

Melissa Schools

Kitchen Equipment for Elementary Campus

RFP 03252024





**MELISSA
SCHOOLS**

03252024

Kitchen Equipment for Elementary Campus

Issue Date: 3/25/2024

Questions Deadline: 4/17/2024 12:00 AM (CT)

Response Deadline: 5/3/2024 12:00 AM (CT)

Contact Information

Contact: Lauren Dickson Purchasing Coordinator

Address: Purchasing
1904 Cooper Street
Melissa, TX 75454

Email: laurendickson@melissaisd.org

Event Information

Number: 03252024
Title: Kitchen Equipment for Elementary Campus
Type: Request for Proposal
Issue Date: 3/25/2024
Question Deadline: 4/17/2024 12:00 AM (CT)
Response Deadline: 5/3/2024 12:00 AM (CT)
Notes: The Melissa Independent School District is soliciting bids for the purchase of Kitchen Equipment for Elementary Campus. This request for proposal will open at 8 a.m. CST on March 25, 2024 and will close at 2 p.m. CST on May 3, 2024. The cutoff for questions is 12 p.m. CST on April 17, 2024. Melissa ISD is requiring proposers to submit their bids electronically using the lonwave system via the Melissa ISD website. Melissa ISD will not accept proposals that are submitted via email or fax. The district reserves the right to accept or reject any and all bids and to waive any formalities or technicalities if deemed in the best interest of the district. It is the responsibility of all respondents to review the entire proposal, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting a response. To submit a bid, visit www.melissaisd.org/bids and follow the link titled "Submit Bid to Melissa ISD" to access the lonwave system. Please direct any questions to Lauren Dickson at laurendickson@melissaisd.org

Ship To Information

Contact: Lauren Dickson
Address: Purchasing
Business Services
2230 Cooper Street
Melissa, TX 75454
Email: laurendickson@melissaisd.org

Billing Information

Contact: Lauren Dickson
Address: Purchasing
Business Services
Attn: Accounts Payable
1904 Cooper Street
Melissa, TX 75454
Email: laurendickson@melissaisd.org

Bid Attachments

BLANK_W9_FORM.pdf

Blank W9

[View Online](#)

CIQ.pdf

CIQ

[View Online](#)

MELISSAISD_W-9.pdf

MISD W9

[View Online](#)

notice of intention final.pdf

Notice of Intention

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Pages from TAX EXEMPT-2 (3).pdf

Tax Exemption

[View Online](#)

Standard Terms and Conditions.pdf

Standard Terms and Conditions

[View Online](#)

Bid Attributes

1

Scope of Work

The Melissa Independent School District is requesting proposals for Kitchen Equipment to outfit two (2) Elementary Campuses for the 2024-2025 School Year. Proposals will be received through the MISD Ionwave portal <https://melissaisd.ionwave.net>

MISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Proposals for services other than construction services. For information regarding the RFP process, contact Lauren Dickson of the Purchasing Department at laurendickson@melissaisd.org

The equipment requested will be listed by line item and must include installation. Although the district does not restrict, by use of a brand name, it does have certain features, which seem desirable. Vendors bidding/proposing other than items listed will submit those items as alternates to the specified item explaining on the bid/proposal price sheet where it does not meet specifications. Complete specification, literature describing alternate products, and requested sample information MUST be included in the bid/proposal price sheet on each item bid/proposed. The district reserves the right to make final decisions as to comparable items. Be very certain that items bid/proposed and delivered are EQUAL to items listed. Materials which are not equal will be returned to the supplier, transportation charges collected. Any Alternate to the Prime Specification must be submitted two weeks prior to the bid date in order to be approved. USA made items are preferred.

MISD is requiring that any firm that desires to place a bid, must visit the sites included in the RFP. Any bidder who fails to make an in-person site visit will have their bid rejected.
Site visits will be March 25th - May 2nd and must be arranged with Shannon Martin. Please email Shannon at shannonmartin@melissaisd.org to be placed on the schedule.

All work within the RFP must include the delivery of the equipment and full turnkey installation. The firm that is awarded the bid is responsible for verifying and all utility modifications needed during the installation.

(Optional: Maximum 4000 characters allowed)

2

Scope of Work- Locations

Campus	Address	City, State, Zip
Harry McKillop Elementary	3509 Liberty Way	Melissa, Tx 75454
Melissa Ridge Education Center	3233 W. Fannin Road	Melissa, Tx 75454

(Optional: Maximum 1000 characters allowed)

3

Standard Terms and Conditions

1. CERTIFICATION: By digital signature on Melissa ISD Ionwave portal the vendor certifies that:

2. 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 bid.
3. The prices in this bid 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.
4. **CONTRACT MODIFICATION:** No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
5. **CONTRACT AND PURCHASE ORDERS:** A response to this Bid Document is an offer to contract with the MISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are both accepted by the MISD through an Award Letter to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by a member of the MISD Business Services Department.
6. This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) 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 Collin County.
7. **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 Melissa Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.
8. **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 the vendor shall not have the right to substitute a conforming tender.
9. **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.
10. **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 of the Melissa 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.

11. **WARRANTIES:** (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (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 the vendor or the right of buyer under the foregoing warranties.

12. **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.

13. **ASSIGNMENT-CLAIMS:** Vendor and the Melissa Independent School District recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the District. Therefore, the vendor hereby assigns the District any and all claims for such overcharges.

14. **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.

15. **TITLE AND RISK OF LOSS:** (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.

16. **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 re- turned to the vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other expenses are the responsibility of the vendor.

17. **LIENS:** All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.

18. **INDEMNIFY:** Vendor agrees to indemnify 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, the vendor will defend, at its 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 Melissa Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.

19. **REMEDIES AND APPLICABLE LAWS:** This contract shall be governed by Melissa Independent School District and vendor shall have all remedies afforded each by 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, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Collin County.

20. **CONFLICT OF INTEREST:** This contract is subject to cancellation by buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of Melissa 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.

21. **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.

22. **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.

23. **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 object. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

24. **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 Melissa Independent School District, termination for non-availability of funding and for prepayment, without penalty.

25. **CHOICE OF LAW:** The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

26. **INFRINGEMENT:** Contractor agrees to protect Melissa Independent School District from claims involving infringement of copyrights.

27. **TECHNICAL SPECIFICATIONS:** Technical specifications define the minimum acceptable standard.

28. **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 at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the MISD may terminate the vendor's contract for cause as provided by the remainder of this section.

29. If any delay or failure of performance is caused by a Force Majeure event as described in section #20 of this Standard Terms and Conditions document entitled "Force Majeure," the MISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

a. 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 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.

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

c. The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.

d. The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).

e. The vendor delivers any substitution(s) of product(s) different from those originally bid and awarded without the written approval of MISD.

f. The vendor's incomplete response to the Bid Document.

g. And vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the MISD.

30. 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 on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.

31. ERRORS OR OMISSIONS: The District is not responsible for any bidder's errors or omissions.

32. CONFIDENTIAL INFORMATION: If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the documents.

33. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. It is your responsibility to obtain any addenda that pertains to this bid. We are no longer mailing the specifications or addenda. MISD will post this proposal and any addenda on our Ionwave portal at <https://melissaisd.ionwave.net>

34. Price increases for additional years will be negotiated at the time of renewal. Price negotiations may be negotiated to prices below the current pricing.

35. Negotiations for additional years and price restructuring must be completed before the date of renewal.

Bid Lines

1

CONVECTION OVEN, GAS (1 REQ'D)

Vulcan Model VC44GD Dimensions: 70(h) x 40(w) x 42.25(d)

Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, stainless steel front, top, sides & 8"H legs, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®

1 ea 1 year limited parts & labor warranty, standard

1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation

1 ea Gas type to be specified

1 ea (2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard

1 ea Gas manifold piping included with stacking kit to provide single point gas connection 2 ea Simultaneous doors, both ovens

1 st Casters, set of (4) in lieu of standard legs

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Manufacturer:

Item Notes: manufacturer or comparable

Supplier Notes:

☐ No bid
☐ Additional notes
(Attach separate sheet)

COMBI OVEN, GAS (1 REQ'D)

RATIONAL Model ICP 10-FULL NG 208/240V 1 PH (LM100EG) Dimensions: 39.9(h) x 42.25(w) x 38.4(d) (CE1GRRRA.0000240) iCombi Pro® 10-Full Size Combi Oven, natural gas, (10) 18" x 26" sheet pan or (20) 12" x 20" steam pan or (10) 2/1 GN pan capacity, (5) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6- point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 152,000 BTU, 208/240v/60/1-ph, 6 ft. cord, 1.5 kW, CE, IPX5, cCSAus, NSF, ENERGY STAR®

1 ea Model ICARESYSTEM AUTODOSE iCareSystem AutoDose, Integrated autonomous cleaning and storage system for iCombi Pro tabletop units. Uses RATIONAL Active Green and Care cartridges 1 ea Model 56.01.912 Active Green Cleaner Cartridges, iCombi Pro Table Top units with AutoDose option /6 cartridges per box (NET)

1 ea Model 56.01.914 Care Cartridges, iCombi Pro Table Top units with AutoDose option /6 cartridges per box (NET)

1 ea Model 8720.1561US Installation Kit, for gas iCombi/SCC/CMP 102G (208-240/60/1ph); gas iCombi/SCC/CMP 201G (120/60/1ph); gas iCombi/SCC/CMP 202G (208-240/60/1ph)

1 ea Model 1900.1154US Water Filtration Single Cartridge System, for any iVario, single Combi model, or XS or half-size Combi-Duos, includes: (1) single head with pressure gauge, R95-CL filter & filter installation kit

1 ea NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates

1 ea Model 60.31.087 Stand II Stationary Oven Stand, 26-3/8"H, (14) supporting rails, side panels and top closed, rear panel open, stainless steel construction, for 6- and 10-full size Classic/Pro 5 ea Model 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel 5 ea Model 6019.1150 CombiFry Basket, 1/1 GN, 12-3/4" x 20-7/8"

1 ea Misc Model 87.00.740 Step up transformer 1.5kVA for 6 & 10 Full Size-T279471S. Voltage Boost Transformer, for 6 or 10 full size gas combi. This optional transformer includes cords, plug and receptacle to operate 240V gas combi on a 120V receptacle when 208/240V is not available. Bracket is included to mount transformer. Proper bracing and planning is required. 20A breaker required.

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Manufacturer:

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3

PASS-THRU HEATED CABINET (1 REQ'D)

Traulsen Model AHF132WP-HHS Dimensions: 83.25(h) x 29.88(w) x 37.94(d)

Spec-Line Heated Cabinet, Pass-thru, one-section, stainless steel exterior, aluminum interior, standard depth cabinet, half-height door or doors with EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, microprocessor controls, 6" adjustable stainless steel legs, NSF, UL

1 ea 6-year parts & labor, standard. Visit www.traulsen.com for details

1 ea 208/115v/60/1-ph, 7.8 amps, standard

1 ea Thermometer side door: hinging to be determined

1 ea Rear door hinging to be determined

12 ea Universal tray slide - per pair

3 ea Credit for standard coated shelf, deduct

2 ea Half height glass door in lieu of solid, per door

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

4

PLANETARY MIXER (1 REQ'D)

Hobart Model HMM20-1STD

Centerline Planetary Mixer, 20 quart capacity, (3) fixed speeds, gear-driven transmission, digital controls, last time remind, stainless steel bowl, removable bowl guard, includes bayonet style wire whip, flat beater & dough hook, 1/2 HP motor, 100-120v/50/60/1-ph (Net)

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

5

EQUIPMENT STAND, FOR MIXER (1 REQ'D)

New Age Model 99738HL200

Mixer Stand pre drilled , 29"W x 23"D x 28"H, 16 gauge stainless steel top with marine edge, stainless steel undershelf, 70"H accessory tree with (5) hangers, 5" swivel casters (2) braked, Made in USA

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

6

TILTING SKILLET BRAISING PAN, GAS (1 REQ'D)

Vulcan Model VG40 Dimensions: 40.5(h) x 46(w) x 35.5(d)

Braising Pan, Gas, 40-gallon capacity, 46" wide open base, manual tilt, 9" deep stainless steel pan with gallon markings, pouring lip & removable strainer, spring assist cover with drip edge, pan holder, solid state control, includes L faucet bracket, electric ignition, 12" stainless steel legs with adjustable flanged feet, 120,000 BTU, CSA Flame, CSA Star, UL EPH Classified

1 ea 1 year limited parts & labor warranty, standard

1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation

1 ea Gas type to be specified

1 ea 120v/60/1-ph, 9.0 amps, cord & plug, standard

1 ea Model SGLTS 12NZL SINGLE Pantry Deck-Mount Faucet, 12" swivel spout, includes 4" & 12" riser, NSF & Lead Reduction Compliant (Note: water connection required)

1 ea Model BPD0V-2 2" draw-off valve, left front 90° left with strainer (pan support not available on 30- gallon)

1 ea Motor driven pan lift

1 ea Model CATCH CAN Catch can with bail handle & 4' drain hose for DOV 1 ea

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

7

HOT WATER DISPENSER (1 REQ'D)

Hatco Model AWD-12 Dimensions: 28.06(h) x 13.36(w) x 27.47(d)

Atmospheric Hot Water Dispenser, countertop design, 12-gallon capacity, automatic fill, pushbutton portion control, low water cut-off, electronic temp. control with digital display, stainless steel tank & base, cULus, UL EPH Classified, Made in USA

1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details

1 ea NOTE: Includes 24/7 parts & service assistance, call 414-671-6350

1 ea 208v/60/1-ph, 5.0 kW

1 ea Standard plug NEMA 6-30P

1 ea Model AWD-PLUMB 3 ft. rubber drain hose with 10 ft. 1/4" inlet tubing

1 ea Model AWD-FILTER Water filtration system with 10' of 1/4" tubing & fittings 1 ea

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

8

WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)

Duke Manufacturing Model 314-3024-2R Dimensions: 36(h) x 24(w) x 30(d)

Work Table, stainless steel top & riser, 30" wide top, with 1-1/8"H riser, 24" long, with galvanized undershelf & posts, 36" high, 14/300 stainless steel, NSF

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

9

MILK COOLER (1 REQ'D)

Traulsen Model RMC34S4 Dimensions: 46(h) x 34(w) x 32.13(d)

Spec-Line Forced-Air Single Access Milk Cooler, sliding door, holds (8) 13"x13" crates or (4) 13"x19" milk crates, stainless steel interior and exterior, reinforced floor, sliding caster rails , (2) heavy-duty stainless steel dunnage racks, top-mount refrigeration system, digital control, E-Z clean gaskets, floor drain, 4" factory mounted adjustable casters, 1/3 hp, cETLus, NSF

1 ea 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details 1 ea 115v/60/1-ph, 7.2 amps, NEMA 5-15P

1 st Model RMCACC-46CASTER Casters, 6", set of 4 (field installed)

1 ea Credit for standard 4" casters, deduct

(Response required)

Quantity: 1 UOM: EA

Price:

\$

Total:

\$

Item Notes: manufacturer or comparable

Supplier Notes:

☐

No bid

☐

Alternate specification
(Attach separate sheet)

☐

Additional notes
(Attach separate sheet)

1
0

CONVECTION STEAMER, GAS (1 REQ'D)

Vulcan Model C24GA10 Dimensions: 72(h) x 24(w) x 35.4(d)

Convection Steamer, Gas, 2 compartments on 24" cabinet base, (10)12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, & constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU, CSA Flame, CSA Star, UL EPH Classified

1 ea 1 year limited parts & labor warranty, standard

1 ea Gas type to be specified

1 ea 120v/60/1-ph with ground, 300w, 2.0 amps, cord & plug, standard

1 ea Model SMF620 SYSTEM SCALEBLOCKER™ Water Treatment, field installed by others at job site

1 ea 2nd year limited water related parts only & labor warranty, standard

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

1
1

CONVECTION OVEN, GAS (1 REQ'D)

Vulcan Model VC44GD Dimensions: 70(h) x 40(w) x 42.25(d)

Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, stainless steel front, top, sides & 8"H legs, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®

1 ea 1 year limited parts & labor warranty, standard

1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation

1 ea Gas type to be specified

1 ea (2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard

1 ea Gas manifold piping included with stacking kit to provide single point gas connection 2 ea Simultaneous doors, both ovens

1 st Casters, set of (4) in lieu of standard legs

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

1
2

CONVECTION OVEN, GAS (1 REQ'D)

Vulcan Model VC4GD Dimensions: 54.75(h) x 40(w) x 42.25(d)

Convection Oven, gas, single-deck, standard depth, solid state controls, electronic spark igniter, 60 minute timer, (5) nickel plated racks, 23-3/4"H legs with foot, stainless steel front, top & sides, stainless steel door with window, 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®

1 ea 1 year limited parts & labor warranty, standard

1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation

1 ea Gas type to be specified

1 ea 120v/60/1-ph, 7.7 amps, cord with plug, standard

1 ea Simultaneous doors, per section (chain driven)

1 st Model CSTSET-SINGLE Casters (set of four, 2 locking) for Single Deck Oven or for Leg Stand 1 ea

(Response required)

Quantity: 1 UOM: EA

Price: \$

Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

1
3

COMBI OVEN, GAS (1 REQ'D)

RATIONAL Model ICP 6-FULL ON 6-FULL NG 208/240V 1 PH

Two (2) (CC1GRRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR® 1 kt Model 60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)

1 ea Model 60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size

2 ea Model ICARESYSTEM AUTODOSE iCareSystem AutoDose, Integrated autonomous cleaning and storage system for iCombi Pro tabletop units. Uses RATIONAL Active Green and Care cartridges 1 ea Model 56.01.912 Active Green Cleaner Cartridges, iCombi Pro Table Top units with AutoDose option /6 cartridges per box (NET)

1 ea Model 56.01.914 Care Cartridges, iCombi Pro Table Top units with AutoDose option /6 cartridges per box (NET)

1 ea 2 years parts and labor, 5 years steam generator warranty

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

1
4

CONVECTION OVEN, GAS (1 REQ'D)

Vulcan Model VC44GD Dimensions: 70(h) x 40(w) x 42.25(d)

Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, stainless steel front, top, sides & 8"H legs, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®

1 ea 1 year limited parts & labor warranty, standard

1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation

1 ea Gas type to be specified

1 ea (2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard

1 ea Gas manifold piping included with stacking kit to provide single point gas connection

2 ea Simultaneous doors, both ovens

1 st Casters, set of (4) in lieu of standard legs

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

1
5

GAS CONNECTOR HOSE KIT / ASSEMBLY (1 kt REQ'D)

T&S Brass Model HG-4D-48SK

Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (2) Swivelink fittings, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5', 180,000 BTU / hr minium flow capacity

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

COMBI OVEN, GAS (1 REQ'D)

RATIONAL Model ICP 10-FULL NG 208/240V 1 PH (LM100EG) Dimensions: 39.9(h) x 42.25(w) x 38.4(d)

(CE1GRRRA.0000240) iCombi Pro® 10-Full Size Combi Oven, natural gas, (10) 18" x 26" sheet pan or (20) 12" x 20" steam pan or (10) 2/1 GN pan capacity, (5) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 152,000 BTU, 208/240v/60/1-ph, 6 ft. cord, 1.5 kW, CE, IPX5, cCSAus, NSF, ENERGY STAR®+

1 ea Model ICARESYSTEM AUTODOSE iCareSystem AutoDose, Integrated autonomous cleaning and storage system for iCombi Pro tabletop units. Uses RATIONAL Active Green and Care cartridges

1 ea Model 56.01.912 Active Green Cleaner Cartridges, iCombi Pro Table Top units with AutoDose option /6 cartridges per box (NET)

1 ea Model 56.01.914 Care Cartridges, iCombi Pro Table Top units with AutoDose option /6 cartridges per box (NET)

1 ea 2 years parts and labor, 5 years steam generator warranty

1 ea Model 9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems

1 ea Model 8720.1561US Installation Kit, for gas iCombi/SCC/CMP 102G (208-240/60/1ph); gas iCombi/SCC/CMP 201G (120/60/1ph); gas iCombi/SCC/CMP 202G (208-240/60/1ph)

1 ea Model 1900.1154US Water Filtration Single Cartridge System, for any iVario, single Combi model, or XS or half-size Combi-Duos, includes: (1) single head with pressure gauge, R95-CL filter & filter installation kit

1 ea Model 60.31.087 Stand II Stationary Oven Stand, 26-3/8"H, (14) supporting rails, side panels and top closed, rear panel open, stainless steel construction, for 6- and 10-full size Classic/Pro

5 ea Model 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel

5 ea Model 6019.1150 CombiFry Basket, 1/1 GN, 12-3/4" x 20-7/8"

1 ea Misc Model 87.00.740 Step up transformer 1.5kVA for 6 & 10 Full Size-T279471S. Voltage Boost Transformer, for 6 or 10 full size gas combi

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

1
7

PASS-THRU HEATED CABINET (1 REQ'D)

Traulsen Model AHF132WP-HHS Dimensions: 83.25(h) x 29.88(w) x 37.94(d)

Spec-Line Heated Cabinet, Pass-thru, one-section, stainless steel exterior, aluminum interior, standard depth cabinet, half-height door or doors with EZ-Clean Gaskets, (3) clear coated adjustable shelves per section, microprocessor controls, 6" adjustable stainless steel legs, NSF, UL

1 ea 6-year parts & labor, standard. Visit www.traulsen.com for details

1 ea 208/115v/60/1-ph, 7.8 amps, standard

1 ea Thermometer side door: hinging to be determined

1 ea Rear door hinging to be determined

12 ea Universal tray slide - per pair

3 ea Credit for standard coated shelf, deduct

2 ea Half height glass door in lieu of solid, per door

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

1
8

PLANETARY MIXER (1 REQ'D)

Centerline Planetary Mixer, 20 quart capacity, (3) fixed speeds, gear-driven transmission, digital controls, last time remind, stainless steel bowl, removable bowl guard, includes bayonet style wire whip, flat beater & dough hook, 1/2 HP motor, 100-120v/50/60/1-ph (Net)

1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

1
9

EQUIPMENT STAND, FOR MIXER (1 REQ'D)

New Age Model 99738HL200

Mixer Stand pre drilled , 29"W x 23"D x 28"H, 16 gauge stainless steel top with marine edge, stainless steel undershelf, 70"H accessory tree with (5) hangers, 5" swivel casters (2) braked, Made in USA

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
0

TILTING SKILLET BRAISING PAN, GAS (1 REQ'D)

Vulcan Model VG40 Dimensions: 40.5(h) x 46(w) x 35.5(d)

Braising Pan, Gas, 40-gallon capacity, 46" wide open base, manual tilt, 9" deep stainless steel pan with gallon markings, pouring lip & removable strainer, spring assist cover with drip edge, pan holder, solid state control, includes L faucet bracket, electric ignition, 12" stainless steel legs with adjustable flanged feet, 120,000 BTU, CSA Flame, CSA Star, UL EPH Classified

1 ea 1 year limited parts & labor warranty, standard

1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation

1 ea Gas type to be specified

1 ea 120v/60/1-ph, 9.0 amps, cord & plug, standard

1 ea Model SGLTS 12NZL SINGLE Pantry Deck-Mount Faucet, 12" swivel spout, includes 4" & 12" riser, NSF & Lead Reduction Compliant (Note: water connection required)

1 ea Model BPDOV-2 2" draw-off valve, left front 90° left with strainer (pan support not available on 30-gallon)

1 ea Motor driven pan lift

1 ea Model CATCH CAN Catch can with bail handle & 4' drain hose for DOV

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
1 GAS CONNECTOR HOSE KIT / ASSEMBLY (1 kt REQ'D)

T&S Brass Model HG-4D-48SK

Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (2) Swivelink fittings, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5', 180,000 BTU / hr minium flow capacity

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
2 HOT WATER DISPENSER (1 REQ'D)

Hatco Model AWD-12 Dimensions: 28.06(h) x 13.36(w) x 27.47(d)

Atmospheric Hot Water Dispenser, countertop design, 12-gallon capacity, automatic fill, pushbutton portion control, low water cut-off, electronic tem

1 ea 208v/60/1-ph, 5.0 kW

1 ea Standard plug NEMA 6-30P

1 ea Model AWD-PLUMB 3 ft. rubber drain hose with 10 ft. 1/4" inlet tubing

1 ea Model AWD-FILTER Water filtration system with 10' of 1/4" tubing & fittings

p. control with digital display, stainless steel tank & base, cULus, UL EPH Classified, Made in USA

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
3

WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)

Duke Manufacturing Model 314-3024-2R Dimensions: 36(h) x 24(w) x 30(d)

Work Table, stainless steel top & riser, 30" wide top, with 1-1/8"H riser, 24" long, with galvanized undershelf & posts, 36" high, 14/300 stainless steel, NSF

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
4

MILK COOLER (1 REQ'D)

Traulsen Model RMC34S4 Dimensions: 46(h) x 34(w) x 32.13(d)

Spec-Line Forced-Air Single Access Milk Cooler, sliding door, holds (8) 13"x13" crates or (4) 13"x19" milk crates, stainless steel interior and exterior, reinforced floor, sliding caster rails, (2) heavy-duty stainless steel dunnage racks, top-mount refrigeration system, digital control, E-Z clean gaskets, floor drain, 4" factory mounted adjustable casters, 1/3 hp, cETLus, NSF

1 ea 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details

1 ea 115v/60/1-ph, 7.2 amps, NEMA 5-15P

1 st Model RMCACC-46CASTER Casters, 6", set of 4 (field installed)

1 ea Credit for standard 4" casters, deduct

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
5

CONVECTION STEAMER, GAS (1 REQ'D)

Vulcan Model C24GA10 Dimensions: 72(h) x 24(w) x 35.4(d)

Convection Steamer, Gas, 2 compartments on 24" cabinet base, (10)12" x 20" x 2-1/2" deep total pan capacity, high output stainless steel steam generator with Timed Smart Drain & PowerFlush, staged water fill, professional controls with 60 minute timer, buzzer for each compartment, & constant steam feature, split water line, stainless steel interior, exterior, frame & flanged feet, electric ignition, 125,000 BTU, CSA Flame, CSA Star, UL EPH Classified

1 ea 1 year limited parts & labor warranty, standard

1 ea Gas type to be specified

1 ea 120v/60/1-ph with ground, 300w, 2.0 amps, cord & plug, standard

1 ea Model SMF620 SYSTEM SCALEBLOCKER™ Water Treatment, field installed by others at job site

1 ea 2nd year limited water related parts only & labor warranty, standard

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
6

GAS CONNECTOR HOSE KIT / ASSEMBLY (1 kt REQ'D)

T&S Brass Model HG-4D-48SK

Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (2) Swivelink fittings, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5', 180,000 BTU / hr minimum flow capacity

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
7

CONVECTION OVEN, GAS (1 REQ'D)

Vulcan Model VC44GD Dimensions: 70(h) x 40(w) x 42.25(d)

Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, stainless steel front, top, sides & 8"H legs, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®

1 ea 1 year limited parts & labor warranty, standard

1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation

1 ea Gas type to be specified

1 ea (2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard

1 ea Gas manifold piping included with stacking kit to provide single point gas connection

2 ea Simultaneous doors, both ovens

1 st Casters, set of (4) in lieu of standard legs

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
8

GAS CONNECTOR HOSE KIT / ASSEMBLY (1 kt REQ'D)

T&S Brass Model HG-4D-48SK

Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (2) Swivelink fittings, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5', 180,000 BTU / hr minium flow capacity

*(Response required)*Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

2
9

ITEM 11 - CONVECTION OVEN, GAS (1 REQ'D)

Vulcan Model VC4GD Dimensions: 54.75(h) x 40(w) x 42.25(d)

Convection Oven, gas, single-deck, standard depth, solid state controls, electronic spark igniter, 60 minute timer, (5) nickel plated racks, 23-3/4"H legs with foot, stainless steel front, top & sides, stainless steel door with window, 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®

1 ea 1 year limited parts & labor warranty, standard

1 ea K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation

1 ea Gas type to be specified

1 ea 120v/60/1-ph, 7.7 amps, cord with plug, standard

1 ea Simultaneous doors, per section (chain driven)

1 st Model CSTSET-SINGLE Casters (set of four, 2 locking) for Single Deck Oven or for Leg Stand

(Response required)

Quantity: 1 UOM: EA

Price: \$

Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
0

GAS CONNECTOR HOSE KIT / ASSEMBLY (1 kt REQ'D)

T&S Brass Model HG-4D-48SK

Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (2) Swivelink fittings, (1) 90° elbow, ball valve, restraining cable adjustable for 3' to 5', 180,000 BTU / hr minimum flow capacity

(Response required)

Quantity: 1 UOM: EA

Price: \$

Total: \$

Item Notes: manufacturer or comparable

Supplier Notes: _____

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
1

COMBI OVEN, GAS (1 REQ'D)

RATIONAL Model ICP 6-FULL ON 6-FULL NG 208/240V 1 PH

Two (2) (CC1GRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6)

operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR®

1 kt Model 60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)

1 ea Model 60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size

2 ea Model ICARESYSTEM AUTODOSE iCareSystem AutoDose, Integrated autonomous cleaning and storage system for iCombi Pro tabletop units. Uses RATIONAL Active Green and Care cartridges

1 ea Model 56.01.912 Active Green Cleaner Cartridges, iCombi Pro Table Top units with AutoDose option /6 cartridges per box (NET)

1 ea Model 56.01.914 Care Cartridges, iCombi Pro Table Top units with AutoDose option /6 cartridges per box (NET)

1 ea 2 years parts and labor, 5 years steam generator warranty

2 ea Model 8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60/1ph); gas iCombi/SCC/CMP 62G (208-240/60/1ph); gas iCombi/SCC/CMP 61G (120/60/1ph)

1 ea Model 1900.1150US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95-CL filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)

6 ea Model 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel

6 ea Model 6019.1150 CombiFry Basket, 1/1 GN, 12-3/4" x 20-7/8"

2 ea Misc Model 87.00.740 Step up transformer 1.5kVA for 6 & 10 Full Size-T279471S. Voltage Boost Transformer, for 6 or 10 full size gas combi. This optional transformer includes cords, plug and receptacle to operate 240V gas combi on a 120V receptacle when 208/240V is not available. Bracket is included to mount transformer. Proper bracing and planning is required. 20A breaker required.

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

3
2 **HOT FOOD SERVING COUNTER / TABLE (1 REQ'D)**

Duke Manufacturing Model TWHF-60SS Dimensions: 36(h) x 60(w) x 32(d)
Thurmaduke™ Ganged Waterless Well, mobile, electric, 60"W x 32"D x 36"H, 16ga stainless steel top, (4) stainless
steel heat wells, touch screen controls, stainless steel body & undershelf, dish shelf, 5" dia. swivel casters with
brakes, 6' cord & plug, cULus, UL EPH Classified
1 ea Model PH_VOLTAGE Voltage to be determined
1 ea Model ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under
countertop, per unit price (Note: Units required to be portable)
1 ea Model P-LAM Veneer plastic laminate on body (NOTE: Manufacturer's standard colors ONLY,
metallics, color-core & raised textures may incur additional cost)
1 ea Model MOD-4P Veneer on customer's side
1 ea Model MOD-P-END Veneer on end, each
1 ea Model SOLID-FX-4CU Tray Slide, customer's side, 60" W x 12-1/4" D, solid stainless steel, on fixed
brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)
Mounted at 28" AFF
1 ea Model CORD-8 8 ft. cord & plug
2 ea Model CUT-OP1-G Round cutout with grommet, in counter top, body panel or a shelf (specify
cutout diameter & location)
4" Dia for cord pass
1 ea Model MOD-HT Special Height Body, per unit
1 ea Model MOD-HT-34 34" Height Body
1 ea Model TS462-60 Contemporary Food Shield, 59-1/2"W x 20"D x 20-1/8"H, adjustable from full-
service to self-service guard, single shelf, sloped guard with fixed end closures, 3/8" glass
overshelf & guard with 1/4" glass ends (tempered with polished rounded edges), sloped Ø 1" tube
posts, stainless steel finish posts
1 ea Model TS400LED-4 LED light under shelf & wired to base, 120v/60/1-ph (this may require cord &
plug option)
1 ea Model TS400HT-4 Radiant Heater, under shelf & wired to base, 120v/60/1-ph (this may require
cord & plug option)
1 ea Model ICB CUSTOM Electric inter connect box with outlets breakers and cord, mounted in the
base

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Manufacturer:

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
☐ Alternate specification
(Attach separate sheet)
☐ Additional notes
(Attach separate sheet)

3 HOT FOOD SERVING COUNTER / TABLE (1 REQ'D)

3 Duke Manufacturing Model TWHF-60SS Dimensions: 36(h) x 60(w) x 32(d)
Thurmaduke™ Ganged Waterless Well, mobile, electric, 60"W x 32"D x 36"H, 16ga stainless steel top, (4) stainless steel heat wells, touch screen controls, stainless steel body & undershelf, dish shelf, 5" dia. swivel casters with brakes, 6' cord & plug, cULus, UL EPH Classified
1 ea Model PH_VOLTAGE Voltage to be determined
1 ea Model ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)
1 ea Model P-LAM Veneer plastic laminate on body (NOTE: Manufacturer's standard colors ONLY, metallics, color-core & raised textures may incur additional cost)
1 ea Model MOD-4P Veneer on customer's side
1 ea Model MOD-P-END Veneer on end, each
1 ea Model SOLID-FX-4CU Tray Slide, customer's side, 60" W x 12-1/4" D, solid stainless steel, on fixed brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)
Mounted at 28" AFF
1 ea Model CORD-8 8 ft. cord & plug
2 ea Model CUT-OP1-G Round cutout with grommet, in counter top, body panel or a shelf (specify cutout diameter & location)
4" Dia for cord pass
1 ea Model MOD-HT Special Height Body, per unit
1 ea Model MOD-HT-34 34" Height Body
1 ea Model TS462-60 Contemporary Food Shield, 59-1/2"W x 20"D x 20-1/8"H, adjustable from full-service to self-service guard, single shelf, sloped guard with fixed end closures, 3/8" glass overshelf & guard with 1/4" glass ends (tempered with polished rounded edges), sloped Ø 1" tube posts, stainless steel finish posts
1 ea Model TS400LED-4 LED light under shelf & wired to base, 120v/60/1-ph (this may require cord & plug option)
1 ea Model TS400HT-4 Radiant Heater, under shelf & wired to base, 120v/60/1-ph (this may require cord & plug option)
1 ea Model ICB CUSTOM Electric inter connect box with outlets breakers and cord, mounted in the base

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Manufacturer:

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

4

SERVING COUNTER, COLD FOOD (1 REQ'D)

Duke Manufacturing Model TCM-32SS-N7 Dimensions: 36(h) x 32(w) x 32(d)
 Thurmaduke™ Cold Food Unit, mobile, 32"W x 32"D x 36"H, 16ga stainless steel top, NSF 7 stainless steel mechanical cold pan, 8" deep, 28-1/2" x 21-3/4" liner, 1" drain line & valve, stainless steel body & undershelf, 5" dia.

swivel casters & brakes, R448a, 120v/60/1-ph, 6.14 amps, NEMA 5-15P, cULus, UL EPH Classified

1 ea Model COND-EVAP Condensate evaporator

1 ea Model ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)

1 ea Model P-LAM Veneer plastic laminate on body (NOTE: Manufacturer's standard colors ONLY, metallics, color-core & raised textures may incur additional cost)

1 ea Model MOD-2P Veneer on customer's side

1 ea Model SOLID-FX-2CU Tray Slide, customer's side, 32" W x 12-1/4" D, solid stainless steel, on fixed brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)

****Mounted at 28" AFF****

1 ea Model CORD-10 10 ft. cord & plug

1 ea Model E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source

2 ea Model CUT-OP1-G Round cutout with grommet, in counter top, body panel or a shelf (specify cutout diameter & location)

****4" Dia for cord pass****

1 ea Model TS462-32 Contemporary Food Shield, 31-1/2"W x 20"D x 20-1/8"H, adjustable from full-service to self-service guard, single shelf, sloped guard with fixed end closures, 3/8" glass overshelf & guard with 1/4" glass ends (tempered with polished rounded edges), sloped Ø 1" tube posts, stainless steel finish posts

1 ea Model TS400LED-2 LED light under shelf & wired to base, 120v/60/1-ph (this may require cord & plug option)

(Response required)

Quantity: <u>1</u>	UOM: <u>EA</u>	Price: <u>\$</u>	Total: <u>\$</u>
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Manufacturer: Duke Manufacturing

Item Notes: manufacturer or comparable

Supplier Notes:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)
- ☐ Additional notes
(Attach separate sheet)

6

(Response required)

☐ No bid

☐ Alternate specification
(Attach separate sheet)

☐ Additional notes
(Attach separate sheet)

SERVING COUNTER, UTILITY (1 REQ'D)

SERVING COUNTER, UTILITY (1 REQ'D)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

Melissa ISD

Notice of Intention

Ion Wave Bids/RFP/RFQ

Business Office



PART 1.0 – NOTICE OF INTENTION

The Purchasing Department of the Melissa Independent School District (“MISD” or the “School District”) is conducting this procurement to establish a contract. The Initial Term of the prospective contract is a period of three years. The maximum duration of any contract resulting from this procurement is a total of three years, running from the date of execution of the contract by the authorized representative of the School District. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the School District (“Board”) in a duly called and posted meeting of the Board. This contract can be accessed on an “as needed” basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Vendors are requested to submit an online response offering their total line of available products and services that are commonly purchased by school districts and other public, not-for-profit agencies and organizations.

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this RFP and further described in the scope and specification section.

The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ).

PART 2.0 – Request for Proposals Requirements

Please read carefully this entire RFP document and specifications. Complete all forms and submit your bid with all appropriate attachments.

2.1 Request for Proposals (RFP) Documents

MISD Purchasing Department documents are made available via the MISD Ion Wave Portal to anyone who wishes to submit a response. However, it is the responsibility of the vendor submitting a response to make certain that the MISD Ion Wave Portal has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

2.2 Tentative Time Table

MISD anticipates following the time table listed below for this solicitation:

Item	Activity
1	Solicitation starts to advertise (1st run)
2	Solicitation advertised (2nd run)
3	Deadline for submission of responses
4	Anticipated Board Meeting Approval
5	Initial Contract Period

2.3 Procurement Method

MISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Proposals for services other than construction services.

For information regarding the RFP process, contact Lauren Dickson, Purchasing Coordinator at laurendickson@Melissaisd.org

2.4 Requirements for Return of RFP Responses

Respondents must submit RFPs by the established deadline (day and time). Please refer to the “Instructions to Vendors” section to ensure that you submit all required information in the MISD Ion Wave System.

MISD does not accept responses after the due date and time.

2.5 Rights Reserved by MISD and Restrictions on RFP Process

- a) MISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- b) MISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with MISD. MISD may make multiple awards, and this fact should be taken into consideration by each vendor.
- c) MISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a contract pursuant to this RFP.
- d) MISD reserves the right to reject any and/ or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. MISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof. MISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. MISD also reserves the right as sole judge of quality and equality.

2.6 Questions and Clarification

- a) Questions regarding the requirements specified in this solicitation must be submitted within the MISD Ion Wave Portal.
- b) MISD will not answer verbal questions; any responses to a prospective vendor's questions will be posted within the MISD Ion Wave Portal.

Part 3.0- INSTRUCTIONS TO VENDORS

This portion of the RFP/RFQ includes instructions on the format vendors must follow in preparing and submitting their online responses. It further identifies how questions can be raised and will be addressed.

3.1 Compliance with Specifications

Vendors are required to respond to all requests identified in this RFP/RFQ and indicate their acceptance or objection to the terms of the RFP/RFQ and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP/RFQ or the Agreement must be clearly indicated in the appropriate section of the vendor's submitted response. Each vendor, by making its response, represents that the vendor has read and understands the RFP/RFQ and the Agreement.

3.2 Required Response Format

Vendors shall submit responses online in the MISD Ion Wave Portal at the following address <https://www.Melissaisd.org/page/business-purchasing>. Responses should be direct, concise, complete, and unambiguous. The Vendor is responsible for ensuring that MISD has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information. Please ensure that you respond to all documents and attachments in this Request for Proposals.

3.3 General Corporate and Contact Information

Vendor agrees to provide MISD with the following financial information if requested by MISD at any point during the procurement process, including before or after contract award: If public, the vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the vendor's audited financial statements for the past two years (if available). A vendor's failure to provide this financial information may impact the MISD Administration's recommendation to the MISD Board of Trustees for the award of the contract.

3.4 Response Submission Location

Proposals shall be received no later than the submittal day and time deadline in the MISD Ion Wave Portal. No provisions or exceptions are made for late submission due to actions or consequences of the Vendor or third party. Any responses received after the submittal deadline date and time will be disqualified.

3.5 Submission of Responses

MISD will only accept bids and proposals submitted online. Faxed proposals will not be accepted. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of

proposals prior to the submission deadline is permitted. Copyrighted proposals are unacceptable and may be disqualified.

3.6 Addendum

Any interpretations, corrections, additions, or changes to this RFP/RFQ will be communicated to vendors by the issuance of an addendum. It is the responsibility of the vendor, prior to submitting their response, to determine whether an addendum was issued. All vendors shall comply with the requirements specified in any addendum issued by MISD.

3.7 Disqualification

A vendor may be disqualified before or after the responses are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

3.8 Environmental Initiatives

MISD is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

3.9 Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted responses should be self-explanatory and should not require any clarification or additional information.

3.10 No Return of Responses; Withdrawal of Responses

Once submitted, MISD will not return responses to vendors. A response that has been submitted to MISD may be withdrawn in the Ion Wave Portal prior to the deadline for submission of responses.

3.11 Non-Collusion Statement

Vendors are required to certify a Non-Collusive Statement. Vendors are required to state the party submitting a response, that such response is genuine and not collusive or sham; that vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham response or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the response price or of any other vendor, or to fix any overhead, profit or cost element of said response price, or of that of any other vendor, or to secure any advantage against MISD or any person interested in the proposed contract, and that all statements in said response are true.

3.12 Open Records Policy

MISD is a governmental body subject to the Texas Public Information Act. Responses submitted to MISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. MISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors.

3.13 Preferences

MISD may apply applicable preferences for Texas resident vendors in the event of a tie bid. Preferences must be explicitly claimed by the vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by MISD in a Child Nutrition Program. See Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

3.14 Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

3.15 Responsive Submittals

Submissions shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

3.16 Similar Products

Whenever an article or material is defined by MISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

3.17 MISD is tax-exempt

MISD is tax-exempt. Response prices should not include taxes.

3.18 Sole Source

In order to become a Sole Source Vendor, a vendor must meet the requirements of Texas Education Code § 44.031 (j) Sole Source, as described below. Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly

Melissa ISD- Notice of Intention

- Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment
- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000. It is incumbent upon the School District to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with MISD as a Sole Source Vendor, MISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source. Please mail this information to: Melissa Independent School District Attn: Purchasing Office 1904 Cooper Street Melissa, TX 75454 MISD reserves the right to decide if your company is a qualified Sole Source Vendor.

It is incumbent upon the School District to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with MISD as a Sole Source Vendor, MISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to:
Melissa Independent School District
Attn: Purchasing Office
1904 Cooper Street
Melissa, TX 75454

MISD reserves the right to decide if your company is a qualified Sole Source Vendor.

3.19 Conflict of Interest (CIQ Form – must be filled out and attached to response)

MISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with MISD or who seeks to do business with MISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (a) If the vendor has an employment or other business relationship with a local government officer of MISD or a family member of the officer that results in the officer or family member receiving taxable income, other than investing 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 government entity and vendor had been executed; or

(ii) the local government entity is considering entering into a contract with the vendor;

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

(i) A contract between the local government entity and vendor had been executed; or

(ii) The local government entity is considering entering into a contract with the vendor.

3.20 EDGAR Conflict of Interest Requirements

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of MISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through MISD's written procedures, MISD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items. Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through MISD's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the Board President and addressed through MISD Board policies.

3.21 Interlocal Cooperation Act

It is the intent of MISD to allow other governmental entities, including other school districts, to "piggyback" onto any existing contract between MISD and Vendor entered into pursuant to this RFP. Accordingly, as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, other governmental entities that have entered into an Interlocal Agreement with MISD are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between MISD and Vendor.

PART 4.0- EVALUATION AND AWARD OF RESPONSES

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible vendor(s) whose response(s) is/are determined, after evaluation by the MISD Procurement Department, to be the best value to MISD. To qualify for evaluation, a response must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

4.1 Evaluation Criteria

A committee selected by MISD will review and evaluate all responses and make a recommendation to the MISD Board of Trustees. MISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031: Evaluation Factors

1. Price
2. Reputation of Vendor and of Vendor's goods and/or services
3. Quality of Vendor's goods and/or services
4. Extent to which the goods and/or services meet MISD's needs
5. Vendor's past relationship with MISD
6. Impact on the ability of MISD to comply with laws and rules relating to HUBs
7. Total long-term cost to MISD to acquire Vendor's goods and/or services
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state ➡

4.2 Awards

Awards will be made to the successful vendor(s) for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. MISD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to MISD. MISD shall comply with the Texas Public Information Act in the event MISD receives an open records request for information relating to responses submitted in response to this RFP.

4.3 Competitive Range

It may be necessary for MISD to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

4.4 Estimated Quantities

MISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. MISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

☞ 1 As a general rule, MISD may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319. However, MISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

4.5 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the MISD Department issuing a Purchase Order. If delivery is not or cannot be made within the proper time period, the awarded vendor must receive authorization from the issuing MISD Purchasing Department for the delayed delivery. If defective or incorrect goods are delivered, MISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to MISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

4.6 Formation of Contract

A response to this solicitation is an offer to contract with MISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by MISD after approval by the MISD Board of Trustees.

4.7 Non-Exclusive Contract

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of MISD. MISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in MISD's sole discretion.

4.8 Pricing

MISD requires that the pricing submitted in responses be offered as a quantity one price. MISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

PART 5.0- GENERAL TERMS AND CONDITIONS

The words “bids,” “Request for Proposals,” “quotes,” “RFPs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, Request for Proposals, quotes, and other procurement solicitations to which they are attached. The term “Vendor” means each awarded vendor chosen by MISD.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/response forms issued in connection with this solicitation. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE SUPPLIER RESPONSE.** Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by MISD and eliminated from further consideration by MISD.

This Agreement is entered into between Melissa Independent School District (“MISD”) and Vendor, having submitted a response to a procurement solicitation issued by MISD and whose response has been accepted and awarded by MISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

5.1 Agreement Terms; Amendment

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor’s order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by MISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by MISD’s Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the MISD Board of Trustees.

5.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of MISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of MISD. Vendor is required to notify MISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.3 Buy America Act

MISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

5.4 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.5 Catalog Discounts

In the event of a catalog discount type solicitation, Vendor may be allowed to make additions and/or deletions from Vendor's offerings on an annual basis during the Agreement renewal period, in MISD's sole discretion, provided the item(s) substituted are of a like quality and category. These changes will be compliant with the format of Vendor's original response (i.e. manufacturer name, product category, or entire catalog discount). MISD will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed changes on company letterhead within the given timeframe. If MISD, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period.

5.6 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to MISD. Vendor understands that Vendor is ineligible to receive a contract award with MISD if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 14.52). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all

required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the MISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by MISD, Vendor shall furnish MISD with satisfactory proof of Vendor's compliance with this provision.

5.7 Confidentiality

Vendor and MISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and MISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that MISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability MISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by MISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.8 Contract Term

The initial term of the Agreement is for a period of three (3) years. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

5.9 Criminal History Review (SB 9 Contractor Certification: Contractor Employees Form; SB 9 Contractor Certification: Subcontractor Form – must be filled out and returned, if applicable)

Prior to commencing any work under the Agreement, if Vendor contracts with MISD to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at MISD; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor contracts with MISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

5.10 Customer Reference List

Vendor agrees to submit a customer reference list upon request by MISD.

5.11 Customer Support

Vendor shall provide timely and accurate technical advice and sales support to MISD and MISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to MISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by MISD.

5.12 Entire Agreement

This Agreement, the procurement solicitation issued by MISD, and Vendor's response submitted in response to MISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between the procurement solicitation issued by MISD and Vendor's response submitted in response to MISD's procurement solicitation, MISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

5.13 Equal Opportunity

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

5.14 Force Majeure

Neither MISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

5.16 MISD Property

In the event of loss, damage, or destruction of any property owned by or loaned by MISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify MISD and pay to MISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of MISD's determination of the amount due. If Vendor fails to make timely payment, MISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by MISD.

5.17 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD MISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by MISD.

5.18 Insurance (if applicable)

Successful Vendor, as a part of his/her proposal, shall provide proof of insurance showing, as a minimum, the coverage listed below. The Contractor shall not commence any portion of the work under this contract until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the contract documents.

- | | |
|------------------------------------|---------------------------------|
| • Comprehensive General Liability: | \$500,000 each person |
| • Bodily Injury Liability: | \$1,000,000 each occurrence |
| • Property Damage Liability: | \$100,000 each occurrence |
| • Workmen's Compensation: * | AS STATUTORY PROVISIONS REQUIRE |

* If vendors does not provide Workman's Compensation, a letter explaining alternate benefits should be included with the proposal.

Automobile Liability Insurance:

- | | |
|---------------------------------------|------------------------------------|
| • Comprehensive Automobile Liability: | \$500,000 each person |
| • Bodily Injury Liability: | \$1,000,000 each occurrence |
| • Property Damage Liability: | \$100,000 each occurrence Umbrella |

Liability:

- | | |
|-------------------|-----------------------------|
| • Minimum Limits: | \$1,000,000 each occurrence |
|-------------------|-----------------------------|

- Bodily Injury Liability: \$1,000,000 aggregate
- Excess: \$1,000,000

Coverage shall include:

- a. Waiver of subrogation endorsement in favor of the District and its Agents.
- b. Thirty (30) day written notice of cancellation or material change endorsement in favor of the District and its Agents.
- c. The District shall be named as additional insured on the successful vendor's policy(ies).

5.19 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

5.20 Invoices; Payments

Invoices shall be directed to MISD's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during MISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date MISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date MISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from MISD not later than the tenth (10th) day after the date Vendor receives the payment from MISD. The exceptions to payments made by MISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

5.21 IRS W-9

In order to receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with MISD.

5.22 Multiple Contract Awards; Non-Exclusivity

MISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of MISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to MISD. During the Term of this Agreement, MISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

5.23 New Products

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from MISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and

the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. MISD may reject any proposed additions, without cause, in its sole discretion.

5.24 No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by MISD, Vendor will not deliver substitutes without prior authorization from MISD.

5.25 No Agency or Endorsements

MISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of MISD and is not an employee, agent, joint venturer, or partner of MISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between MISD and Vendor or MISD and any of Vendor's agents. Vendor agrees that MISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors. 6.26 Non-Appropriation Clause Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on MISD by this Agreement, MISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of MISD if it is determined by MISD, in MISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of MISD's current revenue only.

5.27 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

5.28 Penalties

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's response or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, MISD may take the following action(s), in MISD's sole discretion, and Vendor agrees to comply with MISD's action(s): 1. insist that Vendor honor the quoted price(s) specified in Vendor's response; 2. have Vendor pay the difference between Vendor's price and the price of the next acceptable response (as determined by MISD); 3. have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or 4. recommend to MISD's Board of Trustees that Vendor no longer be given the opportunity to submit a response to MISD and/or that this Agreement be terminated.

5.29 Performance

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement. MISD reserves the right to conduct reviews of vendor performance at any time during the contract period.

5.30 Performance and Payment Bonds

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. MISD will include the performance and payment bonds requirement in the specifications section of any solicitation if performance bonds and/or payment bonds are required.

5.31 Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by MISD.

5.32 Prices

All prices in Vendor's response shall be firm for the Term of the Agreement. All price changes shall be presented to MISD for acceptance or rejection by MISD, in its sole discretion, using the same format as was accepted in Vendor's original response; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by MISD prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

5.33 Quantities

Because all commodities will be provided on an "as needed" basis, MISD makes no representation either orally or in writing to the amount of commodities, services, or related items MISD will use during the Term of the Agreement.

5.34 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to MISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by MISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by MISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed. When federal funds are expended by MISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 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.

5.35 Right to Audit

MISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to MISD in connection with Vendor's work for MISD and shall be open to inspection and subject to audit and/or reproduction by MISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of: (a) Vendor's compliance with this Agreement and the requirements of the solicitation, (b) compliance with MISD procurement policies and procedures, (c) compliance with provisions for computing billings to MISD, and/or (d) any other matters related to this Agreement.

5.36 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by MISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendors shall comply with all other safety guidelines and standards as required by MISD. Vendor shall indemnify and hold MISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.37 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.38 Shipments

Vendor shall ship ordered products within ten (10) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by MISD. If a product cannot be shipped within that timeframe, Vendor shall notify MISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. MISD may cancel the order if the estimated shipping time is not acceptable to MISD, in its sole discretion.

5.39 Software Maintenance

Maintenance, support, hosting, and other services associated with software purchased pursuant to this procurement solicitation may be renewed on an annual basis indefinitely, in Melissa ISD's sole discretion, subject to appropriation of sufficient funding for such services in Melissa ISD's annual budget and any necessary approvals by Melissa ISD's Administration and Board of Trustees.

5.40 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to MISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between MISD and any such subcontractor, nor shall it create any obligation on the part of MISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

5.41 Taxes

MISD is tax-exempt, and MISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. MISD shall not be liable for any taxes resulting from this Agreement. MISD is a political subdivision of the State (Tax Identification Number 1-74-6001850)

5.42 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold MISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

5.43 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of MISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, MISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of MISD. MISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. MISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if MISD believes, in its sole discretion that it is in the best interest of MISD to do so. Vendor agrees that MISD shall not be liable for damages in the event that MISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

5.44 Title and Risk of Loss

Whenever MISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of MISD's acceptance of the item or payment of the applicable invoice. All deliveries under this Agreement shall be delivered: Freight Prepaid, F.O.B. Destination (Inside Delivery), Melissa Independent School District, Melissa, TX unless otherwise specified herein and shall be included in all pricing in Vendor's response unless otherwise clearly stated in writing in Vendor's response.

5.45 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.46 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of MISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by MISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

5.47 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on MISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on MISD's property.

PART 6.0- PRICING/DELIVERY INFORMATION

6.1 Pricing

Vendors must provide pricing in the MISD Ion Wave Portal including any additional pricing examples and pricing discount schedules that need to be submitted to provide MISD with a comprehensive catalog. Catalog/price lists must be included in the Vendor's proposal.

6.2 Discounts provided on price lists and catalogs –

Detail the average discount provided by the Vendor on stated prices.

6.3 Freight, Delivery, Inspection & Acceptance

All deliveries shall be F.O.B. Destination and Inside Delivery. Deliveries shall be made during MISD Regular Hours.

After a contract has been awarded, Vendor(s) shall deliver the products or services procured on this Contract to MISD issuing a Purchase Order. The conforming product(s) shall be delivered within ten (10) business days of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from MISD for the delayed delivery.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Melissa ISD	
Address (Street & number, P.O. Box or Route number) 1904 Cooper Street	Phone (Area code and number) 972-837-2411
City, State, ZIP code Melissa, TX 75454	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Supplies/Goods/Services for Public School use

Purchaser claims this exemption for the following reason:

Independent School District

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser sign here <i>Lauren Dickson</i>	Title Purchasing Coordinator	Date 01/31/2024
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MELISSA INDEPENDENT SCHOOL DISTRICT

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► TEXAS INDEPENDENT SCHOOL DISTRICT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2230 MCKINNEY ST.

6 City, state, and ZIP code

MELISSA, TX 75454

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

7 5 - 1 6 1 1 3 5 0

or

Employer identification number

7 5 - 1 6 1 1 3 5 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Brian Chalk

Date ►

10/19/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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1. CERTIFICATION: By digital signature on Melissa ISD Ionwave portal the vendor certifies that:
2. 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 bid.
3. The prices in this bid 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.
4. CONTRACT MODIFICATION: No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
5. CONTRACT AND PURCHASE ORDERS: A response to this Bid Document is an offer to contract with the MISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are both accepted by the MISD through an Award Letter to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by a member of the MISD Business Services Department.
6. This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) 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 Collin County.
7. PACKING AND SHIPPING: (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC

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regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination; freight prepaid, to Melissa Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.

8. 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 the vendor shall not have the right to substitute a conforming tender.

9. 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.

10. 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 of the Melissa 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.

11. WARRANTIES: (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (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

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buyer shall not alter or affect the obligations of the vendor or the right of buyer under the fore- going warranties.

12. 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.

13. ASSIGNMENT-CLAIMS: Vendor and the Melissa Independent School District recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the District. Therefore, the vendor hereby assigns the District any and all claims for such overcharges.

14. 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.

15. TITLE AND RISK OF LOSS: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.

16. 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 re- turned to the vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other expenses are the responsibility of the vendor.

17. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.

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18. INDEMNIFY: Vendor agrees to indemnify 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 of use of any product included in this contract. Upon written requests, the vendor will defend, at its 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 Melissa Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.

19. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Melissa Independent School District and vendor shall have all remedies afforded each by 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, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Collin County.

20. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of Melissa 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.

21. 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.

22. 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

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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.

23. 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 object. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

24. 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 Melissa Independent School District, termination for non-availability of funding and for prepayment, without penalty.

25. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

26. INFRINGEMENT: Contractor agrees to protect Melissa Independent School District from claims involving infringement of copyrights.

27. TECHNICAL SPECIFICATIONS: Technical specifications define the minimum acceptable standard.

28. 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

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contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the MISD may terminate the vendor's contract for cause as provided by the remainder of this section.

29. If any delay or failure of performance is caused by a Force Majeure event as described in section #20 of this Standard Terms and Conditions document entitled "Force Majeure," the MISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

a. 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 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.

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

c. The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.

d. The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).

e. The vendor delivers any substitution(s) of product(s) different from those originally bid and awarded without the written approval of MISD.

f. The vendor's incomplete response to the Bid Document.

g. And vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the MISD.

30. ORDER OF PRECEDENCE: In the event of conflict, the following precedence shall prevail:

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1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.

31. ERRORS OR OMISSIONS: The District is not responsible for any bidder's errors or omissions.

32. CONFIDENTIAL INFORMATION: If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the documents.

33. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. It is your responsibility to obtain any addenda that pertains to this bid. We are no longer mailing the specifications or addenda. MISD will post this proposal and any addenda on our Ionwave portal at <https://melissaisd.ionwave.net>

34. Price increases for additional years will be negotiated at the time of renewal. Price negotiations may be negotiated to prices below the current pricing.

35. Negotiations for additional years and price restructuring must be completed before the date of renewal.