** In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth in specifications, 3) provisions set forth in Referenced Documents; and 4) the general proposing instructions to proposers.
27. **ERRORS OR OMISSIONS:** The District is not responsible for any proposer's errors or omissions.
28. **CONFIDENTIAL INFORMATION:** Vendor agrees that all records submitted in response to this solicitation are not confidential and that MPISD may disclose such records without having to obtain permission from Vendor, or otherwise give Vendor any notice regarding disclosure.
29. **ADDENDUM:** In the event that any changes to this proposal document occur subsequent to the mailing or other delivery of the original proposal document, the changes or corrections to this Proposal Invitation will be made by addendum. ***It is your responsibility to obtain any addenda that pertains to this proposal.***

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-IN FREEZER AND COOLER REPLACEMENT**

30. VERIFICATIONS: This section only applies if Vendor has more than 10 full time employees and the Agreement is valued at \$100,000 or more: In accordance with Texas Government Code 2271.002 and 2274.002, by executing and submitting a proposal, Vendor verifies that
- (1) it does not boycott Israel and will not boycott Israel during the term of this contract;
  - (2) that it does not boycott energy companies and will not boycott energy companies during the term of this contract; and
  - (3) that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**PROPOSAL RESPONSE FORM**

**Walk-In Freezer/Cooler Combination RFP# 2207-24**

**Mount Pleasant Independent School District, 2230 N. Edwards Mount Pleasant, TX 75455**

I / We propose to provide the merchandise and services proposal within this document and, awarded the proposal, do agree to abide by all terms and conditions of the proposal.

I / We represent that we possess the expertise, qualified personnel, facilities, equipment, licenses, and permits necessary to properly and lawfully provide the services and supplies described herein.

And, I / We affirm that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendors submitting proposals, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that he/she is fully informed regarding the accuracy of the statement contained on this contract, and that the penalties herein are applicable to the vendor making the proposal well as to any person signing on his/her behalf.

Pursuant to and in compliance with the project specifications and proposing requirements relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the project specifications.

Signature of Authorized Company Representative

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MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

**PROPOSAL RESPONSE FORM (continued)**

Firm Submitting Proposal \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Authorized Company Representative \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Vendor's Ordering Contact Name \_\_\_\_\_

Title \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_

Vendor's Accounting Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

**PROPOSAL RESPONSE FORM (continued)**

List any deviations from District specifications or alternative proposals for consideration:

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**PROPOSAL RESPONSE FORM (continued)**

**REFERENCES**

**Provide references with similar scope of work per specifications.**

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

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

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

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

**All the following forms and documents are required to by State and/or Federal policy. Please fill out, initial, or provide certifications for the following forms as instructed and return them with the proposal packet.**

**Historically Underutilized Business (HUB) Certification**

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to identify their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Please send a copy of your company's HUB certification in the proposal packet if applicable.

**Liability Insurance Documentation**

Companies are required to provide a Certificate of Liability Insurance when installing Walk-in Freezer/Cooler Units in our district. Please send a copy of your Proof of Liability Insurance with the proposal packet.

**All the following forms and documents are required to by State and/or Federal policy. Please fill out, initial, or provide certifications for the following forms as instructed and return them with the proposal packet.**

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

**Non-Resident Vendor Form**

**Mount Pleasant Independent School District**

**Please answer the following questions and return with this proposal:**

Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident proposer's state. For information regarding this series of questions, see Article 601g of the Texas Civil Statutes.

Is your principal place of business in Texas?  Yes  No

If no, in which state is your principal place of business? \_\_\_\_\_

If your principal place of business is not Texas, does your state favor resident proposers in your state by some dollar increment or percentage?  Yes  No

If yes, what is that dollar increment or percentage? \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
ADDRESS

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

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

**Notice of No Response**  
**(Only use for 'no proposal/no bid' response)**

I / We have read the requirement for this Request for Proposal and do not wish to submit a proposal response at this time.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Firm Submitting

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

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

\_\_\_\_\_  
Authorized Company Representative (Printed) Title

\_\_\_\_\_  
Date



MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

## REQUIRED STATE AND FEDERAL POLICY ACNKNOWLEDGMENTS DOCUMENTATION

### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

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

*\*Does vendor agree to abide by the above? YES \_\_\_ Initials of Authorized Representative of Vendor \_\_\_*

### CERTIFICATION OF NON-COLLUSION STATEMENT

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

*\*Does vendor agree to abide by the above? YES \_\_\_ Initials of Authorized Representative of Vendor*

**Copeland "Anti-Kickback" Act ([18 U.S.C. 874](#) and [40 U.S.C. 276c](#))** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act ([18 U.S.C. § 874](#)), as supplemented by Department of Labor regulations ([29 CFR part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

*\*Does vendor agree to abide by the above? YES \_\_\_ Initials of Authorized Representative of Vendor \_*

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

**Civil rights/Discrimination**

State and local agencies must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). State and local agencies must also comply with the Department's regulations on nondiscrimination (parts 15, 15a, and 15b of this title), and with the provisions of FNS Instruction 113-2, including the collection of racial/ethnic participation data and public notification of nondiscrimination policy.

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/ad-3027.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; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

***\*Does vendor agree to abide by the above? YES \_\_\_ Initials of Authorized Representative of Vendor \_\_\_***

**MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT**

**Health and Safety Certifications, Licensing, or Regulations**

*Health & Safety Code Title 6; Section 438.001 – 438,155*

Requires all contractors to meet the applicable local, state, and federal health and safety certifications, licensing, or regulations including, but not limited to facility use, food establishment, and authorized providers.

*\*Does vendor agree to abide by the above? YES \_\_\_ Initials of Authorized Representative of Vendor \_\_\_*

**Solid Waste Disposal Act**

Section 36002 as amended by the Resource Conservation and Recovery Act

Except as provided in subsection (b), a procuring agency shall comply with the requirements set forth in this section and any regulations issued under this section, with respect to any purchase or acquisition of a procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such items or of functionally equivalent items purchased or acquired in the course of the preceding fiscal year was \$10,000 or more.

*\*Does vendor agree to abide by the above? YES \_\_\_ Initials of Authorized Representative of Vendor \_\_\_*

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

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

*\*Does vendor agree to abide by the above? YES \_\_\_ Initials of Authorized Representative of Vendor \_\_\_*

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

When federal funds are expended by Mount Pleasant ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R Part 18; Pub. L 94-163, 89 Stat. 871).

*\*Does vendor agree to abide by the above? YES \_\_\_ Initials of Authorized Representative of Vendor \_\_\_*

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

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

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

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

Firm's Name: \_\_\_\_\_

(Please print)

Name of Authorized Company Official: \_\_\_\_\_

(Please print)

Title of Authorized Company Official: \_\_\_\_\_

(Please print)

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

Date \_\_\_\_\_

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2207-24 ANNIE SIMS AND EC BRICE WALK-  
IN FREEZER AND COOLER REPLACEMENT

**\*\*NOTICE \*\***

Here at Mount Pleasant ISD as in all other districts, we are now required to adhere to the State's regulations regarding disclosures.

In accordance with the Purchasing guidelines as set forth by the state, Mount Pleasant ISD in compliance with State regulations must have a form filled out by our vendors. Below is the link where new vendors must go to fill out the form and print it out upon completion. Once completed and printed, the form must be notarized and returned to Mount Pleasant ISD.

Filing application is at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

After the vendor submits the form to the District, the District uses the application to notify the Ethics Commission of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The District needs the unique certificate number to use the application to acknowledge the receipt of Form 1295.

# EDGAR VENDOR CERTIFICATION

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## (2 CFR Part 200 and Appendix II)

When a Mt. Pleasant ISD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Mt. Pleasant ISD purchases using federal grant funds. This completed form will be made available to Mt. Pleasant ISD for their use while considering their purchasing options when using federal grant funds.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, **MPISD** will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Mt. Pleasant ISD to purchase from the Vendor using federal funds.*

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### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the Standard Terms and Conditions. Any Contract award will be subject to such General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Mt. Pleasant ISD ancillary contract, or Member Construction Contract agreed upon by Vendor and the Mt. Pleasant ISD which must be consistent with and protect the Mt. Pleasant ISD.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

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### **2. Termination for Cause or Convenience:**

For any Mt. Pleasant ISD purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Mt. Pleasant ISD may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Mt. Pleasant ISD shall only be required to pay Vendor for goods or services delivered to the Mt. Pleasant ISD prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Mt. Pleasant ISD has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

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**3. Equal Employment Opportunity:**

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Mt. Pleasant ISD purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

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**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Mt. Pleasant ISD prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Mt. Pleasant ISD contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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**6. Right to Inventions Made Under a Contract or Agreement:**

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

Vendor agrees to comply with the above requirements when applicable.

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**7. Clean Air Act and Federal Water Pollution Control Act:**

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

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**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify Mt. Pleasant ISD. if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

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**10. Procurement of Recovered Materials:**

For Mt. Pleasant ISD purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Mt. Pleasant ISD may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, Mt. Pleasant ISD may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Mt. Pleasant ISD, Vendor agrees to provide information and negotiate with the Mt. Pleasant ISD regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Mt. Pleasant ISD shall not exceed the awarded pricing, including any applicable discount.



**12. General Compliance and Cooperation with Mt. Pleasant ISD:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from Mt. Pleasant ISD, it shall make a good faith effort to work with Mt. Pleasant ISD to provide such information and to satisfy such requirements as may apply to a particular Mt. Pleasant ISD purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

| Vendor Certification Item No.                                | Vendor Certification:<br>YES, I agree or<br>NO, I do NOT agree | Initial |
|--|--|---------|
| 1. Vendor Violation or Breach of Contract Terms              |  |         |
| 2. Termination for Cause or Convenience                      |  |         |
| 3. Equal Employment Opportunity                              |  |         |
| 4. Davis-Bacon Act   |  |         |
| 5. Contract Work Hours and Safety Standards Act              |  |         |
| 6. Right to Inventions Made Under a Contract or Agreement    |  |         |
| 7. Clean Air Act and Federal Water Pollution Control Act     |  |         |
| 8. Debarment and Suspension                                  |  |         |
| 9. Byrd Anti-Lobbying Amendment                              |  |         |
| 10. Procurement of Recovered Materials                       |  |         |
| 11. Profit as a Separate Element of Price                    |  |         |
| 12. General Compliance and Cooperation with Mt. Pleasant ISD |  |         |

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

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

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

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

# Mt. Pleasant Independent School District

P. O. Box 1117  
Mt. Pleasant, Texas 75456-1117  
Laura Morgan, Coordinator



Phone (903) 575-2000

Fax (903) 575-2014

## FELONY CONVICTION NOTICE

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

### FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION**

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

Check One:

- My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- 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): \_\_\_\_\_

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Company (Firm Name)

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

\_\_\_\_\_  
Title

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.