

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2416-25 KITCHEN EQUIPMENT

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 2416-25

The Mount Pleasant ISD Food Service Department is issuing a Request for Proposal (RFP 2416-25) from qualified vendors to provide Kitchen Equipment.

Responses to this Request for Proposal shall include all the information requested hereafter and must be received in printed form by July 07, 2025 at 2:00 p.m. at the following address:

Mount Pleasant ISD Administration Building
Attn: Pamela Jennings, Interim 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 Pamela Jennings, Interim Director of Food Services by phone at 903-575-2142, in person at 2230 N. Edwards, Mount Pleasant, Texas 75455 or via email at pjennings@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

- Two (2) Tilt Skillet/Braising Pans; One for Vivian Fowler Elementary School and one for the Frances Corprew Elementary School.
- One (1) ice machine bin for Frances Corprew Elementary School
- Six (6) Counter Top Merchandiser Cabinets for the High School and Jr. High School
- Two (2) Commercial Dishwashers; one for the Jr. High School and one for the Child Development Center
- Two (2) sets of Double Stacked Convection Ovens; one set of two ovens for the Jr. High School and one set of two ovens for the Vivian Fowler Elementary School
- One (1) set of Double Stacked Convection Steamers with Stand for the PE Wallace Middle School

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Responses to Request for Proposal

Proposals shall be placed in a sealed envelope bearing the identification of the RFP # 2416-25, the company name and address, and marked Attention: Pamela Jennings 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 2416-25

DO NOT OPEN UNTIL: 07/07/2025 @ 2:15 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 Pamela Jennings, P.O. 1117, Mount Pleasant, Texas 75455.

Questions concerning this proposal should be directed to the Food Service Department via email at pjennings@mpisd.net or aolds@mpisd.net and must be received by the deadline below.

PROCESS TIMELINE

- 06/23/2025 – Request for Proposals (RFP) released to potential proposers
- 06/30/2025 @ 12:00 p.m. – All questions regarding RFP must be submitted
- 07/01/2025 – All submitted questions by vendors answered
- 07/07/2025 @ 2:00 p.m. – Deadline for receiving proposals
- 07/07/2025 @ 2:15 p.m. – Opening of proposals in the Board room at 2230 N. Edwards Mount Pleasant, Texas 75455
- 07/08/2025 – 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.

Mt. Pleasant ISD is requesting pricing for two (2) natural gas Tilt Braising Pans

The Tilt Skillet/Braising Pans are to be installed at two different locations: Vivian Fowler Elementary School and Frances Corprew Elementary School. Installation of the equipment is to be included in the quote.

Cooking Area/Capacity:

1. 40-gallon capacity providing (128) 04 Oz portions
2. Cooking surface area of 39"X23"
3. Pan Depth is to be 9.75"
4. The pan must have a stainless-steel pan body bonded to a steel cooking plate with covered interior corners.
5. Embossed gallon markings on pan are required
6. The unit must have a 4" return flange with formed pouring lip and removable strainer

Construction:

1. Cover must be stainless steel and be spring assisted with a wraparound handle
2. The cover should stop in place for vented cooking
3. Faucet mounting bracket should have a field reversible "L" bracket
4. Unit should be mounted on 4 casters, 2 fixed and 2 rolling with brake levers
5. The unit must have stainless steel legs that should be adjustable up to 12"
6. The unit must have a stainless-steel back
7. The unit will have a 46" wide open base
8. The Unit should be UL classified to NSF - #4

Gas Requirements:

1. The unit must be fueled by natural gas
2. The unit should have a 30,000 BTU burner for every 12" of pan width
3. The burners should automatically shut off when the pan is tilted 5 degrees
4. The unit should have a combination gas valve with a built-in regulator

Electrical:

1. Must have an electric motor driven pan lift
2. The unit must have an electric ignition system
3. Solid State temperature controls
4. Water tight controls and enclosures
5. Factory required electrical is 120/60/1 electrical power supply, 9.0 amps total draw

Additional Requirements:

1. Double pantry washdown hose with backflow preventer
2. Bracket for washdown hose containment
3. All necessary fittings and/or kits for the safe connection to our natural gas supply to the new equipment should be included in the pricing submitted for this proposal.

Warranty:

1. A two-year limited parts and labor warranty and after the first year, a 10-year parts warranty on the heating elements is preferred.

Due to Texas Department of Agriculture grant funding parameters, the Tilt Skillet for the Frances Corprew Elementary School must be installed and invoiced by August 15, 2025. Since the award of this piece of equipment is dependent on the availability of the grant funding, vendors must notify the district if they cannot meet the deadline in their RFP response.

Commercial Dishwasher-1 Unit installed at the Child Development Center – Manual Door Type

Installation of the equipment is to be included in the quote. Unit to be installed in an inline configuration. A conveyor dish machine would be preferred if the machine can fit into the pre-existing space. The entire dish machine must fit into a space that is 32" Deep and 25" Wide (table to table)

Hobart Model AM16T-ASR-2 – Or one of equal or like quality

Dishwashing Machine, tall chamber (27") door type, automatic soil removal (ASR), high temp sanitizing, 208-240/60/3 (field convertible to single phase), 52 racks/hour, straight-thru or corner installation, user-friendly smart touchscreen controls, Wi-Fi connectivity with SmartConnect app, Complete Delime™ with Delime Notification, Auto Dispensing, and Booster Guard™, Sense-A-Temp™ booster, electric tank heat, X-shaped wash arms, scrap screen and basket, door actuated start, stainless steel tank, tank shelf, chamber, trim panels, frame & feet, pumped drain air gap, drain water tempering, cULus, NSF, ENERGY STAR®.

Existing Vent System:

1. The existing vent system at the CDC campus is an open vented hood

Commercial Dishwasher-1 Unit installed at the Junior High School – Conveyor type

Installation of the equipment is to be included in the quote. Unit to be installed in an inline configuration. The entire dish machine must fit into a space that is 29 3/4" Deep and 44" Wide (table to table).

Hobart Model CL44-BAS+Buildup – Or one of equal or like quality

Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .45 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, cULus, NSF, ENERGY STAR®

Existing Vent System:

1. The machine must be connected to the existing vent system. The existing vent system at the Jr. High campus is a closed venting system.

Mt Pleasant ISD is seeking pricing on two (2) sets of double stacked convection ovens to be delivered at two different locations; the Jr High and the Vivian Fowler Cafeterias.

The ovens must have these features:

Dimensions:

1. Double stacked ovens must fit in a Floor Space 38"-40" X 36"-39" Deep with a Height of 70"-72" before casters are added

Operation:

1. Ovens are to be natural gas with a Direct Fired Gas System

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2. Ovens must have an electronic spark ignition control system
3. Removable in-shot burners
4. Internal pressure regulator
5. Manual gas service cut-off switch located on the front panel
6. Solid state thermostat with temperature control range of 200 degrees F to 500 degrees F
7. 2 speed fan motor
8. $\frac{3}{4}$ horsepower blower motor with automatic thermal overload protection
9. Control area cooling fan.
10. Solid state infinite control w/digital timer required

Door Function:

1. Doors opening tandemly is preferred

Power Supply (per section):

1. Voltage will need to be 115 volts, 1 phase, 8 Amp., 60 Hz., 2-wire with ground, $\frac{3}{4}$ H.P., 2 speed motor, 1120 and 1680 RPM.
2. 6' 1.8 (1.8m) electric cords for each oven is required.

Exterior construction:

1. Full angle-iron frame.
2. Stainless steel front, top and sides
3. Dual pane thermal glass windows encased in stainless steel doorframes
4. Powder coated door handles with simultaneous operation.
5. Triple mounted pressure lock door design with turnbuckle assembly
6. 1" solid block plus 1" mineral fiber insulation for a total of 2" insulation
7. Solid stainless-steel doors
8. 6" adjustable stainless-steel legs with 6" casters mounted on the lower oven legs

Interior Construction:

1. Double-sided porcelainized baking compartment liner (16 gauge)
2. Stainless steel combustion chamber
3. Single inlet blower wheel
4. Five chrome-plated racks, eleven rack positions with a minimum of 1-5/8" spacing
5. Interior lights

Misc. Features:

1. Two-year parts and two-year labor warranty
2. Three-year limited oven door warranty preferred

Counter Top Merchandising Cabinets

Mt Pleasant ISD is seeking the purchase and installation of five (5) Counter Top Merchandising Cabinet at the Mt Pleasant High School and one (1) Counter Top Merchandising Cabinet at the Jr. High School

Installation and Delivery of the equipment is to be included in the quote.

True GDM-07-HC~TSL01 - Or one of equal or like quality

The Counter Top Merchandising Cabinets must have the following features and functions:

Model Features:

1. Evaporator is epoxy coated to eliminate corrosion
2. Decal choice available
3. Listed under NSF/ANSI Standard 7 for the storage and display of packaged or bottled product

Dimensions:

1. 24 1/8" wide x 24 5/8" deep X 39 7/8" high

Exterior Design

1. Non-Peel or chip black powder coated rolled steel box
2. Cabinet set on four legs

Interior Design

1. Cabinet must have three wire shelves
2. Shelf Support Pilasters made of the same material as the cabinet interior
3. Shelves are adjustable on 1/2" increments
4. NSF Approved white aluminum liner with stainless steel floor

Insulation

1. Cabinet structure is foam-in-place using a high-density polyurethane insulation that has zero ozone depletion potential and zero global warming potential

Refrigeration System

1. Factory engineered self-contained capillary tube system using R290 hydrocarbon refrigerant that has 2 ozone depletion potential and three global warming potential.
2. High-capacity factory balanced refrigeration system that maintains cabinet temperatures of 33 degrees F to 38 degrees F
3. Electronically Commuted evaporator and condenser fan motors.
4. ECM motors operate at higher peak efficiencies and move more consistent column of air

Door

1. "Low-E" double pane thermal insulated glass door assembly with mitered plastic channel frame.
2. Door fitted with 12" long extruded handle
3. Self-closing door. Positive seal, torsion type closure system
4. Magnetic door gasket of one-piece construction and removable without tools

Lighting

1. LED lighting with a safety shield to provide lighting in the cabinet interior

Electrical

1. Unit is to be completely pre-wired at factory and ready for final connection to a 115/50/1phase, 15-amp dedicated outlet. Cord and plug sheet included.

Warranty:

1. 3 years parts and Labor and additional 2 years on compressor

ICE BIN SPECIFICATION

Mt Pleasant ISD is seeking the purchase and installation of one (1) at the Corprew Elementary School

Installation and Delivery of the equipment is to be included in the quote.

Manitowoc Ice D400 - Or one of equal or like quality

The Ice Bin must have the following features and functions:

Bin Features:

1. Inside Scoop Holder
2. Insulated foamed door
3. Soft trim around the door for quiet opening and closing
4. A door that can stay open when ice is being scooped from the machine
5. An Ergonomically designed door for easy access to the ice
6. A durable, corrosion resistant, smudge resistant exterior
7. Bin fixed on stainless steel legs that are a minimum of 4" tall

Bin Capacity:

1. ARHI Capacity-290 lbs

Dimensions:

1. 32" high x 30" wide X 34" deep

Warranty:

1. 3 years parts and Labor

Mt. Pleasant ISD is seeking pricing on one set of Double Stacked Convection Tankless Steamers with Stand

Connectionless steamers:

Steamers shall be connectionless with steam to be produced inside the cooking compartment. No water or drain connection shall be required. All necessary connective equipment (power cord, etc.) shall be included.

Capacity:

1. Steamers must be able to hold 6 – 2 1/2 "hostel pans or 4 – 4" hostel pans or 3 – 6" hostel pans.

Controls:

1. Must have a timer with a capacity of 90 minutes or greater.
2. Simple manual controls required.
3. Low water protection system which includes a low water warning light and automatic shutdown.

Options:

1. Must have drain pans with steamer unit.

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2. Stands for steamers must be mounted on stands with a low profile for user safety.

Performance:

1. Must be able to make steam and cook at temperatures between 150 – 212 degrees F. (66 – 100 degrees C)
2. Must be able to hold food at temperatures between 100 – 200 degrees F (38 – 93 degrees C).

Construction:

1. 14 gauge reinforced stainless steel steamer cavity
2. Insulated cavity and double panel door.
3. Front mounted manual reservoir drain valve
4. Stainless steel exterior
5. Must be National Sanitation Foundation (NSF) and Underwriters Laboratories (UL) listed.
6. 3 phase electrical configuration preferred.
7. Specifications regarding electrical connections needed must be supplied with the price quote

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, installed and an inspection is performed by a representative of the Mt. Pleasant Independent School District and equipment is accepted.

Please note that while there is a loading dock at our Frances Corprew Elementary School and our Mt. Pleasant Jr. High School. All of our other Mt Pleasant ISD campuses do not have a loading dock available. A delivery truck with a lift gate will be required. Please contact Mt. Pleasant ISD for details regarding delivery.

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 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.

Pamela Jennings, Interim Director of Food Services for Mt. Pleasant ISD may be reached at 903-575-2142 or by email at pjennings@mpisd.net . If for any reason you are not able to reach Pamela Jennings, you may reach Aura Olds at 903-434-8762 or by email at aolds@mpisd.net .

Due to Texas Department of Agriculture regulations, **all equipment must be delivered, installed and invoiced by August 15, 2025.** Price must include Freight on Board Destination, Freight Prepaid.

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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:

TOTAL LOWEST PRICE PER ITEM	MEETS BID SPECS	DEVIATIONS FROM ORIGINAL SPECIFICATIONS INCLUDED	COMPLIANCE WITH INSTALL AND BILL BY DATE	HUB CERTIFIED	SUBMITTED CUSTOMER REFERENCES	WARRANTIES INCLUDED	TOTAL POINTS AWARD
30	20	10	15	5	10	10	100

OPENING OF SEALED PROPOSALS

Mount Pleasant ISD Food Service Department will open proposals on 07/07/2025 at 2:15 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 Pamela Jennings 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 Interim 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.

PROTEST PROCEDURES:

Mt. Pleasant ISD maintains protest procedures to handle and resolve disputes relating to procurements made with federal funds and, in all instances, discloses information regarding the protest to TDA or other awarding agency. 2CFR § 200.318 (k). The protestor must exhaust all administrative remedies with the Mt. Pleasant ISD before pursuing a protest with a federal agency.

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.
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.

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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 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. 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.
10. 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.
11. All items and services being proposed must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
12. **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.**
13. 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;
 - 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.
14. 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.
15. The District reserves the right to cancel the contract without penalty or any additional payment due to unsatisfactory performance.
16. 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.

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17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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 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

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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.

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 nonconforming 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 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.

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2416-25 KITCHEN EQUIPMENT

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.
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

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2416-25 KITCHEN EQUIPMENT

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 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 receipt requested) of intent to terminate, and (2) an opportunity for consultation with the

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2416-25 KITCHEN EQUIPMENT

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 is 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.
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
RFP# 2416-25 For Kitchen Equipment
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 _____

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 _____

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2416-25 KITCHEN EQUIPMENT

PROPOSAL RESPONSE FORM (continued)

Phone _____ Fax _____

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

Provide references with similar scope of work per specifications.

Company Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

Company Name: _____

Address: _____

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2416-25 KITCHEN EQUIPMENT

Contact: _____

PROPOSAL RESPONSE FORM (continued)

REFERENCES

Phone: _____

Email: _____

Company Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

All the following forms and documents are required to be provided 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) 2416-25 KITCHEN EQUIPMENT

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 nonresident 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: _____

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

REQUIRED STATE AND FEDERAL POLICY ACKNOWLEDGEMENT DOCUMENTATIONS

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 _**

Chapter 2252 Certification (Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153) Representative of company, being an adult over the age of eighteen (18) years, certifies that the company is not listed on the website of the Comptroller of the State of Texas concerning the listing companies that are identified under Section 806.051, Section 807.051 or Section 225.153. The company representative further certifies that should the company enter into a contract that is on said list of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization, representative will immediately notify the Mt. Pleasant ISD Purchasing Department.

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

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2416-25 KITCHEN EQUIPMENT

House Bill 89 Verification

Representative of the company does hereby verify the truthfulness of the contents of the statements submitted on the certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at www.comptroller.texas.gov/purchasing/publications/divestment.php

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

REQUIRED STATE AND FEDERAL POLICY ACKNOWLEDGEMENT DOCUMENTATIONS (continued)

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 USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; or 2. fax: (202) 690-7442; or 3. email: Program.Intake@usda.gov This institution is an equal opportunity provider.

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

MOUNT PLEASANT ISD FOOD SERVICE REQUEST FOR PROPOSAL (RFP) 2416-25 KITCHEN EQUIPMENT

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 ____

REQUIRED STATE AND FEDERAL POLICY ACKNOWLEDGEMENT DOCUMENTATIONS (continued)

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 subgrantees 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 ____

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 _____

****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

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

(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.

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.

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).

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.

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. 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.

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.

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.

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.

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.

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).

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.

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: YES , I agree or 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

"Children First"

P. O. Box 1117

Mt. Pleasant, Texas 75456-1117

Laura Morgan, Purchasing Agent



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): _____

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:

- (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.