

***Floydada Collegiate
Independent School District***



**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR
CAFETERIA SUPPLIES/EQUIPMENT
RFP No. 2024-01**

Proposal Due – 11:00 a.m, April 15, 2024

Floydada Collegiate Independent School District
226 W. California
Floydada, TX 79235

REQUEST FOR PROPOSAL, No. 2024-01

March 22, 2024

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Addendum for EDGAR Certifications for Expenditure of Federal Funds

I. NOTICE & ADVERTISEMENT
RFP NO. 2024-01, SUPPLIES/EQUIPMENT

Floydada Collegiate Independent School District (the "District") is requesting competitive sealed proposals in accordance with Texas Education Code §44.031 for the purchase of the following supplies/equipment or comparable items: 2 Traulsen Glass Half Door Two Section Reach In Pass-Through Heated Holding Cabinets, 8 5-Piece Clear Plastic Measuring Cups Sets, 4 Measuring Spoon Sets, 1 Magnetic Whiteboard/Dry Erase Board with Silver Aluminum Frame, 1 Baxter OV300E Oven, 1 Vulcan VP18-1M3ZN Full Size Non-Insulated Holding/Proofing Cabinet, 3 Heavy Duty Tortilla Cast Iron Griddle Round Skillet Comals, 6 Office Desktop Calculators Basic 12 Digits, 12 Waterproof Digital Thermometers, 20 Vollrath 939002 Wear-Ever Full Size 18"x26" Heavy Duty 18 Gauge Aluminum Pans, 1 Vollrath 18 QT Stock Pot Stainless Steel, 2 Vollrath 27 QT Stock Pot Stainless Steel, 1 Vollrath 38 QT Stock Pot Stainless Steel, and 5 Carlisle OptiClean Dishwasher Tray and Food Pan Rack Full Size. (Please see a detailed description at the end of the RFP.) Delivery must be completed no later than July 1, 2024 (the "Delivery Deadline").

Proposals must be mailed via US postal service or may be hand delivered to: Floydada Collegiate ISD, Superintendent's office at 226 W. California Floydada, TX 79235. All sealed proposals must arrive by 11:00 a.m., April 15, 2024. Each proposal shall be identified by typing on the outside of an opaque envelope: **"Cafeteria Supplies/Equipment, RFP No. 2024-01."** **Proposals received after 11:00 a.m., April 15, 2024, will be returned unopened.**

District reserves the right to reject, in its sole discretion, any or all proposals submitted in response to the RFP, or any part of any proposal and/or waive minor technicalities. **The District reserves the right to seek clarification and/or request additional information.** District will award a contract via a District Purchase Order (PO), if any, that serves the best interests of and is most advantageous to the District. District's waiver of any deviations in any proposal will not constitute a modification of this RFP and will not preclude District from asserting all rights against Vendor for failure to fully comply with all terms and conditions of this RFP. ***Should a proposal contain conflicting terms, the District reserves the right to enforce the term or terms in such proposal that it determines to be in the best interest of the District, and Vendor agrees to be bound by the terms it has proposed that are most favorable to the District.***

All proposals in response to this RFP are considered an offer to contract and become the property of the District and may constitute contracting information that is subject to release to any requester under the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code, and Attorney General Opinions issued under that statute. If Vendor believes any portion of the Proposal is excepted from release, it should clearly mark such portion as "CONFIDENTIAL," and provide written legal authority as to why Vendor believes such information should not be released. The District may re-issue another RFP for the services as described in this RFP or similar services at any time.

Per Section 44.043, of the Education Code, (b) notwithstanding any other provision of this chapter, a school district:

1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
2. Shall ensure that its proposal specifications do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

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For additional information, see the proposal Instructions. All inquiries relating to this RFP should be directed to the District Superintendent, Dr. Gilbert Trevino, gtrevino@floydadaisd.esc17.net.

Pursuant to Texas Education Code §44.0312, the Floydada ISD Board of Trustees has delegated and authorized the Superintendent to receive and review proposals and recommend to the Board those Vendors he believes to provide the best value to the District based on the criteria provided herein.

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE IRREGULARITIES OR INFORMALITIES AS MAY BE DEEMED IN THE DISTRICT'S BEST INTEREST

WAIVER OF CLAIMS: BY TENDERING A RESPONSE TO THIS RFP, THE VENDOR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE DISTRICT FOR SELECTING A VENDOR. FURTHER, BY RESPONDING AND IN CONSIDERATION FOR BEING CONSIDERED FOR SELECTION, THE VENDOR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE DISTRICT, OR ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE EVALUATION, REJECTION OR RECOMMENDATION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS RFP.

II. PROPOSAL INSTRUCTIONS

2.1. RECEIPT AND OPENING OF PROPOSALS

- A. Floydada Collegiate Independent School District (hereinafter referred to as "District"), invites proposals to provide supplies and equipment ("supplies") to Floydada Collegiate ISD.
- B. **SUBMISSION OF PROPOSALS:** Proposals shall be submitted in a sealed, opaque envelope Addressed to Dr. Gilbert Trevino, Superintendent. Proposals shall be mailed by U.S. Postal Service or delivered by hand or overnight carrier to:

Floydada Collegiate ISD
Attn: Dr. Gilbert Trevino, Superintendent
226 W. California
Floydada, TX 79235

PROPOSALS SHALL BE SUBMITTED NO LATER THAN THE FOLLOWING TIME AND DATE:

April 15, 2024, at 11:00 a.m.

ALL ENVELOPES CONTAINING PROPOSALS SHALL BE MARKED WITH
" Cafeteria Supplies/Equipment, RFP No. 2024-01"

ALL PROPOSALS MUST BE RECEIVED BY DISTRICT BEFORE OPENING DATE AND TIME.

- C. **LATE PROPOSALS:** District is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in District's office shall be the official time of receipt.
- D. **OPENING:** Proposals will be opened and the name of each Vendor will be read aloud.
- E. **LOCATION OF PROPOSAL OPENING:** Proposals will be publicly opened on the date and at the time indicated in 1.1.B. above. Opening will be at the following location:

Floydada Collegiate Independent School District
Administration Office
226 W. California
Floydada, TX 79235

- F. **NO ORAL, electronic, telegraphic, telephonic or facsimile transmitted proposal(s) will be considered.**

2.2. METHOD OF PROPOSAL

- A. **DOCUMENTS:** Each Vendor must submit one complete set of proposal documents.
- B. **ETHICS:** The Vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District. No employee, officer or agent of the District 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. See 2 C.F.R. §200.318(c)(1).
- C. **CONFLICT OF INTEREST:** No public official shall have personal interest in this proposal or any resulting contract and shall comply with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Any person or entity, as well as agents of such persons, who contracts or seeks to contract with Floydada Collegiate Independent School District for the sale or purchase of property, goods, or services (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 176. Each person or entity that contracts with the District is responsible for complying with all applicable federal and state disclosure requirements. Forms and instructions will be included in the RFP package.

- D. **CERTIFICATE OF INTERESTED PARTIES:** Texas governmental entities must comply with the "Disclosure of Interested Parties" mandated by Texas Government Code Title 10, Subtitle F, section 2252.908. Briefly stated, contracts requiring an action or vote by the governing body of the entity or agency before the contract may be signed (regardless of the dollar amount) or has a value of at least \$1 million will require the on-line completion of Form 1295 "Certificate of Interested Parties," per Texas Government Code § 2252.908. Form 1295 is also required for any and all contract amendments, extensions or renewals made after January 1, 2016. Therefore, Vendor will be required to create, electronically file, and present such Form 1295 to the District using the Texas Ethics Commission's online filing application at final execution of any contract with the District.
- E. **NO BOYCOTT OF ISRAEL.** Pursuant to Texas Government Code, Chapter 2271, as amended, if Vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Vendor represents and warrants to the District that the Vendor

does not boycott Israel and will not boycott Israel during the term of any resulting contract. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- F. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION.** In accordance with Texas Government Code, Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any Agreement resulting from this RFP 2024-04, proposer certifies to the District that it is not a listed company under any of those Texas Government Code provisions. Vendor hereby voluntarily and knowingly acknowledges and agrees that any resulting Agreement shall be null and void should facts arise leading the District to believe that the proposer was a listed company at the time of this procurement.
- G. **NO DISCRIMINATION OF FIREARM ENTITIES OR TRADE ASSOCIATIONS.** Pursuant to Texas Government Code, Chapter 2274, as enacted in SB19 by the 87th Legislature, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Contractor represents and warrants to the District that the Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from this RFP.
- H. **STATE CONTRACTS AND INVESTMENTS IN COMPANIES THAT BOYCOTT ENERGY COMPANIES.** Pursuant to Texas Government Code, 2274, as enacted in SB13 by the 87th Legislature, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of any contract with District resulting from this RFP is \$100,000 or more, the Contractor represents and warrants to the District that the Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract resulting from this RFP.

- I. ABORTION PROVIDER. By submitting a Proposal in response to this RFP, Contractor verifies that it is not an abortion provider or an affiliate of abortion providers.
- J. **INDEMNIFICATION: THE SELECTED VENDOR SHALL BE REQUIRED TO DEFEND, INDEMNIFY AND SAVE HARMLESS THE DISTRICT AND ALL ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, OR ACTIONS, OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ARISING OUT OF THE AWARD OF THE CONTRACT OR ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE SELECTED VENDOR, OR OF ANY AGENT, EMPLOYEE OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM THIS RFP, AND THE SELECTED VENDOR SHALL PAY ANY JUDGMENT AND COSTS WHICH MAY BE OBTAINED AGAINST DISTRICT ARISING OUT OF SUCH INJURY OR DAMAGES.**
- K. COMPLIANCE: The selected Vendor and proposal shall comply with all federal, state, county and local laws, including state and federal procurement laws. The selected Vendor shall not hire nor work any illegal alien.
- L. **WAIVER OF CLAIMS: BY TENDERING A PROPOSAL TO THIS RFP, THE VENDOR ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY DISTRICT FOR SELECTING A VENDOR. FURTHER, BY SUBMITTING A PROPOSAL AND AS CONSIDERATION FOR BEING CONSIDERED FOR SELECTION, THE VENDOR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST DISTRICT OR ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, REJECTION, RECOMMENDATION OR SELECTION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL.**
- M. Vendor agrees in submitting its proposal that no modifications, withdrawals or cancellations may be made to the proposal during the thirty (30) days following the time and date the District has ranked and selected Vendors.
- N. The District reserves the right to issue Addenda at any time prior to the proposal opening. All such Addenda become, upon issuance, an inseparable part of the RFP.
- O. The District is qualified for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Applicable State Sales Taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

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- P. It is the intention of the District to issue a Purchase Order for supplies/equipment within thirty (30) days from the date a Vendor is selected. However, the District may reject any or all proposals and/or not purchase the supplies/equipment if it determines that doing so would not be in the best interest of the District.
- Q. Awards shall be made with reasonable promptness to the Vendor whose proposal best conforms to the invitation and will be the most advantageous to the District based on criteria set forth herein at Section 2.7. Price is a single factor to be considered. **Award(s) may be made other than the lowest price proposal.** Should a proposal contain conflicting terms, the District reserves the right to enforce the term or terms in such proposal that it determines to be in the best interest of the District, and Vendor agrees to be bound by the terms it has proposed that are most favorable to the District.
- R. Pursuant to Texas Government Code 552, Subchapter J, the selected Vendor will be bound by the following terms if the resulting contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the resulting contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to the resulting contract that is in the possession or custody of the Vendor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Vendor that Vendor provide that information to the District.

The selected Vendor must:

1. Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
2. Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Vendor upon request of the District; and,
3. On completion of the Contract, either:
 - a. Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Vendor; or
 - b. Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
 - c. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Vendor agrees that the contract can be terminated if the Vendor knowingly or intentionally fails to comply with the requirements of that subchapter.
 - d. Further, under Texas Government Code Section 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that

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the entity has taken adequate steps to ensure future compliance.

- e. If a Vendor fails to provide to the District the requested information, Texas Government Code Section 552.373 requires the District to notify the Vendor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Vendor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

- S. Vendor's response shall be considered an offer to the District and subject to the terms of this RFP, including but not limited to all terms and conditions, forms, appendices, and attachments. The District expressly disclaims and rejects any amendment or modification of the RFP terms by Vendor, except where the District first indicates acceptance of the modification in writing. The District will indicate acceptance of a Vendor's response by issuance of an Awarded Vendor Notice or Purchase Order awarded to Vendor. An award of a contract does not guarantee the Vendor that the District shall issue any Purchase Orders for the Vendor's goods or services, or guarantee any particular volume, use, number, or sales.

2.3. PREPARATION OF PROPOSAL

- A. Make proposal in name of principal and if co-partnership, give names of all parties.
- B. Give Vendor's complete address.
- C. If proposal is submitted by an agent, provide satisfactory evidence of agency authority.
- D. Fill in all prices in both words and figures.
- E. Submit proposal in sealed, opaque envelope.
- F. Indicate on the outside of envelope the Vendor's name, address, and name/model of supplies/equipment, RFP number for which proposal is submitted.
- G. If forwarded by mail, enclose sealed envelope containing proposal in another envelope addressed as indicated.
- H. Proposal(s) must be received prior to opening time. **ANY PROPOSAL RECEIVED AFTER THE DESIGNATED OPENING DATE AND TIME LISTED HEREIN SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

2.4. WITHDRAWAL OR REVISION OF PROPOSAL

- A. Proposal may be withdrawn or revised prior to scheduled time for opening, under following terms:
 - 1. Vendor may, without prejudice to himself, withdraw proposal after it

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has been deposited, provided request for such withdrawal is received in writing before time set for opening.

2. After opening, no proposal may be withdrawn.
3. Any interlineation, alteration, or erasure to a proposal made before receiving time must be initialed and dated by the person who signed the proposal, guaranteeing authenticity.
4. Once a proposal has been opened, it may not be changed for the purpose of correcting an error to the price proposed.

2.5. NON-RESPONSIVE PROPOSAL

- A. Proposal(s) are considered NON-RESPONSIVE and may be rejected for any reason unless otherwise prohibited by law, including without limitation:
 1. If there are unauthorized additions, conditional proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous.
 2. If Vendor adds any provisions reserving right to accept or reject any award, or to enter into a contract pursuant to an award.
- B. District reserves right to reject any or all proposal and to waive irregularities or informalities as may be deemed in District's best interest, and/or re-issue an RFP for the supplies/equipment, as it may determine in its sole discretion.
- C. A proposal that is rejected will not be evaluated and will not be considered.

2.6. INTERPRETATIONS

- A. If Vendor is in doubt as to the true meaning or intent of the proposal documents, Vendor must submit a written request for interpretation, directed to:

Dr. Gilbert Trevino, Superintendent
Email: gtrevino@floydadaisd.esc17.net.
- B. Vendor submitting request is responsible for its prompt and actual delivery.
- C. Requests for interpretations must be received on or before three (3) business days prior to proposal due date.
- D. Only interpretations or clarifications answered by the District's Representative above will be binding.
- E. District is not responsible for any other explanation or interpretations, which anyone presumes to make.
- F. Any corrections, approvals, supplemental instructions or changes to the

proposal documents will be made by written Addenda.

- G. Addenda can be issued only by the District.
- H. Addenda will be mailed, hand-delivered or emailed to all Vendors that request an RFP packet.
- I. Vendors shall acknowledge receipt of all Addenda.
- J. Failure to receive such Addendum does not relieve Vendor from any obligation under his proposal as submitted.
- K. All formal written Addenda become a part of the proposal documents.

2.7. METHOD OF AWARD-SELECTION PROCESS

A. Criteria:

- 1. Purchase Price
- 2. The reputation of Vendor's goods and services
- 3. Quality of Vendor's goods and services
- 4. The extent to which the goods or services meet the District's needs
- 5. Vendor's past relationship with the District
- 6. The impact of the ability of the District to comply with laws relating to Historically Underutilized Businesses (women or minority owned business)
- 7. The total long-term costs to the District to acquire the goods or services
- 8. Whether Vendor or Vendor's parent company/majority owner has its principal place of business in Texas or employs 500 or more persons in Texas (n/a under federal guidelines)
- 9. Other relevant factors
 - a. Vendor's Warranty
 - b. Vendor's ability to deliver the goods at or before the deadline

Using these criteria, the Superintendent shall evaluate and make a recommendation to the Board. The Board shall, based on the Superintendent's recommendation, and the criteria provided herein, determine the Vendor that presents the best value to the District.

- B. Per Section 44.043(b), of the Education Code, notwithstanding any other provision of this chapter, a school district:
 - 1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
 - 2. Shall ensure that its bid specifications do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.
- C. Minimum Standards for Responsible Vendors: Vendors are required to

affirmatively demonstrate their responsibility by meeting the following minimum requirements for consideration:

1. have adequate financial resources;
2. be able to comply with the required or proposed schedules;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics; and
5. be otherwise qualified and eligible to receive an award.

The District may require other information sufficient to determine Vendor's ability to meet these minimum standards listed above.

- D. In addition to requirements of the proposal documents, District may require additional information to establish responsibility of Vendor.
- E. District may conduct such investigations as District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Vendor and quality of Vendor's goods and services.
- F. If the contract is to be awarded, it will be awarded to an eligible Vendor whose proposal, as determined by the District, indicates to be in the best interests of and is most advantageous to the District.
- G. Unbalanced Proposal - If the best Vendor's proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the goods and services, the proposal will be considered as non-responsive and will not be considered for award. The District reserves the right to evaluate and determine the next qualified proposal for consideration of award.
- H. District anticipates award within thirty (30) days after a Vendor is selected by the District.
- I. As provided in this RFP and as allowed by federal and state regulations and District policy, discussions may be conducted with responsible Vendors who submit proposals determined to be reasonably susceptible to being selected for award for the purpose of clarification to assure full understanding of any responsiveness to this RFP's requirements. Proposals shall be accorded fair treatment with respect to any opportunity for discussion, and such revisions may be permitted after submission and before award for the purpose of obtaining the best and final proposal. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

2.8. CONFIDENTIAL DATA

Any data that is to be considered as confidential in nature must be clearly marked as such by Vendor and will be treated as confidential by District to the extent allowable by the Texas Public Information Act, Texas Government Code §552.001, *et seq.* Information not so marked shall be deemed "contracting information" and

subject to disclosure upon request in accordance with the Texas Public Information Act, Texas Gov. Code Chapter 552.

2.9. ASSIGNMENT

The successful Vendor shall not sell, assign, transfer or convey a contract, in whole or in part, without the prior written consent of District.

III. RFP REQUIREMENTS & CONDITIONS OF PURCHASE

3.1. TERMS AND CONDITIONS

In submitting a proposal, Vendor understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or Purchase Orders relating to this RFP between the Vendor and the District. By submitting a proposal, Vendor agrees to waive any claim it has or may have against the District arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the RFP Documents; acceptance or rejection of any proposal; and award of a contract, if any. The District may elect to issue subsequent RFPs and approve additional Vendors for the same or similar items/services if it is determined to be in the best interest of the District.

3.2. GOODS FROM OTHER SOURCES

Regardless of the award to a Vendor hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

3.3. COMPLIANCE WITH LAWS

Vendor and the District shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including EDGAR Certifications, which are hereby integrated and considered part of this RFP as an addendum.

3.4. COMPLIANCE WITH CONTRACT/SPECIFICATIONS AND EXCEPTIONS

Vendors must respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and any resulting Purchase Order or contract. If any exceptions are taken to any portion of this RFP, the Vendor must clearly indicate the exception taken and include a full explanation included as a separate attachment to the proposal. The failure to identify exceptions or proposed changes will constitute acceptance by the Vendor of this RFP. The District reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions.

3.5. RIGHT TO AUDIT

Vendor shall maintain on a current basis complete books and records relating to any resulting Purchase Order or contract. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the supplies/equipment. In addition, Vendor shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least five (5) fiscal years from the completion of the transaction. Vendor will permit District to audit all books, accounts or record relating to the supplies/equipment or all books, accounts or record of any

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business entities controlled by Vendor that participated in providing and/or installing the supplies/equipment in any way. Any audit may be conducted on Vendor's premises or, at District's option; another location. Vendor shall provide all books and records within fifteen (15) days upon receipt of written notice from District.

3.6. ASSIGNMENT

The successful Vendor may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

3.7. TERMINATION

The District shall have the right to terminate for default all or part of a resulting Purchase Order or contract if the Vendor breaches any of the terms hereof or if the Vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the District may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

The District has the right to terminate a resulting Purchase Order or contract for convenience, without penalty, for any or no reason, including without limitation, for non-appropriation or non-availability of funds by delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

The District may terminate a resulting Purchase Order or contract and debar the Vendor from future "bidding" for violations of the applicable federal or state requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

3.8. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP award be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.

The parties shall be entitled to exercise any right or remedy available to it, either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this RFP shall commit the District to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the supplies/equipment, except for those specifically waived under the terms of the resulting Purchase Order or contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be

referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Floyd County, Texas, unless otherwise agreed to by the District. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

3.9. GRATUITIES

The District may, by written notice to the Vendor, cancel this RFP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the District with a view toward securing a proposal or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

3.10. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, pandemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any Purchase Order for any goods or services included herein), or from revising the scope of the purchase of the supplies/equipment, as otherwise permitted under this RFP.

Failure of Vendor to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Vendor in default.

3.11. THIRD PARTY BENEFICIARIES

Nothing relating to the supplies/equipment shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this request.

3.12. INDEMNIFICATION AND HOLD HARMLESS

Vendor acknowledges and agrees that the District is a Texas political subdivision and a local government entity and therefore is prohibited by the Texas Constitution from indemnifying it or any third parties for any damages arising under this RFP or resulting Purchase Order or contract.

To the fullest extent authorized by law, Vendor, including its assigns, officers, directors, employees, agents or representatives (Collectively, "Vendor") shall forever waive, release, defend, indemnify and hold harmless the District, its Board of Trustees, assigns, officers, directors, employees, agents, and representatives from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent, trademark or copyright infringement, or other intellectual property infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), whether known or unknown, including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of, attempted performance of, or failure to perform, its obligations pursuant to this RFP by Vendor, (2) Vendor's involvement in the specified services under this RFP, (3) Any terms or conditions or provisions or underlying provisions of this RFP, including but limited to, any premises or special defect known or unknown to the District, and any injury to individuals present during Vendor's involvement under the terms and conditions of the services, including willful acts such as assault, copyright, licensing and patent infringement relating to any software and/or equipment provided by Vendor; and wrongful imprisonment or other intentional torts.

Vendor further agrees to defend (at the election of the District) at Vendor's sole cost and expense against any claim, demand, action or suit for which indemnification is provided herein. Approval and acceptance of the supplies/equipment by the District shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the quality and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the District for any defect, error or omission in the goods provided or services performed by Vendor in this regard. Vendor shall defend, hold harmless and indemnify the District for damages resulting from such defects, errors or omissions.

3.13. PAYMENT TERMS

The District pays in accordance with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. Payment for undisputed amounts will be made within 45 days after the later of, receipt of goods/services and a properly submitted invoice. The District considers an invoice properly submitted when the following conditions are met:

- a. All invoices will be sent to: The District/Accounts Payable, 226 W. California St., Floydada, TX 79235-2705
- b. Invoice is received at the address indicated on the Purchase Order

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- c. Purchase Order Number must appear on invoice
- d. Pricing on the invoice matches the price on the Purchase Order
- e. Quantities on the invoice do not exceed those specified on the Purchase Order
- f. Unique invoice number used for each billing
- g. Merchandise has been shipped or service performed
- h. Description of goods and services on the invoice shall match the description on the Purchase Order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase orders will serve as the award instrument(s) against this RFP. Orders will be placed as items are approved for purchase and funds become available.

Vendor agrees to pay any subcontractors the appropriate share of the payment received from the District not later than the tenth (10th) day after the date Vendor receives the payment from the District. The exceptions to payments made by the District listed in Tex. Gov't Code Section 2251.002 shall apply to the supplies/equipment.

3.14. INVOICES

Vendor's invoices must contain the appropriate the District Purchase Order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order number shown may be returned to the Vendor for correction. Corrected invoices will be subject to the same payment provisions as original invoices. A delay of payment may result if Vendor presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Vendor.

Invoices are to be mailed for payment of delivery to:

Floydada Collegiate ISD
Accounts Payable
226 W. California St.
Floydada, TX 79235-2705

3.15. CHANGE ORDERS/AMENDMENTS

The District reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Once the performance of the Contract has begun, any change orders or requests will be made in accordance with Tex. Educ. Code Section 44.0411 and applicable District procedures and policies. Any changes to a Purchase Order shall be communicated to Vendor by the issuance of a formal Change Order. Only a District procurement staff member may make a change to the Purchase Order by issuing and sending a formal Change Order to Vendor. If Vendor attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, Vendor does this at his or her own risk or peril and

risks termination of the Purchase Order for cause. No amendment of a Purchase Order shall be permitted unless and until first approved in writing by the District, and no such amendment shall have any effect unless and until a written amendment to the Purchase Order is executed by the Superintendent or designee after any necessary approvals have been obtained from the District's Board of Trustees.

3.16. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

This RFP and any resulting Purchase Order, addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

3.17. JURISDICTION

Any proceeding arising out of or relating to this procurement process or any purchase order or contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Floyd County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

3.18. ALTERNATIVE DISPUTE RESOLUTION

Prior to filing of litigation, the parties shall select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that the chosen mediator(s) and that all mediation venue shall be at a location in Floyd County, Texas, unless an alternate location is agreed by the parties. The parties agree to bear their own legal fees and share equally the cost of the mediation and venue cost.

3.19. ATTORNEY'S FEES

IN CONNECTION WITH THE DISTRICT'S DEFENSE OF ANY SUIT AGAINST IT AND/OR THE DISTRICT'S PROSECUTION OF ANY CLAIM, COUNTERCLAIM OR ACTION TO ENFORCE ANY OF ITS RIGHTS AND/OR CLAIMS RELATED TO THIS RFP OR ANY RESULTING PURCHASE ORDER OR CONTRACT, IN WHICH THE DISTRICT PREVAILS AS TO ALL OR ANY PORTION OF ITS DEFENSE(S), CLAIMS, COUNTERCLAIMS OR ACTIONS, THE DISTRICT SHALL BE ENTITLED TO RECOVER ITS ACTUAL REASONABLE AND NECESSARY ATTORNEY'S FEE AND EXPENSES INCURRED IN DEFENDING SUCH SUIT AND/OR IN PROSECUTING SUCH CLAIM OR ACTION. LIKEWISE, IN CONNECTION WITH VENDOR'S DEFENSE OF ANY SUIT AGAINST IT AND/OR VENDOR'S PROSECUTION OF ANY CLAIM, COUNTERCLAIM OR ACTION TO ENFORCE ANY OF ITS RIGHTS AND/OR CLAIMS RELATED TO THIS RFP OR ANY RESULTING PURCHASE ORDER OR CONTRACT, IN WHICH VENDOR PREVAILS AS TO ALL OR ANY PORTION OF ITS DEFENSE(S), CLAIMS, COUNTERCLAIMS OR ACTIONS, VENDOR SHALL BE ENTITLED TO RECOVER ITS

ACTUAL REASONABLE AND NECESSARY ATTORNEY'S FEE AND EXPENSES INCURRED IN DEFENDING SUCH SUIT AND/OR IN PROSECUTING SUCH CLAIM OR ACTION.

3.20. NOTIFICATION OF MATERIAL CHANGE

Vendor is required to notify The District when any material change in operations occurs, including 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.

3.21. WARRANTIES

VENDOR EXPRESSLY WARRANTS THAT ALL SUPPLIES/EQUIPMENT OR OTHER GOODS AND SERVICES COVERED BY ANY PURCHASE ORDER OR CONTRACT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING PURCHASE ORDER OR CONTRACT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. VENDOR EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING CONTRACT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, MUST BE APPROVED IN WRITING BY THE DISTRICT'S PROCUREMENT GENERAL MANAGER.

3.22. M/WBE PLAN

If the Vendor has a subcontracting plan for the utilization of HUB, MBE, WBE, or DBE vendors that is applicable to the supply and fulfillment of the supplies/equipment, please include a copy of your plan. The District will consider the plan if an acceptable plan is submitted. The District policy regarding this subject is as follows:

"The District shall include and encourage the participation by historically underutilized businesses (HUB) and minority/women business enterprises (M/WBE) in all phases of the District's procurement practices and provide them equal opportunities:

- a. have access to procedures for quotations and open Purchase Orders; and
- b. To compete for contracts for provision of professional services, purchases of equipment and supplies, and provision of other goods and services required by the District. The terms HUB and M/WBE mean a business in which at least 51 percent of the ownership and management is by minority group members or women owned, or in the case of a publicly-owned business, at least 51 percent of the stock is owned and managed by minority group members or women. Minority groups shall include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian Indian Americans. The District accepts HUB certification from the Texas Building and Procurement commission and M/WBE from any established certification organization."

3.23 CONTRACT

This RFP is not a contract. The District will begin contract negotiations for the proposed goods that includes applicable statutory requirements with the Vendor who submitted the proposal that was determined to be the best value to the District. If a contract cannot be executed between the District and the selected Vendor, the District reserves the right to end negotiations and proceed to negotiate a contract with the next Vendor determined to provide the best value to the District, and so on until a contract for the provision of supplies/equipment is obtained.

IV. SPECIFICATIONS AND GENERAL REQUIREMENTS

4.1. SPECIFICATIONS

The following specifications are preferred:

- Traulsen Glass Half Door Two Section Reach In Pass-Through Heated Holding Cabinet, 5-Piece Clear Plastic Measuring Cup Set, Measuring Spoon Set, Magnetic Whiteboard/Dry Erase Board with Silver Aluminum Frame, Baxter Oven, Vulcan Full Size Non-Insulated Holding/Proofing Cabinet, Heavy Duty Tortilla Cast Iron Griddle Round Skillet Comal, Office Desktop Calculator Basic 12 Digit with Solar Power and AA Battery, Waterproof Digital Thermometer, Vollrath Wear-Ever Full Size 18"x26" Heavy Duty 18 Gauge Aluminum Pan, Vollrath 18 Qt Stock Pot Stainless Steel, Vollrath 27 Qt Stock Pot Stainless Steel, Vollrath 38 Qt Stock Pot Stainless Steel, and Carlisle OptiClean Dishwasher Tray & Food Pan Rack Full Size Blue

4.2. REFERENCES

Vendors are required to submit a minimum of two customer references. It is preferred that two of these references involve the products and services of the same type that is quoted. The District is particularly interested in references from other school districts. The Vendor must have completed those referenced deliveries within the last two years (see Vendor Reference Requirements Section V).

4.3. GENERAL PRODUCT REQUIREMENTS

- a. Vendor must be able to deliver the supplies/equipment no later than **July 1, 2024**.
- b. Instructions, user and technical documentation, and diagnostic procedures (if applicable) shall be included.
- c. Vendor shall comply with all technical specifications.

4.4. WARRANTY REQUIREMENTS

Warranty must be manufacturer's warranty, in other words, all warranty and damage coverage must be backed by the manufacturer of the supplies/equipment and all related components, and the vendor is responsible for the repairs regardless of the cause of the damage and the District shall not be required to look to any other party for repair responsibility under warranty or damage coverage.

4.5. PRICING REQUIREMENTS

- a. The supplies/equipment proposed price will include the cost of all RFP requirements to make the system operational including delivery, damage repair and support, documentation, Vendor personnel requirements, etc. No additional charges are allowed.
- b. Shipping will be included in cost for the supplies/equipment.
- c. Warranty shall be included in cost for the supplies/equipment (where applicable).

4.6. DELIVERY REQUIREMENTS

- a. All delivery charges shall be included in the price of the supplies/equipment.
- b. Unless otherwise instructed, installation shall be completed within specified dates.
- c. Vendor shall verify the ship date and delivery date with the District.
- d. The Vendor's ordering and installation coordinator shall coordinate the delivery of equipment at the scheduled date and time to minimize disruptions to educational activities. This may require after hours and/or weekend delivery, which shall be provided at no additional charge.
- e. Vendor shall only accept delivery receipt signatures from a list of the District employees provided by the District.
- f. Vendor shall place the equipment inside the building at the specified location(s).
- g. All deliveries shall include the District purchase order number and receiving department or individual as specified on the purchase order.
- h. Delivery requirements refer to any equipment purchased from the Vendor.
- i. If delays are foreseen, written notice shall be given to the District which will take the extensions under advisement.

V. VENDOR PROPOSAL DOCUMENTS

QUESTIONNAIRE

Copies of this completed questionnaire must be submitted with the other required proposal documentation to the District by the submission date/time for your company to be considered for selection.

Please complete all information:

Vendor Name: _____

Address: _____

Representative: _____ Title: _____

Phone Number: _____ Fax Number _____

Email: _____

How long has your company actively marketed refrigeration equipment under the current name:

How many people does your company employ? _____

Does your company employ sub-contractors? _____

If so, under what circumstances:

The Vendor is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the District. The Vendor shall be responsible for acts and omissions of their employees and their sub-contractors, their agents and employees.

What is your process and timeline for delivery of the supplies/equipment by the Delivery Deadline of July 31, 2024? Please explain if this is not possible and when deliver can occur.

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What level of partnership do you hold with the manufacturer of the items, and do you have access to all components by the Delivery Deadline?

VENDOR REFERENCES

List two clients that have purchased similar refrigeration systems from your firm during the past two years.

Client Name: _____

Contact Name: _____

Phone #: _____

E-Mail: _____

Client Name: _____

Contact Name: _____

Phone #: _____

E-Mail: _____

Additional references and/or letters of recommendation may be attached to this form.

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PRICING SHEET

Vendor Name: _____

Representative: _____ Title: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

District Purchase Price for supplies/equipment: _____

ALL PRICING MUST INCLUDE DELIVERY

SUPPLIES/EQUIPMENT COST: \$ _____

SERVICES (WARRANTY & REPLACEMENT): \$ _____

OTHER: \$ _____

TOTAL COST: \$ _____

Authorized Signature _____ Date _____

VI. REQUIRED FORMS

1. Confidentiality Declaration Form
2. Felony Conviction Notice Requirements
3. Criminal History Check Requirements
4. Non-Collusive Bidding Certificate
5. Legal Compliance
6. Conflict of Interest Disclosure Statement
7. Notice of No Conflict of Interest
8. Form 1295
9. Verification of Compliance with State and Federal Laws
10. Historically Underutilized Business Information Questionnaire
11. Addendum for EDGAR Certifications for Expenditure of Federal Funds

ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH VENDOR'S PROPOSAL, OR THE PROPOSAL WILL BE DEEMED NONRESPONSIVE.

CONFIDENTIALITY DECLARATION FORM

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUEST FOR FLOYDADA COLLEGIATE ISD IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal as confidential information and not subject to disclosure pursuant to Chapter 552 Tex. Gov't Code or other laws, you **must make a copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a coversheet to said materials and place this completed form and the copied materials in a separate envelope and include the confidential materials envelope with your proposal submission. ***(The envelope will not be opened unless a Public Information Request is made. You must include the confidential information in the submitted proposal as well. The copy in the envelope is to show FCISD which material in your proposal you deem confidential only in the event of a Public Information Request.)*** You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete and affix the following to the envelope containing the copies of the confidential materials. the District will follow procedures of controlling statute(s) regarding any claim of confidentiality. Pricing of solicited products or service may be deemed as public information under Chapter 552 Tex. Gov't Code.

This envelope contains material for our proposal that I classify and deem confidential under Tex. Gov't Code § 552 and I invoke my statutory rights to said confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name and Signature of authorized company officer claiming confidential status of material

Address City State Zip Phone

ENCLOSED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR RESPONSE TO RFP # 2024-01

Express Waiver: I desire to expressly waive our claim of confidentiality of any information contained within our response to the competitive procurement process by completing the following and submitting this sheet with our response the District procurement process (e.g., RFP, Bid, CSP, etc.).

Name of company claiming confidential status of material

Printed Name and Signature of authorized company officer claiming confidential status of material

Address City State Zip Phone

THIS EXPRESS WAIVER IS FOR RESPONSE TO RFP #2024-01

FELONY CONVICTION NOTICE REQUIREMENTS

(Texas Education Code §44.034. Criminal History Record Information Review of Certain Contract Employees)

VENDOR : _____

CONTRACT : RFP 2024-01,SUPPLIES/EQUIPMENT
(description of work to be performed for which this notice is requested)

Texas Education Code §44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

FLOYDADA COLLEGIATE ISD Board Policy CH (LEGAL) also states the following with regard to criminal history information:

"The District may obtain criminal history record information that relates to an employee of, or applicant for employment by, a person that contracts with the District to provide services if:

1. The employee or application has or will have continuing duties related to the contracted services; and,
2. The duties are or will be performed on school property or at another location where students are regularly present."

FELONY CONVICTION NOTICE

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

VENDOR: _____

AUTHORIZED COMPANY OFFICIAL: _____
(print name)

Choose the following, as applicable:

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

SIGNATURE OF COMPANY OFFICIAL: _____

OR

- B. My firm is not owned nor operated by anyone who has been convicted of a felony.

SIGNATURE OF COMPANY OFFICIAL: _____

OR

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

NAME OF FELON (S): _____

DETAILS OF CONVICTION(S): _____

SIGNATURE OF COMPANY OFFICIAL: _____

CRIMINAL HISTORY CHECK REQUIREMENTS

Introduction: Texas Education Code Chapter 22 requires school districts that contract with entities to provide services to obtain criminal history record information regarding covered employees of that entity. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions:

Covered employees: Employees of a vendor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Vendor"), I
certify that [check one]:

- ☐ None of the employees of vendor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that vendor has taken precautions or imposed conditions to ensure that the employees of vendor will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

- ☐ Some or all of the employees of vendor are *covered employees*. If this box is checked, I further certify that:
- (1) Vendor will provide sufficient information to District so that District can obtain all required criminal history record information regarding vendor's covered employees. None of the covered employees with disqualifying criminal history may work at the District.
 - (2) If vendor receives information that a covered employee subsequently has a reported criminal history, vendor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
 - (3) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, vendor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company Name

Printed Name of Company Representative

Signature

Date

NON-COLLUSIVE BIDDING CERTIFICATION

The undersigned affirms that they are duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this bid/proposal in collusion with any other bidder, and that the contents as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/proposal.

Vendor: _____

Street Address: _____ City, State, Zip _____

Phone: _____ Fax: _____

Vendor Contact Signature: _____

Vendor Contact (Print Name): _____

Position with Company: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title: _____

LEGAL COMPLIANCE

It is the proposing company’s duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to the District?

YES _____ NO _____

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature Printed Name

Company Name and Address

Telephone Number Email Address

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.

Officers of the Floydada Collegiate Independent School District are:

Roger Hughes, President, Board of Trustees
Kay Brotherton, Vice President, Board of Trustees
Gracie Diaz, Secretary, Board of Trustees
Randy Moore, Member, Board of Trustees
Brienne Glasscock, Member, Board of Trustees
Eric Smith, Member, Board of Trustees
Beverly Collins, Member, Board of Trustees
Gilbert Trevino, Ed.D., Superintendent of Schools

If you are required to file, send the completed form to Floydada Collegiate Independent School District, Attn: Business Manager, 226 W California St, Floydada, TX 79235, via fax to (806) 983 5739, or via email to abice@floydadaisd.esc17.net

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1	Name of vendor who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> 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. <div style="border-bottom: 1px solid black; width: 60%; margin: 0 auto;"></div> <div style="text-align: center; font-size: small;">Name of Officer</div>	
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. <div style="margin-top: 20px;"> <p>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?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>	
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	<input type="checkbox"/> 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	<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border-bottom: 1px solid black; width: 45%;"></div> <div style="border-bottom: 1px solid black; width: 15%;"></div> </div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> Signature of vendor doing business with the governmental entity Date </div>	

NOTICE OF NO CONFLICT OF INTEREST

The District requires this notification to document the Vendor's acknowledgement of requirements of Texas Government Code, Section 176 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is a certification that the Vendor submitting this form is stating that no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).

This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Email Address

Date _____

If you are required to file a conflict disclosure under Texas Local Government Code Chapter 176, send the completed form to Floydada Collegiate Independent School District, Attn: Business Manager, 226 W California St, Floydada, TX 79235, via fax to (806) 983 5739, or via email to sglass@floydadaisd.esc17.net

FORM 1295

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval, unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apply:

1. "Interested Party" means a person:
 - a. Who has a controlling interest in a business entity with whom a governmental entity contracts; or
 - b. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
2. "Intermediary" means "a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a. Receives compensation from the business entity for the person's participation;
 - b. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c. Is not an employee of the business entity
3. "Business Entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. "Business entity" includes a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
4. "Contract" includes an amended, extended, or renewed contract.
5. "Controlling Interest" means:
 - a. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers."

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be **signed by an authorized agent** of the business entity, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting school district**.

Again, interlocal contracts DO NOT REQUIRE a Form 1295 because governmental entities do not fall within the definition of "business entity". Notably, though, compliance with HB 1295 is required for contracts with nonprofit agencies, such as the Irving Independent School District.

VERIFICATION OF COMPLIANCE WITH STATE AND FEDERAL LAWS

Certification of Eligibility

By submitting a bid in response to the solicitation, Vendor certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of bid submission and time of award, the Vendor will notify the District. Failure to do so may result in terminating the contract for default.

Certification Regarding Employment Assistance Prohibited

Vendor certifies and agrees that it shall not assist an employee, Vendor or agent of the District or of any other school district in obtaining a new job if the proposer knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personal file does not violate this prohibition.

Relating to State Contracts with and Investments in Companies that Boycott Israel

Pursuant to Texas Government Code, Chapter 2271, as amended, if Vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Vendor represents and warrants to the District that the Vendor does not boycott¹ Israel and will not boycott Israel during the term of any contract resulting from the solicitation.

Relating to State Contracts with and Investment in Companies that do Business with Iran, Sudan, or any known foreign terrorist organizations

Effective September 1, 2017, Vendor verifies that it/he/she does not do business with Iran, Sudan, or any known foreign terrorist organizations and will not do business with Iran, Sudan, or any known foreign terrorist organizations during the term of this contract. The term "foreign terrorist organization" is defined by Texas Government Code Section 806.001, effective September 1, 2017.

Certification Regarding No Discrimination of Firearm Entities or Trade Associations

Pursuant to Texas Government Code, Chapter 2274, as enacted in SB19 by the 87th Legislature, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Contractor represents and warrants to the District that the Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association² and will not discriminate against a firearm entity or firearm trade association during the term of any contract resulting from the solicitation.

Certification Relating to State Contracts with and Investments in Companies that Boycott Energy Companies

Pursuant to Texas Government Code, 2274, as enacted in SB13 by the 87th Legislature, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or

¹ "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

² A "firearm entity" means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A "firearm trade association" means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members, or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.

affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with District is \$100,000 or more, the Contractor represents and warrants to the District that the Contractor does not boycott energy companies³ and will not boycott energy companies during the term of any contract resulting from the solicitation.

Relating to No Contracts with an Abortion Provider

The Vendor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

Certification of Compliance with Texas Family Code

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all Vendor must complete and submit with the proposal the certification as follows:

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation or an District of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation or an District of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

Vendor Name: _____

Signature: _____

Print Name: _____

Title _____ **Date:** _____

³ "Boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.

HISTORICALLY UNDERUTILIZED BUSINESS INFORMATION QUESTIONNAIRE

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (also known as "Historically Underutilized Business" or "HUB" and all referred to in this form as "MWBE") is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

- ☐ I certify that my company has been certified as a MWBE in the following categories (Please check all that apply)
- ☐ Minority Owned Business
 - ☐ Women Owned Business

Certificate Number: _____

Name of Certifying Agency: _____

- ☐ My company has **NOT** been certified as MWBE

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Vendor Name: _____

Signature: _____

Print Name: _____

Title _____ Date: _____

ADDENDUM FOR EDGAR CERTIFICATIONS FOR EXPENDITURE OF FEDERAL FUNDS

The following certifications and provisions are required by the Education Department General Administrative Regulations ("**EDGAR**") and apply when Floydada Collegiate Independent School District ("**FCISD**" or the "**District**") expends federal funds for any contract resulting from the District's procurement process. Accordingly, upon execution by Vendor, this addendum (this "**Addendum**") shall become an integral part of the applicable contract between FCISD and Vendor that is awarded to Vendor through the District's procurement process. Vendor's execution of this Addendum ensures Vendor's agreement to comply with the terms of this Addendum, EDGAR, and other applicable federal law and regulations. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to such terms in the Standard Terms and Conditions. In the event of a discrepancy between the terms of this Addendum and the terms set forth in the Standard Terms and Conditions, the terms of this Addendum shall prevail.

Vendor agrees and certifies as follows:

CONTRACT PROVISIONS REQUIRED BY APPENDIX II TO 2 C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, FCISD reserves all rights and privileges under applicable law and regulation with respect to this Agreement in the event of a breach of contract by Vendor.

Does Vendor agree? YES _____
Initials of Authorized Rep

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, in the event of a breach or default of this Agreement by Vendor, FCISD reserves the right to immediately terminate this Agreement in the event Vendor fails to: (1) meet schedules, deadlines, or delivery dates within the time specified in this Agreement; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement. FCISD also reserves the right to terminate this Agreement immediately, with written notice to Vendor, for convenience, if FCISD believes in its sole discretion that it is in the best interest of FCISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by FCISD as of the termination date if this Agreement is terminated for convenience of FCISD. Any award under this procurement process is not exclusive and FCISD reserves the right to purchase goods and/or services from other vendors when it is in FCISD's best interest.

Does Vendor agree? YES _____
Initials of Authorized Rep

(C) *Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”*

Pursuant to Federal Rule (C) above, in the event that this Agreement meets the definition of a “federally assisted construction contract”, the equal opportunity clause referenced above is incorporated into this Addendum by reference.

Does Vendor agree? YES _____
Initials of Authorized Rep

(D) *Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.*

Pursuant to Federal Rule (D) above, in the event that this Agreement constitutes or includes a prime construction contract or a contract for the construction, completion, or repair of public work, Vendor agrees that it will comply with all applicable Davis-Bacon Act provisions as supplemented by Department of Labor (“DOL”) regulations and the Copeland “Anti-Kickback” Act, as applicable, throughout the Term of this Agreement.

Does Vendor agree? YES _____
Initials of Authorized Rep

(E) *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704,*

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

Pursuant to Federal Rule (E) above, in the event this Agreement exceeds \$100,000 and involves the employment of mechanics or laborers, Vendor agrees that it shall, as applicable, comply with the provisions of 40 U.S.C. §§ 3702 and 3704, as supplemented by DOL regulations, throughout the Term of this Agreement. As stated in Federal Rule (E) above, these requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Vendor agree? YES _____
Initials of Authorized Rep

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

Vendor agrees that it shall comply with all applicable requirements set forth in Federal Rule (F) above throughout the Term of this Agreement.

Does Vendor agree? YES _____
Initials of Authorized Rep

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

Pursuant to Federal Rule (G) above, in the event that this Agreement exceeds \$150,000, Vendor agrees that it will comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act throughout the Term of this Agreement.

Does Vendor agree? YES _____

Initials of Authorized Rep

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or otherwise excluded from participation by any federal department or agency. Vendor agrees that it will provide immediate written notice to the person to whom this proposal is submitted if at any time during the Term of this Agreement Vendor or its principals becomes disbarred, suspended, declared ineligible, or otherwise excluded from participation by any federal department or agency.

Does Vendor agree? YES _____
Initials of Authorized Rep

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

Pursuant to Federal Rule (I) above, in the event that this Agreement exceeds \$100,000, Vendor certifies that it is currently in compliance with and will continue to comply with the Byrd Anti-Lobbying Amendment throughout the Term of this Agreement. Vendor also agrees that it will file the required certification with the District further certifying such compliance.

Does Vendor agree? YES _____
Initials of Authorized Rep

(J) Certification of Procurement of Recovered Materials – 2 CFR §200.323 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials

identified in the EPA guidelines.

Vendor agrees that it shall comply with all applicable requirements set forth in Federal Rule (J) above throughout the Term of this Agreement

Does Vendor agree? YES _____
Initials of Authorized Rep

(K) §200.216 *Prohibition on certain telecommunications and video surveillance services or equipment.*

(a) *Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:*

(1) *Procure or obtain;*

(2) *Extend or renew a contract to procure or obtain; or*

(3) *Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).*

(i) *For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).*

(ii) *Telecommunications or video surveillance services provided by such entities or using such equipment.*

(iii) *Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.*

(b) *In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.*

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

Does Vendor agree? YES _____
Initials of Authorized Rep

(L) §200.322 *Domestic preferences for procurements.*

(a) *As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the*

purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, Vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any sub-awards for any District contract that is entered into.

Does Vendor agree? YES _____
Initials of Authorized Rep

ADDITIONAL PROVISIONS REQUIRED UNDER FEDERAL LAW

A. **Record Retention.** Vendor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.333, including retaining all records for the requisite period of time.

B. **Energy Policy and Conservation Act.** Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq.*).

C. **Buy America Act.** Vendor certifies that Vendor is in compliance with all applicable provisions and accompanying regulations of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

D. **Certification of Employment Verification FAR 22.18, 74 FR 2731, 48 CFR 52.222-54.** As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

E. **Certification of Health and Safety Certifications, Licensing, and Regulations.** As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.

F. **Access to Records.** In accordance with 2 C.F.R. § 200.337, Vendor agrees that the District or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

G. **Historically Underutilized Businesses.** Vendor agrees that it will take all necessary affirmative steps, including those specifically set forth in 2 C.F.R. 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in performing under this Agreement.

H. **Geographic Preference.** Pursuant to 2 C.F.R. 200.319(b), except with regard to contracts for architectural and/or engineering services, the District will not use statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except where applicable federal statutes expressly mandate or encourage geographic preference.

I. **Applicability to Subcontractors.** Vendor agrees that all contracts it awards pursuant to this Agreement shall be bound by the foregoing terms and conditions, such that a breach of any of the foregoing terms and conditions by a contractor or subcontractor of Vendor shall be deemed to be a breach of this Agreement by Vendor.

VENDOR AGREES TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES, AS APPLICABLE. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, AND REGULATIONS AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

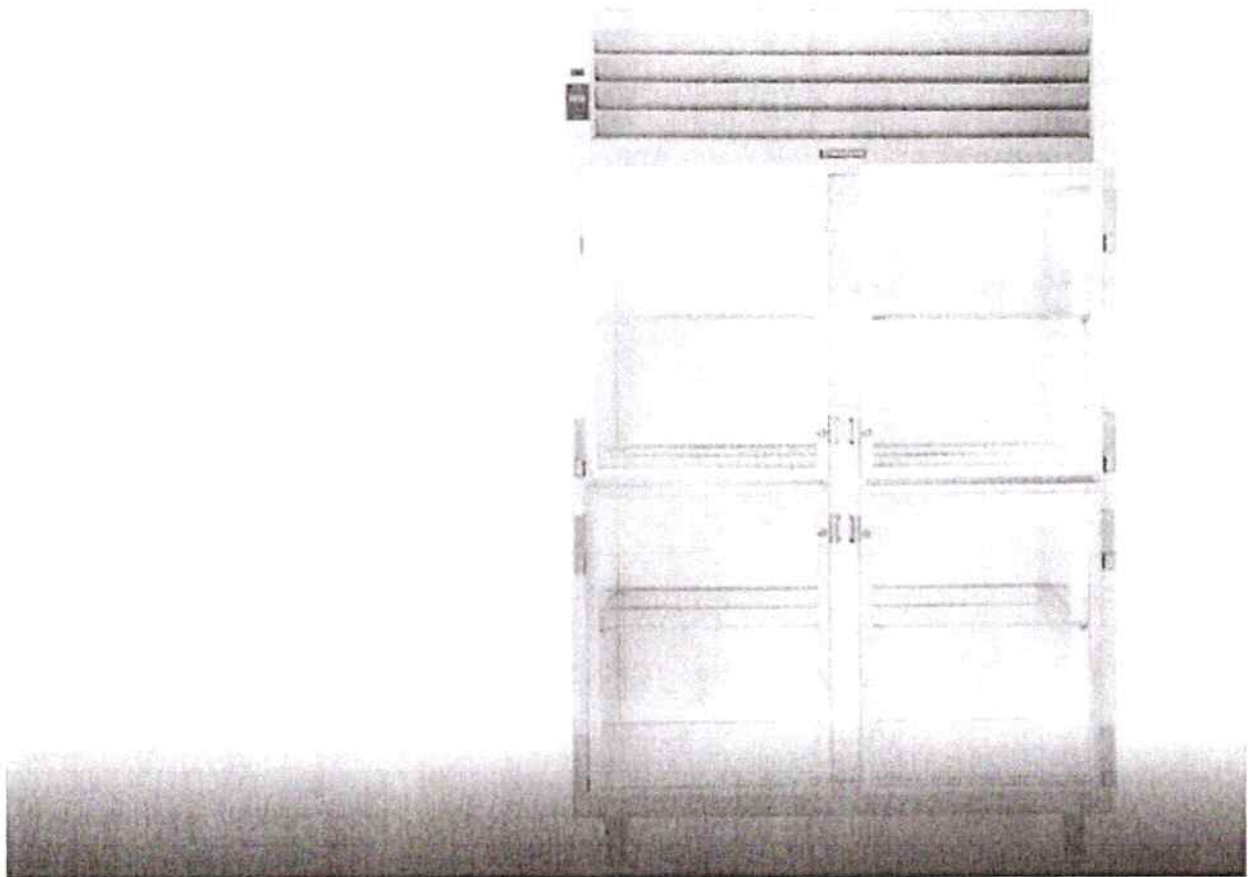
Email Address: _____

Signature of Authorized Representative: _____ Date: _____

FLOYDADA COLLEGIATE ISD CAFETERIA SUPPLY LIST

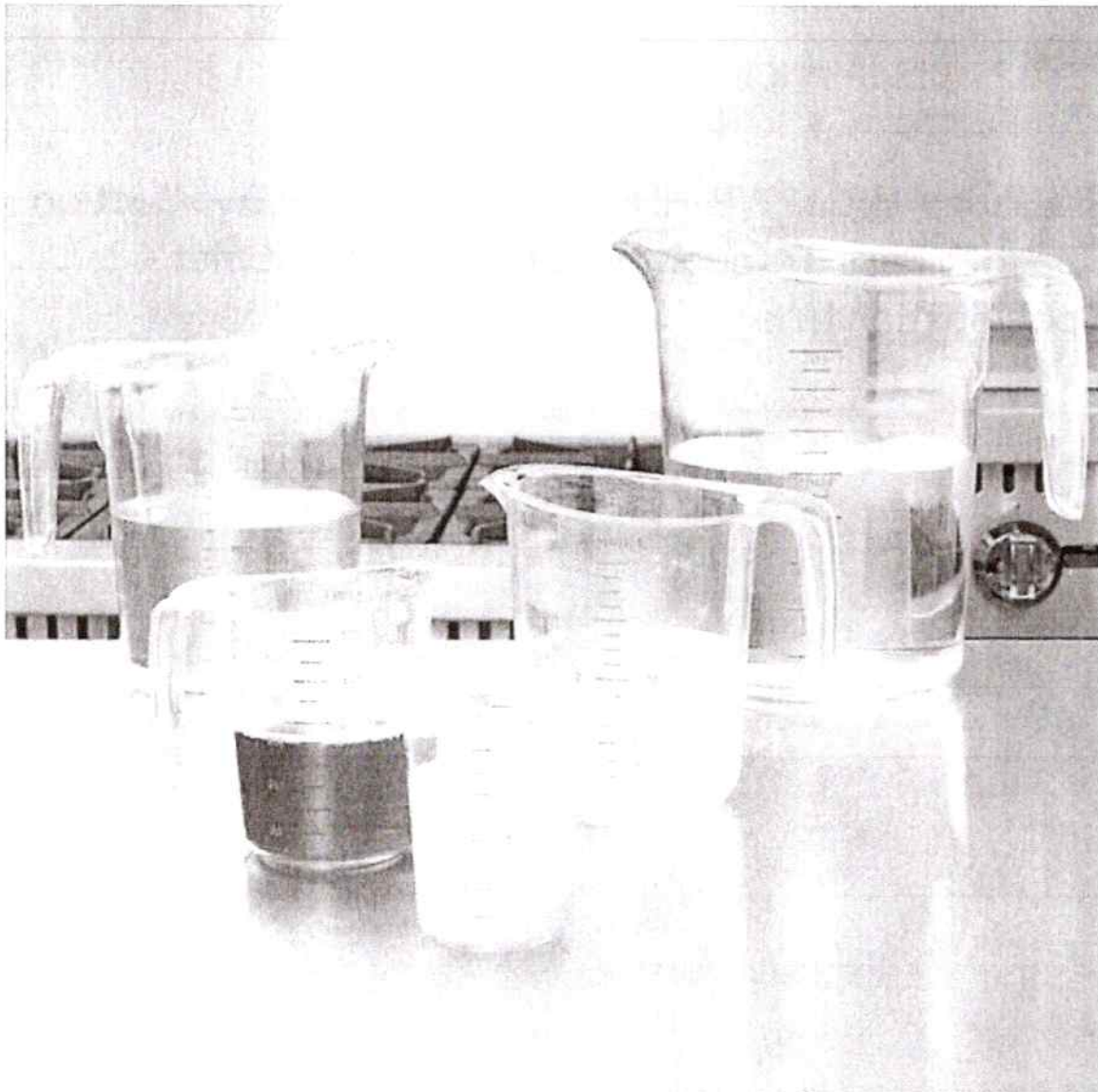
QTY.	DESCRIPTION
2	TRAULSEN AHF232WPHHG WARMER

Traulsen AHF232WP-HHG Glass Half Door Two Section
Reach In Pass-Through Heated Holding Cabinet -
Specification Line



QTY	DESCRIPTION
8 SETS	MEASURING CUP SET CLEAR

5-Piece Clear Plastic Measuring Cup Set



1 Cup

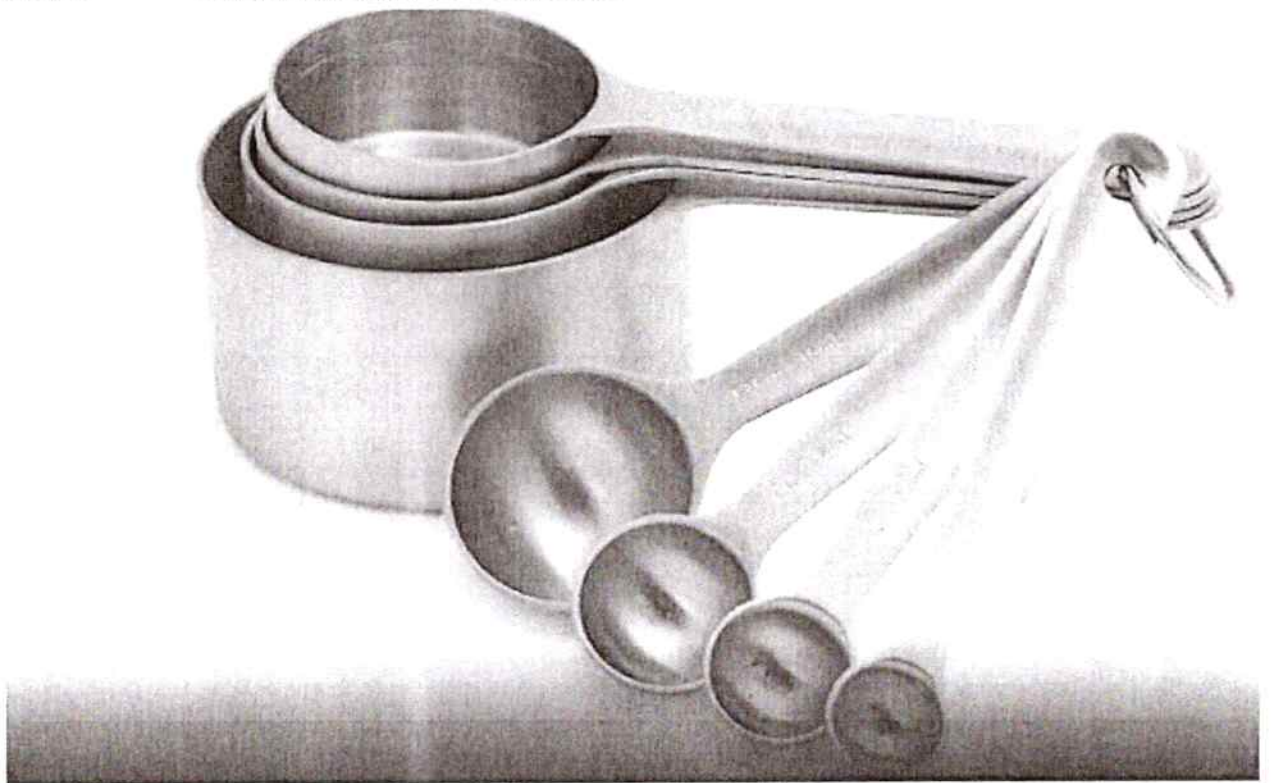
1 Pint (2 Cups)

1 qt. (4 cups)

2 qt. (8 cups)

4 qt.

QTY	DESCRIPTION
4 SETS	MEASURING SPOON SET

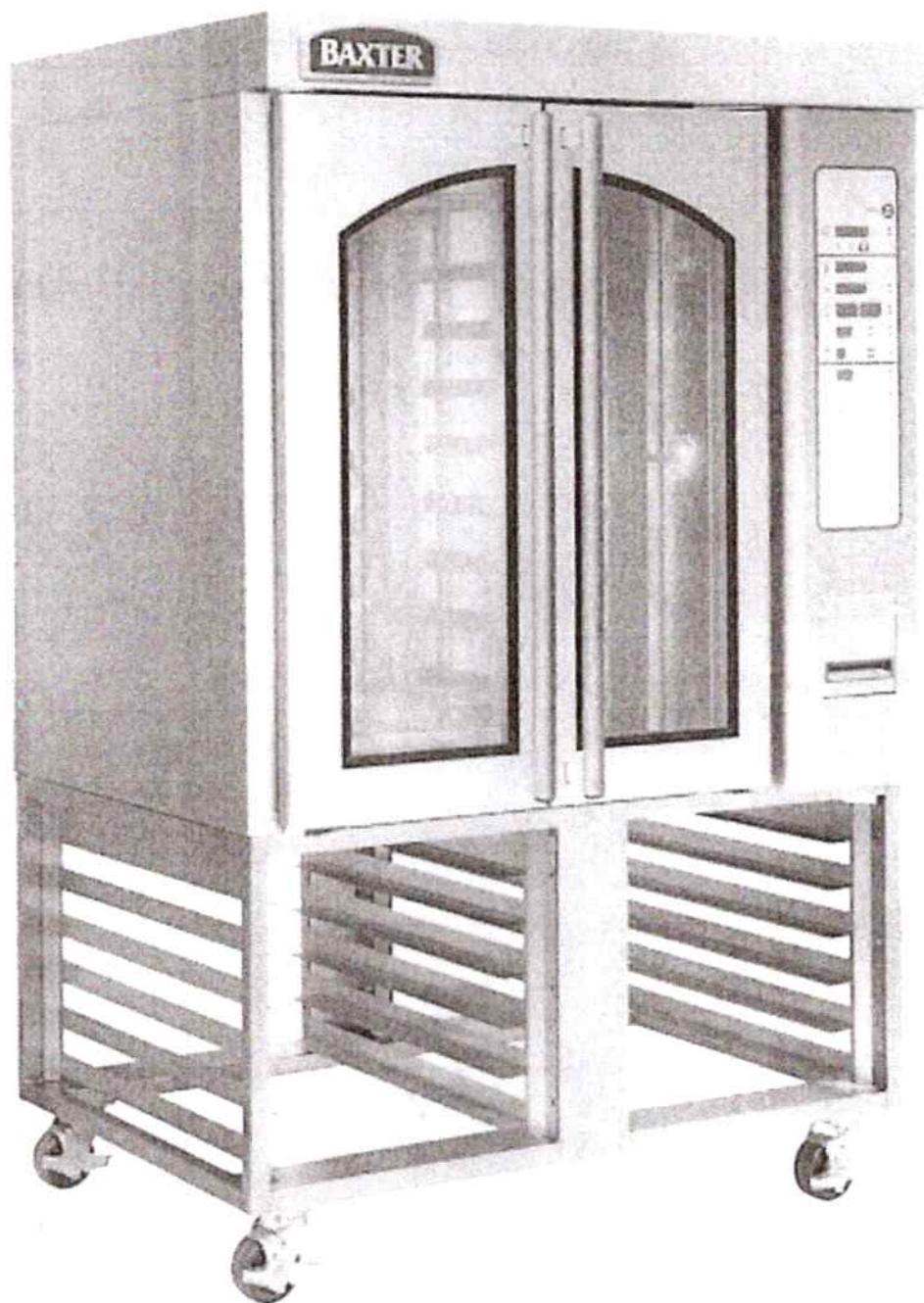


QTY	DESCRIPTION
1	WHITE BOARD

Magnetic Whiteboard/Dry Erase Board, 48 X 36
Inches, Silver Aluminium Frame

QTY
1

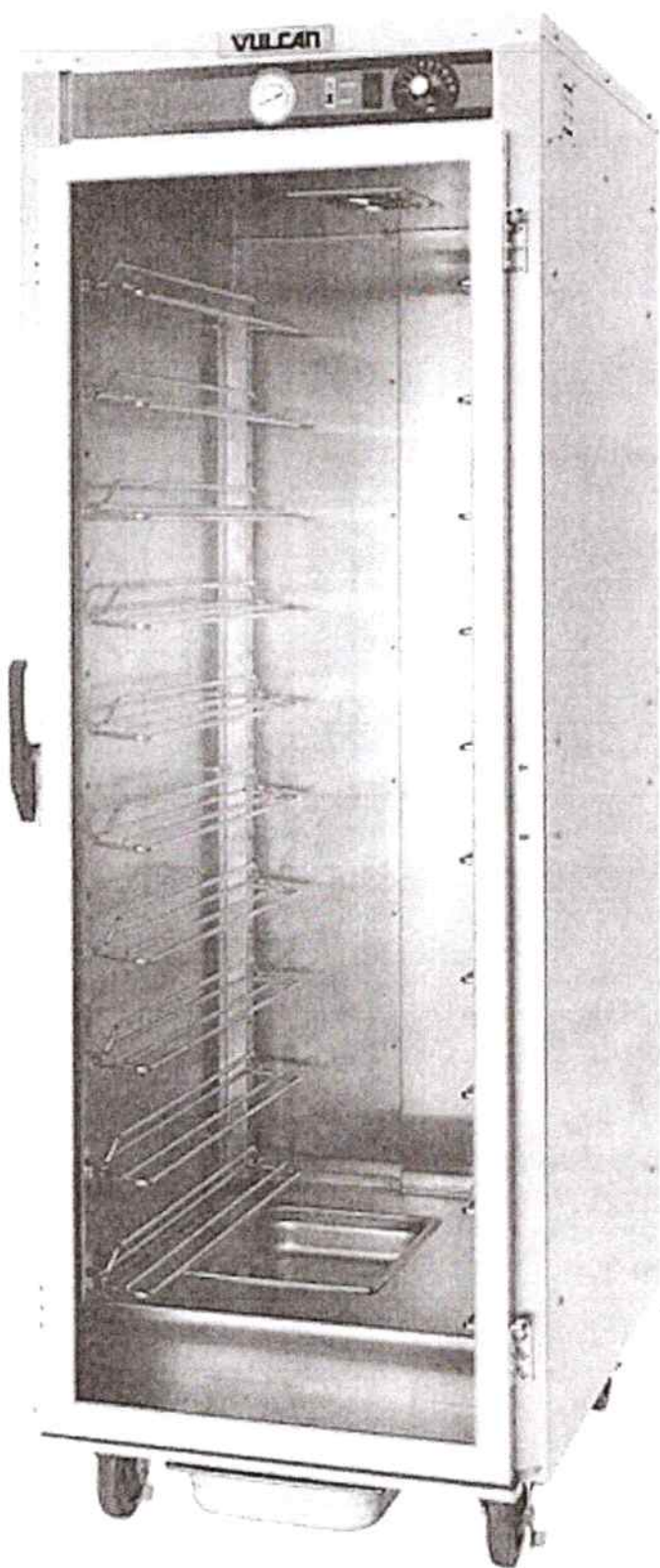
DESCRIPTION
BAXTER OV3000 ~~ONE~~ OVEN



QTY
1

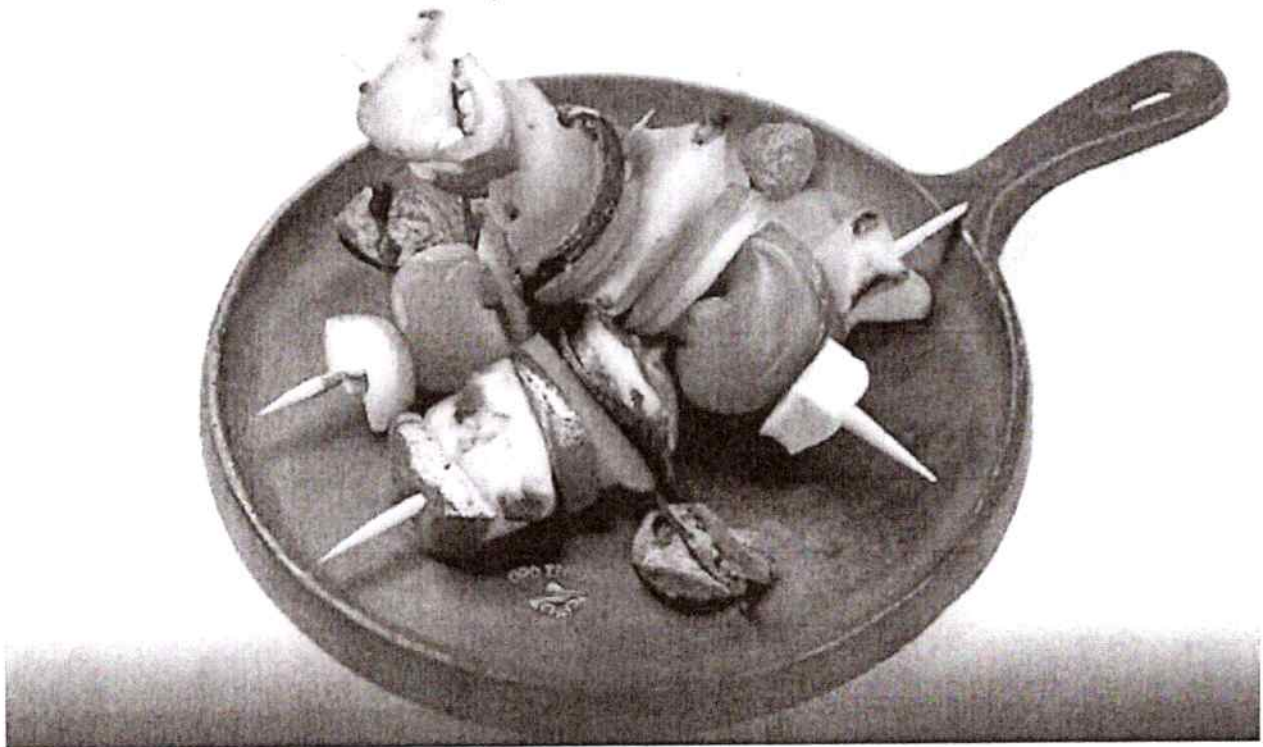
DESCRIPTION

VULCAN VP18-1M3ZN FULL SIZE NON-INSULATED
HOLDING/PROOFING CABINET – 120V



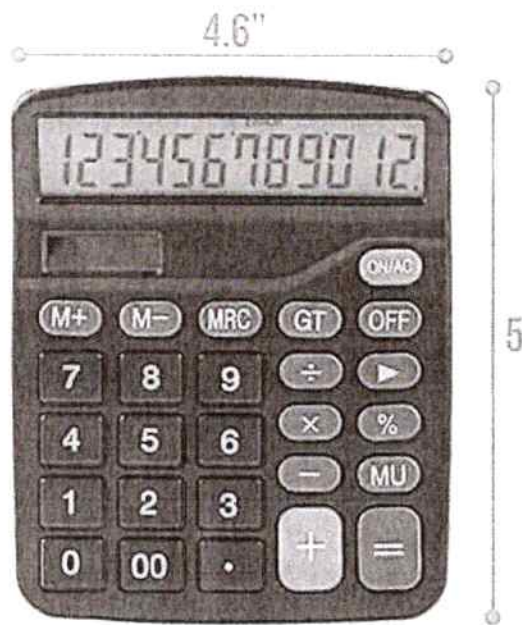
QTY	DESCRIPTION
3	COMAL

Heavy Duty Tortilla Cast Iron Griddle Round Skillet Comal
Flat Pan 8 Inches



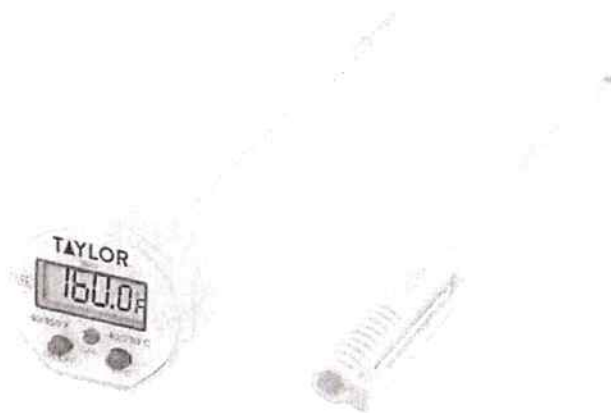
QTY	DESCRIPTION
6	DESKTOP CALCULATORS

Desk Calculators with Big Buttons and Large
Display, Office Desktop Calculator Basic 12 Digit with Solar
Power and AA Battery (Included),



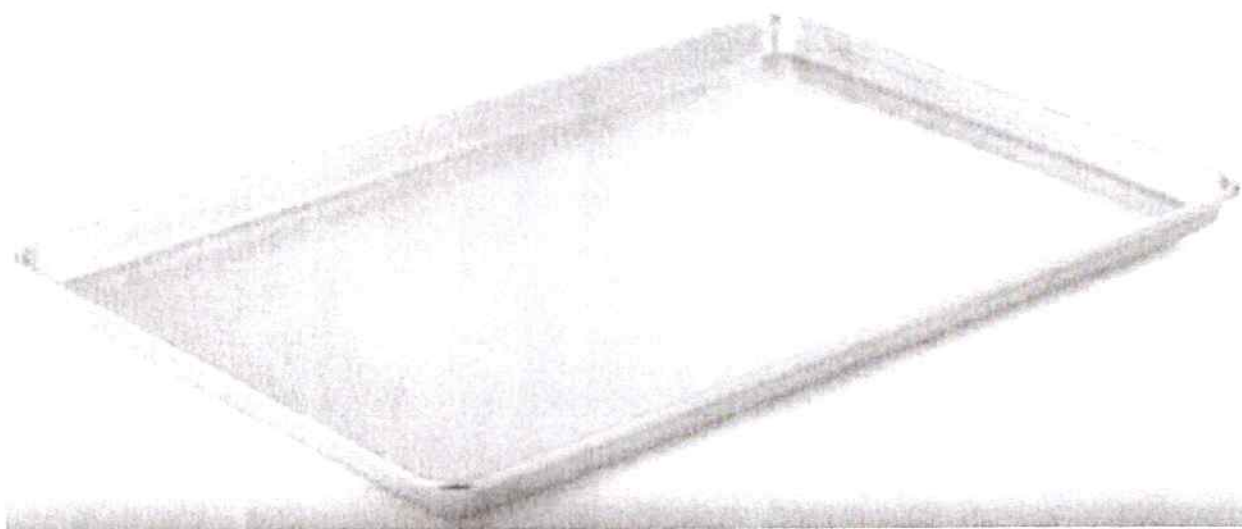
QTY
12

DESCRIPTION
WATERPROOF DIGITAL THERMOMETER



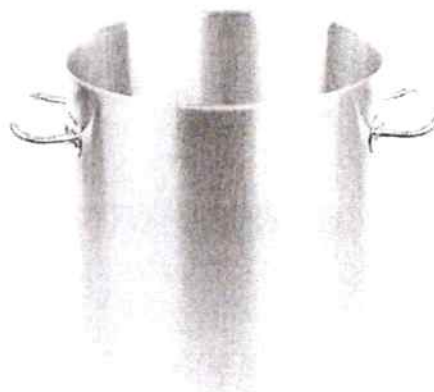
QTY
20

DESCRIPTION
VOLLRATH 939002 WEAR-EVER FULL SIZE 18"X26"
HEAVY DUTY 18 GAUGE ALUMINUM PAN



QTY
1

DESCRIPTION
VOLLRATH 18 QT STOCK POT STAINLESS STEEL



47722

**18-quart Intrigue® stainless steel
stockpot in mirror finish**

Capacity is 18-QT (17-L)

QTY
2

DESCRIPTION
VOLLRATH 27 QT STOCK POT STAINLESS STEEL

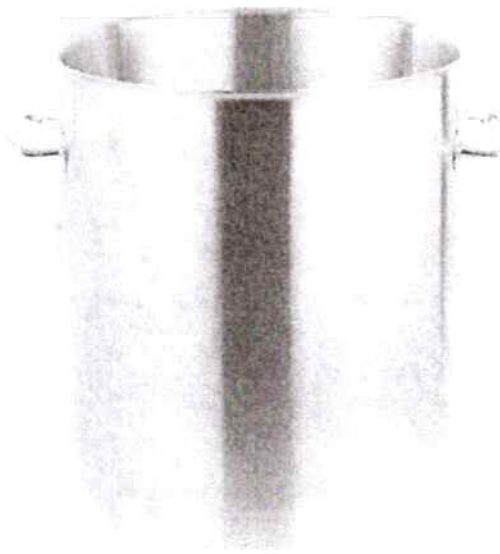


47723

**27-quart Intrigue® stainless steel
stockpot in mirror finish**

Capacity is 27-QT (25.5-L)

QTY	DESCRIPTION
1	VOLLRATH 38 QT STOCK POT STAINLESS STEEL



47724

**38-quart Intrigue® stainless steel
stockpot in mirror finish**

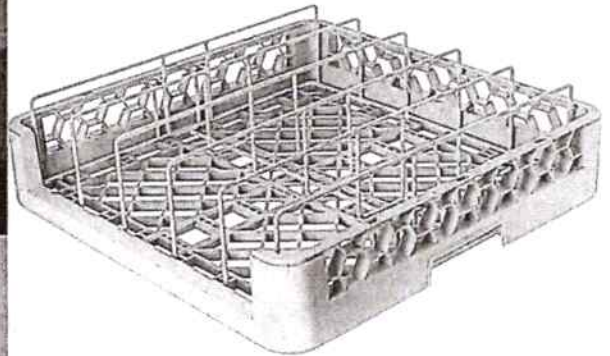
Capacity is 38-QT (36-L)

QTY

5

DESCRIPTION

DISHWASHER TRAYS



Carlisle® OptiClean™ Dishwasher Tray & Food Pan Rack Full Size Blue

By Carlisle Food Service Products

Shipping via Ground: Usually ships from warehouse in 1 to 2 business days

