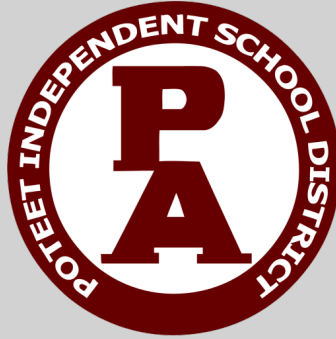




**Request for Proposal
#RFP TX 250417 EQP**

Large Kitchen Equipment

Issue Date: 03/24/2025

Questions Deadline: 04/10/2025 02:00 PM (CDT)

Response Deadline: 04/17/2025 02:00 PM (CDT)

REQUEST FOR PROPOSAL

Poteet Independent School District, Poteet, Texas, administers a federally funded Child Nutrition Program. Proposals will be requested for Large Kitchen Equipment to be secured between May 1, 2025, and December 31, 2025. Interested parties must respond by April 17, 2025, at 2:00 p.m. CDT. The request for proposal (RFP) may be obtained by contacting:

Fernando Mendez, Child Nutrition Director
Poteet Independent School District
1100 School Drive
Poteet, TX 78065
Phone: (830) 570-9083
Email: fmendez@poteetisd.org

Poteet ISD reserves the right to reject any and all offers.

No late offers will be accepted for any reason.

All offers are to be received by the due date and time. Any public bid opening will only include the names of respondents with no other information provided at that time. Recaps will be made available, upon request, to all interested parties after the submission deadline and upon completion of all negotiations and contract awards in accordance with the Texas Public Information Act, Government Code 552.

One (1) response per vendor will be considered. In the event two (2) responses are received from the same vendor, Poteet ISD reserves the right to decide which proposal will be considered.

Clarifications, interpretations, and/or questions regarding this solicitation may be directed via email to Fernando Mendez at fmendez@poteetisd.org. Responses will be distributed to all interested parties. The deadline for questions is **April 7, 2025, at 2:00 p.m. CDT.**

To protect the integrity of the competitive procurement process, potential vendors are asked to honor a cone of silence from the time of receipt of this solicitation until the time of award. In general, communication regarding this solicitation is prohibited between potential vendors and any other internal or external parties until such time as an award announcement is made. Failure to comply with the cone of silence may result in disqualification for award.

Profile of the School District

An overview of Poteet ISD can be found at <https://www.poteetisd.org/>. This web page provides the school district's profile, demographics, schools, staffing levels, budget, vision and mission statements, strategic plan, organizational charts, and additional information.

Purpose of Solicitation

The purpose of this solicitation is to:

- 1) secure a single vendor or multiple vendors for the purchase of several large pieces of kitchen equipment as identified in **Attachment B**.
- 2) secure pricing for the purchase of additional pieces of large kitchen equipment as needed for other campuses through December 31, 2025.

Award Criteria

The final award will be offered based upon the following criteria:

- Price (60 points)
- References (10 points)
- Compliance with Requested Specifications (10 points)
- Compliance Requirements (10 points)
- Qualifications/Experience/HUB/MWBE (10 points)

A copy of the scoring matrix is available, for information only, as part of **Attachment A** to this document.

Poteet ISD promotes, to the maximum extent allowed by law, participation by Historically-Underutilized Businesses and Minority- or Woman-Owned Business Enterprises (HUB/MWBE) in all competitive procurement opportunities. Poteet ISD will make every effort to ensure that it diversifies its vendor pool and that HUB/MWBEs are provided opportunity to participate as a vendor for products and/or services provided to Poteet ISD. No unlawful discrimination will be made against vendors for any legally protected status, including those for federal Child Nutrition Programs. Information will be collected regarding HUB/MWBE as part of **Attachment K** per federal procurement regulations.

In addition, awards will only be made to vendors deemed to be responsible. For purposes of this award, responsibility is evaluated as follows:

- Vendor must demonstrate or has demonstrated the ability to promptly and efficiently deliver all products to which that vendor responds and is awarded.
- Vendor must have the physical, as well as financial, capacity to store and deliver the quantity of products awarded in a safe and efficient manner.
- Vendor must have a proven record of service in the administration of a contract of this size and type. A vendor may be considered unreliable and thus non-responsive, if for any reasons, other than reasons beyond their control, they have

violated any of the requirements listed in the terms of this RFP, have caused the cancellation of a RFP of this type, or have failed to properly communicate with customers on matters essential to a RFP of this type.

Solicitation and Award Timeline

March 24, 2025	Solicitation is Advertised and Issued
April 7, 2025	Deadline for Questions
April 10, 2025	Question/Answer Document is Available
April 17, 2025	Solicitation Closes
April 21, 2025	Responses are Evaluated and Award Recommendation Prepared for School Board
April 28, 2025	Presentation of Award Recommendation for School Board Approval
May 5, 2025	Award Notification Posted and Distributed to Interested Parties
May 5, 2025 – December 31, 2025	Purchase Orders Approved and Orders Placed with Awarded Vendor

Service

The award resulting from this solicitation secures a single vendor or multiple vendors for the purchase of several large pieces of kitchen equipment as identified in **Attachment B** and secures pricing for the purchase of additional pieces of large kitchen equipment as needed for other campuses through December 31, 2025.

Poteet ISD requires NO removal of existing equipment. The school district will provide for removal of all existing equipment as may be required. Poteet ISD will install the equipment with the services of licensed contractors as approved by the architectural firm supervising the renovation and build of existing and new facilities.

Contract Period

This contract covers the period from May 1, 2025, through December 31, 2025. Pricing must remain firm through that period. All deliveries must be completed by the end of the contract term.

Should an awarded item become unavailable for any length of time during the contracted period, the vendor also agrees to notify Poteet ISD within thirty (30) working days of the anticipated unavailability. During this 30-day period, Poteet ISD reserves the right to consider a secondary source to supply such items subject to the lack of availability. The vendor will be notified of any adverse decisions(s) on the part of Poteet ISD in accordance with the terms outlined in ***"Termination/Default and Settlement."***

Cost Analysis

In the initial cost analysis, the estimated value of this solicitation is potentially over the federal Simplified Acquisition Threshold (SAT) of \$250,000. Formal procurement is required secondary to the federal SAT and the state's formal procurement threshold.

Material Change

Any modification to the awarded product or number of units to be purchased that results in a change of \$10,000 or more from the total contracted price will be considered a material change and will require initiation of a new solicitation.

Reservation of Rights

Poteet ISD reserves the right to the following:

- 1) Waive minor deviations from specifications if the school district determines the overall cost of goods and services will be lower and improve or not otherwise impair the overall function to be achieved.
- 2) Waive any minor informality or deficiency in any solicitation procedure.
- 3) Reject any or all responses.
- 4) Cancel the solicitation.
- 5) Reissue the solicitation.
- 6) Extend the solicitation opening date and time or the contract award date.
- 7) Modify the solicitation as may be appropriate with advertised and issued addendums to all interested parties.
- 8) Procure any goods or services by other means.

Orders

The vendor is responsible for ordering all equipment with manufacturers of awarded products. All invoices require an executed purchase order from Poteet ISD in advance of any billing to assure payment is made in a timely manner. The school district is not responsible for payment of any goods or services performed without an executed purchase order.

Deliveries

Deliveries shall be made to the shipping address noted on the executed purchase order. All shipping addresses will be within the jurisdiction of Poteet ISD. Deliveries made as a result of this contract shall be freight, insurance and taxes prepaid. All contract prices shall include all costs including taxes, insurance, freight, and delivery charges, including crating for shipping by common carrier.

Insurance Coverages and Bonding

There is no insurance or bonding currently required for participation in this solicitation or for contract award. Poteet ISD reserves the right to change this requirement with 30-day notice and as may be required to protect its interests.

Quality Control

All equipment and related components will be suitable for commercial kitchen use and follow accepted standard for such use, including, but not limited to, National Sanitation Foundation (NSF) International and Underwriters Laboratories (UL) approved. All components will utilize metals approved for food contact in the United States.

Pricing

Pricing is to be outlined in the pricing worksheet provided as part of ***Attachment B*** of this

document. The equipment description should be considered when offering a pricing proposal. Approved equivalents are allowable for all items. It is at the discretion of Poteet ISD as to the acceptability of alternate brands and manufacturer product codes offered.

This solicitation seeks pricing by individual piece of equipment for the purpose of evaluation as a line item award as well as pricing by collective unit for ALL needed pieces of equipment for the purpose of evaluation as a prime vendor/bottom line award. Poteet ISD encourages vendors to bid for the collective unit in the interest of best value for the school district.

Property Taxes

The vendor affirms that it does not currently owe or is otherwise indebted to Poteet ISD for adjudicated delinquent property taxes. Poteet ISD reserves the right to reject an offer if the vendor is currently indebted to Poteet ISD for delinquent taxes or to terminate a contract if the successful vendor subsequently becomes delinquent. Poteet ISD further reserves the right to deduct any delinquent taxes owed from Payments to the awarded vendor under the awarded contract.

Exemption from Texas Sales, Excise and Use Taxes

Poteet ISD is a public jurisdiction that is exempt from Texas sales, excise and use taxes. Tax exemption certificates will be provided by Poteet ISD upon request. Sales tax must not be included in any response or invoice submitted by the vendor.

Invoices/Statements

Invoices for the purchases made by Poteet ISD are paid by the school district's business office. In order to facilitate the handling of these invoices, THE VENDOR MUST ADHERE TO THE FOLLOWING INSTRUCTIONS.

- 1) Once the purchase order is approved, an invoice from the vendor may be generated.
- 2) All items on invoices must be billed according to the description of the items. Unit prices for all items shall be recorded, and invoices shall be accurately extended.
- 3) The vendor must maintain copies of signed invoices for delivery verification of items being billed. These records are needed in the event the delivery of an item is questioned.
- 4) If for any reason it is necessary to make a change or cancellation on an invoice, it is to be recorded by the vendor on the invoice and signed by the vendor as well as the receiving agent for Poteet ISD. One (1) copy of the signed invoice is to be left at the delivery site and one (1) copy of the signed invoice is to be retained by the driver for recordkeeping by the vendor.
- 5) Upon receipt, invoices will be verified and paid by the school district's business office.
- 6) In the event an invoice is not properly submitted to Poteet ISD, no late fees or finance charges will be paid for delayed payment.

Poteet ISD reserves the right to specify supplemental billing requirements in writing, including, but not limited to, separate billing for individual campuses.

Discounts, Rebates, Allowances, and Incentives

Allowable costs will be paid from the nonprofit school food service account to the vendor net of all discounts, rebates, and other applicable credits accruing to or received by the manufacturer or any assignee under the contract, to the extent those credits are allowable to the allowable portion of the costs billed to Poteet ISD.

Compliance with Local, State, and Federal Laws and Regulations

The vendor agrees to comply with all local, state, and federal laws and regulations governing its existence as required by procurement regulations for federal feeding program sponsors as well as the Education Department General Administrative Regulations (EDGAR) outlined in 2 CFR Part 200.

Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Appendix II to 2 CFR 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, when federal funds are expended by Poteet ISD, Poteet ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Poteet ISD, Poteet ISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor. Poteet ISD also reserves the right to terminate this agreement for convenience if Poteet ISD believes, in its sole discretion, that it is in the best interest of Poteet ISD to do so. Poteet ISD agrees not to terminate this agreement for convenience in an arbitrary or capricious manner. Refer to provisions found in “**Termination/Default and Settlement**” for specific remedies afforded to all parties. Poteet ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Poteet ISD provided that all obligations under this agreement are met and no conflicts of interest exist.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

(C) 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 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 (C) above, when federal funds are expended by Poteet ISD, the vendor agrees that during the term of this agreement the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

(D) If the Federal award meets the definition of a construction contract and is in excess of \$2,000, the recipient or subrecipient must comply with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5). Specific provisions of the Davis-Bacon Act may be found on the website of the U. S. Department of Labor, Wage and Hour Division, at <https://www.dol.gov/agencies/whd/fact-sheets/66-dbra>.

Pursuant to Federal Rule (D) above, when federal funds are expended by Poteet ISD, the vendor agrees that during the term of this agreement the vendor will be in compliance with all applicable provisions of the Davis-Bacon Act.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

E) If the Federal award meets the definition of “federally assisted construction contract,” the awarded vendor is obliged to Equal Employment Opportunity regulations as found below:

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 the above, when federal funds are expended by Poteet ISD, the vendor agrees that during the term of this agreement the vendor will be in compliance with all applicable provisions of Equal Employment Opportunity (EEO).

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

Note: Executive Order 11246 has been rescinded as of January 20, 2025, and federal compliance is no longer expected after April 20, 2025.

(F) If the Federal award meets the definition of “funding agreement” under 37 CFR Part 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.

Pursuant to Federal Rule (D) above, when federal funds are expended by Poteet ISD, the vendor agrees that during the term of this agreement the vendor will be in compliance with all applicable provisions of 37 CFR Part 401.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

(G) 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 (E) above, when federal funds are expended by Poteet ISD, the vendor agrees that during the term of this agreement the vendor will be in compliance with all applicable provisions of 42 U.S.C. 7401-7671q and 33 U.S.C. 1251-1387.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

- (H) **A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names or 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 (F) above, when federal funds are expended by Poteet ISD, the vendor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency. All vendors are required to complete and submit the *Certification Regarding Debarment/Suspension* found in **Attachment C** of this RFP with their response.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

- (I) **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 appropriate 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 the Byrd Anti-Lobbying Amendment (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 (G) above, when federal funds are expended by Poteet ISD, the vendor agrees that during the term of this agreement the vendor will be in compliance with all applicable provisions of 31 U.S.C. 1352. All vendors are required to complete and submit the *Certification Regarding Lobbying* found in **Attachment D** of this RFP with their response in addition to the *Disclosure of Lobbying Activities* found in **Attachment E**.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

- (J) When federal funds are expended by Poteet ISD, the vendor agrees that during the term of this agreement the vendor will be in compliance with mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et. Seq.; 49 C.F.R. Part 18; P.L. 94 – 163, 89 Stat. 871).

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

- (K) The vendor shall comply with the “Buy American” provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250. More details regarding this provision are found in this RFP under **“Buy American Provision.”**

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

- (L) The vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity and they are fully compliant with the criteria outlined in this RFP under **“Non-Collusion Clause.”** Vendor further certifies this fact by completing and submitting with the response to this RFP the *Non-Collusion Affidavit* found in **Attachment F.**

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

Other Required Federal Provisions

- (A) The vendor shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, “Civil Rights Compliance and Enforcement in School Nutrition Programs”.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

- (B) The vendor shall comply with the provisions of the Consumer Product Safety Act.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

- (C) The vendor agrees to comply with the **“Records Retention”** section of this RFP.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

- (D) The vendor will complete and submit with their response the disclosure form for Historically-Underutilized Business (HUB) and Minority/Woman-Owned Business Enterprise (MWBE). This form is found in **Attachment K** of this RFP.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

Required Contract Provisions for Awards by Governmental Entities in Texas

- A) The undersigned representative of the vendor, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named**

above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. The undersigned representative further certifies that should the above named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan, or any Foreign Terrorist Organization, they will immediately notify Poteet ISD.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

B) The undersigned representative of the vendor, being an adult over the age of eighteen (18) years of age, verifies that the vendor, under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270, 1) does not boycott Israel currently and 2) will not boycott Israel during the term of the contract the vendor has with Poteet ISD. Pursuant to Section 2270.001, Texas Government Code, "boycott Israel" 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. Also pursuant to Section 2270.001, Texas Government Code, "company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, a majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

C) If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Texas Government Code 2274.003 of SB19 (87th Legislature); and € governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Texas Government Code Chapter 2274 of SB 19 (87th Legislature), the company hereby certified and verifies that the company, or 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 these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract

against a firearm entity or firearm trade association. For purposes of this contract, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Texas Government Code 2274.001(3) of SB 19.

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, the decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” See Texas Government Code 2274.001(3) of SB 19.

Vendor agrees to compliance on this provision? _____ Yes _____ No (initial one)

- D) If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Texas Government Code Chapter 2274 of SB 13 (87th Legislature), the company hereby certifies and verifies that the company, or any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relationship with a company because the company (a) 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, or (b) does business with a company described by paragraph (a). See Texas Government Code 809.001 (1).

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

Other Required State Provisions

(A) The vendor agrees to complete criminal background checks on employees who may have direct contact with students. More details regarding this requirement is found in the section, ***“Contact Between Workers and Students.”***

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

(B) The manufacturer shall abide by all applicable State and Federal laws and policies of the governing state agency when providing services under this agreement.

Vendor agrees to compliance on this provision? ____ Yes ____ No (initial one)

Certification Regarding Debarment/Suspension

The Certification Regarding Debarment/Suspension is found in ***Attachment C*** of this RFP.

Certification Regarding Lobbying

The Certification Regarding Lobbying is found in ***Attachment D*** of this RFP.

Disclosure of Lobbying Activities

The Disclosure of Lobbying Activities is found in ***Attachment E*** of this RFP.

Non-Collusion Affidavit

The Non-Collusion Affidavit is found in ***Attachment F*** of this RFP.

Conflict of Interest Questionnaire (CIQ)

The CIQ is found in ***Attachment G*** of this RFP.

Compliance with Form 1295 Certification

Information on how to generate a Form 1295 Certification for Poteet ISD is found in ***Attachment H*** of this RFP.

Felony Conviction Notification

The Felony Conviction Notification is found in ***Attachment I*** of this RFP.

Vendor Information Sheet

The Vendor Information Sheet is found in ***Attachment J*** of this RFP.

Historically-Underutilized Business (HUB) and Minority/Woman-Owned Business Enterprise (MWBE) Disclosure

The HUB/MWBE disclosure form is found in ***Attachment K*** of this RFP.

Contract Relationship

The vendor is not an employee of Poteet ISD and is not entitled to fringe benefits. Furthermore, the District will not deduct Federal Income Taxes, FICA, or any other funds required to be deducted by an employer as this is the responsibility of the vendor. The vendor is an independent contractor and Poteet ISD and the vendor have not entered into a joint venture or partnership in providing the services herein and nothing contained herein shall constitute or designate the vendor or any of its employees as employees of Poteet ISD.

Contact Between Workers and Students

To comply with Senate Bill 9 background check requirements (<https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors>) and Texas Education Code (TEC) 22.0834 (<https://statutes.capitol.texas.gov/Docs/ED/htm/ED.22.htm>), the vendor shall, at its own expense, complete a criminal background check, which may include fingerprinting, on any employee, including contractors, who will have direct contact with children. Written assurance that this requirement has been met for each employee who requires on-site access at a school district shall be provided to Poteet ISD prior to commencement of work that involves contact with children. The vendor shall NOT allow any employee on a school campus or at a designated school function without satisfying this requirement. Failure to provide such written assurance upon demand may jeopardize the manufacturer's responsiveness, render the response ineligible for award, and/or result in termination of any current or future business with such manufacturer.

Non-Collusion Clause

The vendor certifies that neither themselves nor the firm, corporation, partnership, or institution represented by the manufacturer, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly the proposal presented to any competitor or any other person engaged in such line of business for the purpose of obtaining information or gaining any favoritism that would in any way limit competition or give themselves an unfair advantage over other manufacturers in the awarded of this RFP.

The manufacturer hereby assigns to Poteet ISD any and all overcharges associated with this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1 et. seq. (1973), and which arise under the antitrust laws of the State of Texas.

Ethics Clause

The vendor affirms that it/they/he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract

award. The vendor is required to note any and all relationships that may present a conflict of interest on **Attachment G**.

Termination/Default and Settlement

Poteet ISD reserves the right to terminate this contract between itself and the said vendor as evidenced in writing by Poteet ISD if any of the previous conditions are not met. The vendor shall be given ten (10) working days to remedy any violation of this contract. After such time, the vendor shall be given written notice ten (10) working days in advance of the actual termination of the contract.

Should this contract be terminated in its entirety due to any violation of this contract by vendor, the vendor shall be barred from submitting a proposal on any future contracts with Poteet ISD for a period of twelve (12) months from the date of the termination of this contract.

In the event that the vendor is unable or unwilling to maintain this contract, voluntarily or involuntarily, it agrees to notify Poteet ISD, in writing, at least thirty (30) days prior to its

intent to terminate or default on the contract. Any vendor exercising this option will be eligible to participate in future proposals.

Upon termination or default of this contract, either by the vendor or Poteet ISD, the outstanding balance of invoices for items already received will be paid with no additional settlement made on the part of Poteet ISD.

Poteet ISD expects the highest quality product available at an acceptable price. The vendor is responsible for the quality of the product being proposed for delivery and subsequently awarded. If at any time, a product proves to be in violation of the original product specification or the product is of unacceptable quality, Poteet ISD reserves the right to withdraw the award for that product provided that written notice is given the vendor at least ten (10) working days prior to the intent to withdraw the award. The withdrawal of a product from the award will not result in barring the vendor from subsequent proposal awards as previously outlined.

The Board of Trustees of Poteet ISD reserves the right to cancel this agreement, with or without cause, at no risk or penalty upon thirty (30) day written notice of intent to cancel.

Force Majeure

If for any reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon; and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of

the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having difficulty. If a party is unable to comply with the provisions of this agreement by reason of Force Majeure for a period beyond thirty (30) days after the event or cause relied upon, alternate provisions may be negotiated to sustain the agreement. Then upon written notice after the thirty (30) days either party reserves the right to cancel this agreement without any further liability.

Additional Terms and Conditions

If changed conditions are encountered during the term of this contract, this contract may be supplemented or amended under terms and conditions mutually agreeable to all parties, provided that such changes, amendments, supplements, or modifications shall be in writing.

This contract contains the entire agreement of all parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties involved. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this contract shall be of any force or effect.

If any terms(s) or provision(s) of this contract are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this contract shall remain in full force and effect and shall in no way be effected, impaired, or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this contract to be inconsistent with the intent of the parties hereto.

This contract shall be governed by the law of the State of Texas and venue shall be in the county in which the offices of Poteet ISD are located which is Atascosa County, Texas. Before any party may resort to litigation, any claims, disputes or other matters in question between the parties to this contract shall be submitted to nonbinding mediation or alternate dispute resolution at the request of any party. Submission by any party shall not be unreasonably withheld.

No assignment of this contract or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.

No waiver of a breach of any provision of this contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any

provision shall be construed to be a waiver of such breach.

In the event that any service or performance item to be furnished or used hereunder is protected by a patent, copyright, trademark, trade secret, or other intellectual property rights, the proposed will indemnify, defend, and hold harmless Poteet ISD and its employees, officers, and agency representatives from any and all claims made, lawsuits filed or losses, costs, or damages incurred as a result or related to the performance of work under this solicitation.

Records Retention

The vendor agrees to make available to local, state, and federal auditors all information or records required for the continued operation of Poteet ISD's Child Nutrition Program (CNP). All records related to this RFP must be retained for five (5) years after final payment is made under this RFP and all pending matters are closed. If any audit, litigation, or other action involving this RFP is started before the end of the five (5) year period, all related records must be retained by the vendor until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

Offer Statement

In compliance with and subject to all the terms and conditions of this RFP, the undersigned offers and agrees to provide Poteet ISD the items awarded in accordance with the product specification sheets and offered price. The offered price shall remain firm and shall be irrevocable and open for acceptance for sixty (60) calendar days unless otherwise specified from the date of submission.

Vendor/Company Name:_____

Mailing Address:_____

City, State, Zip Code:_____

Street Address:_____

City, State, Zip Code:_____

Phone Number:_____Email Address:_____

Printed Name/Title of Authorized Representative:

Signature of Authorized Representative:

_____Date:_____

DUNS#_____Company Registered on SAM.gov? Yes_____ No_____

ATTACHMENTS

- ATTACHMENT A: SCORING MATRIX
- ATTACHMENT B: PRICING WORKSHEET with specifications
(also available in Microsoft Excel)
- ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT/SUSPENSION
- ATTACHMENT D: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT E: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT F: NON-COLLUSION AFFIDAVIT
- ATTACHMENT G: CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)
- ATTACHMENT H: COMPLIANCE WITH FORM 1295 CERTIFICATION
- ATTACHMENT I: FELONY CONVICTION NOTIFICATION
- ATTACHMENT J: VENDOR INFORMATION SHEET
- ATTACHMENT K: HISTORICALLY UNDERUTILIZED BUSINESS (HUB) AND
MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE
(MWBE) DISCLOSURE

ATTACHMENT A: SCORING MATRIX

SCORING MATRIX
LARGE KITCHEN EQUIPMENT
RFP TX 250417 EQP

Vendor: _____

Criteria	Poor	Fair	Good	Excellent	Points	Justification/Reason
Pricing (60 points)	Overall pricing is NOT acceptable. (0)	Overall pricing is acceptable. (20)	Overall pricing is very good. (40)	Overall pricing is excellent. (60)		
References (10 points)	The overall quality of products as determined by accepted standards for commercial food service equipment is unacceptable or unknown. (0)	The overall quality of products as determined by accepted standards for commercial food service equipment is good. (4)	The overall quality of products as determined by accepted standards for commercial food service equipment is acceptable. (7)	The overall quality of products as determined by accepted standards for commercial food service equipment is above average. (10)		
Compliance with Requested Specifications (10 points)	The offer is non-compliant with requested specifications. (0)	The offer has minimal compliant qualities with the requested specifications. (4)	The offer has marginal compliant qualities with the requested specifications. (7)	The offer is fully compliant with the requested specifications. (10)		
ADMINISTRATOR SECTION						
Compliance Requirements (10 points)	No documents have been received with the exception of the pricing worksheets. (0)	Some signed documents have been received. The pricing worksheets are on file. Those documents missing are critical documents for review purposes. (4)	Some signed documents have been received. The pricing worksheets are on file. Those documents missing are not critical documents for review purposes. (7)	All signed documents have been received. The pricing worksheet is on file. (10)		
Qualifications/Experience/HUB/MWBE (10 points)	The vendor has no current experience for a contract of this type. The vendor may or may not be a HUB/MWBE. (0)	The vendor has less than 5 years of experience for a contract of this type. The vendor may or may not be a HUB/MWBE. (4)	The vendor has 6-10 years experience for a contract of this type. The vendor may or may not be a HUB/MWBE. (7)	The vendor has over 10 years experience for a contract of this type. The vendor may or may not be a HUB/MWBE. (10)		
Point Totals (100 points):						

Purchasing Agent: _____ Signature: _____ Date: _____

ATTACHMENT B: PRICING WORKSHEET with specifications
(also available in Microsoft Excel)

PRICING WORKSHEET
LARGE KITCHEN EQUIPMENT

PRICING BY INDIVIDUAL UNIT
(Line item award.)

Vendor: _____

POTEET ISD RFP TX 250417 EQP

Equipment/Approved Brand	Offered Equipment/Brand	Price Per Unit	Quantity	Price Extension	Notes
Roll-Thru Heated Cabinet. Two-section; left door hinged left and right door hinged right on both thermometer side and rear of unit. Stainless steel exterior and interior. Standard depth cabinet with full-height doors to accept 66" high racks (purchased separately). Microprocessor controls. 1/3 HP. 6-year parts and labor warranty. 208-230/115v/60/1-phase, 15.5 amps, 3000 watts. Acceptable brand: Traulsen Model Number RIH232LP-FHS.			3		
PURCHASE OPTION: Additional units identical to the above description.			3		
Roll-Thru Refrigerator. Hinged right, one-section, 38.8 cu. ft. self-contained refrigeration. Stainless steel exterior and interior. Standard depth cabinet with full-height doors to accept 66" high racks (purchased separately). Microprocessor controls. 1/3 HP. 6- year parts and labor warranty; 7-year compressor warranty. 115v/60/1-phase, 7.6 amps, cord with NEMA 5-15P. Acceptable brand: Traulsen Model Number RR132LPUT-FHS. OPTIONAL: With corrections features to include locking hasp, mesh screen, and lexan control cover. Acceptable brand: Traulsen Model Number RR132LP-COR01.			3		
PURCHASE OPTION: Additional units identical to the above description.			3		

PRICING WORKSHEET

LARGE KITCHEN EQUIPMENT

PRICING BY INDIVIDUAL UNIT
(Line item award.)

Tilting Skillet, 40 Gallon, Natural Gas. Bead blasted cooking surface. 10 degree tilt cooking feature with easy manual hand tilt. Spring-assisted cover with vent. Gallon and liter markings. Stainless steel construction with open leg frame. 200,000 BTU. 1-year parts and labor warranty. Performance start-up and water quality check included after installation. 120 v/60/1-phase, 1.4 amps, NEMA 5-15P. Standard controls with temperature control dial, LED ON indicator light, main power switch with standard and high power setting. Acceptable brand: Cleveland Model Number SGL-40-T1.			3		
PURCHASE OPTION: Additional units identical to the above description.			3		

Name of Authorized Agent: _____

Signature: _____

Date: _____

PRICING WORKSHEET
LARGE KITCHEN EQUIPMENT

PRICING BY COLLECTIVE GROUP
(Prime vendor/bottom line award.)

Vendor: _____

POTEET ISD RFP TX 250417 EQP

Equipment/Approved Brand	Offered Equipment/Brand	Price Per Unit	Quantity	Price Extension	Notes
Roll-Thru Heated Cabinet. Two-section; left door hinged left and right door hinged right on both thermometer side and rear of unit. Stainless steel exterior and interior. Standard depth cabinet with full-height doors to accept 66" high racks (purchased separately). Microprocessor controls. 1/3 HP. 6-year parts and labor warranty. 208-230/115v/60/1-phase, 15.5 amps, 3000 watts. Acceptable brand: Traulsen Model Number RIH232LP-FHS.			3		
PURCHASE OPTION: Additional units identical to the above description.			3		
Roll-Thru Refrigerator. Hinged right, one-section, 38.8 cu. ft. self-contained refrigeration. Stainless steel exterior and interior. Standard depth cabinet with full-height doors to accept 66" high racks (purchased separately). Microprocessor controls. 1/3 HP. 6- year parts and labor warranty; 7-year compressor warranty. 115v/60/1-phase, 7.6 amps, cord with NEMA 5-15P. Acceptable brand: Traulsen Model Number RRI132LPUT-FHS. OPTIONAL: With corrections features to include locking hasp, mesh screen, and lexan control cover. Acceptable brand: Traulsen Model Number RRI132LP-COR01.			3		
PURCHASE OPTION: Additional units identical to the above description.			3		

PRICING WORKSHEET
LARGE KITCHEN EQUIPMENT

PRICING BY COLLECTIVE GROUP
(Prime vendor/bottom line award.)

Tilting Skillet, 40 Gallon, Natural Gas. Bead blasted cooking surface. 10 degree tilt cooking feature with easy manual hand tilt. Spring-assisted cover with vent. Gallon and liter markings. Stainless steel construction with open leg frame. 200,000 BTU. 1-year parts and labor warranty. Performance start-up and water quality check included after installation. 120 v/60/1-phase, 1.4 amps, NEMA 5-15P. Standard controls with temperature control dial, LED ON indicator light, main power switch with standard and high power setting. Acceptable brand: Cleveland Model Number SGL-40-T1.			3	
PURCHASE OPTION: Additional units identical to the above description.			3	
Total Cost:				

Name of Authorized Agent: _____ Signature: _____ Date: _____

ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT/SUSPENSION

Certification Regarding Debarment/Suspension

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

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

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: _____

PR/Award Number or Project Name: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

ATTACHMENT D: CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

ATTACHMENT E: DISCLOSURE OF LOBBYING ACTIVITIES

Disclosure of Lobbying Activities

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

ATTACHMENT F: NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-collusion Affidavit is material to any contract awarded pursuant to this proposal and must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.

Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the proposal.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents and an affidavit must be submitted separately on behalf of each party to the joint venture.

The term "complementary proposal" as used in the affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to submit an affidavit with the Proposal in compliance with these instructions may result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

I state that I am the _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal. I state that:

The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.

Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.

No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

_____ (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Poteet ISD Independent School District (Poteet ISD) in awarding the contract(s) for which this proposal is submitted. I understand and my firm

understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Poteet ISD of the true facts relating to the submission of this proposal.

Officer Title

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
_____, 20____

_____ My Commission Expires _____

ATTACHMENT G: CONFLICT OF INTEREST QUESTIONNAIRE

Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Poteet ISD must file a Conflict of Interest Questionnaire in accordance with Texas Local Government Code Chapter 176, not later than the 7th business day after the recipient becomes aware of facts that require filing. This requirement applies to a person who is an agent of a vendor in the vendor's business with Poteet ISD.

With respect to Poteet ISD employees, all respondents must disclose the name of any Poteet ISD employee who owns, directly or indirectly, an interest in the vendor's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the response or cancellation of a contract resulting from this request. Purchase of services or equipment from a business owned in whole or in part by a Poteet ISD employee shall be permitted only when approved by the Superintendent and executed through a documented competitive process. Services that might be provided by the employee as an extension of the employee's regular job responsibilities shall not be considered.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

Signature of vendor doing business with the governmental entity

Date

ATTACHMENT H: COMPLIANCE WITH FORM 1295 CERTIFICATION

Texas state law requires that governmental entities and state agencies enter into contracts only with business entities who have disclosed interested parties (conflicts of interest) on Form 1295. Form 1295 is filed online with the Texas Ethics Commission (TEC) using the link below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Complete instructions are located at this link. For purposes of this solicitation, a single Form 1295 is directed to Poteet ISD for acknowledgement and filing.

ATTACHMENT I: FELONY CONVICTION NOTIFICATION

Felony Conviction Notification

The Texas Education Code, Section 44.034(a) states that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony.

Furthermore, Section 44.034(b) states that a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

My firm is a publicly held corporation, therefore this requirement is not applicable.

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

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

1) Name: _____

Description of conduct resulting in a felony: _____

2) Name: _____

Description of conduct resulting in a felony: _____

3) Name: _____

Description of conduct resulting in a felony: _____

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

Vendor's Name: _____

Authorized Company Official's Name: _____

Authorized Company Official's Title: _____

Date

Signature

August 2016

ATTACHMENT J: VENDOR INFORMATION SHEET

The information collected on the Vendor Information Sheet will only be applied to federal Child Nutrition Program agreements where allowed by federal regulations.

Vendor Information Sheet

When responding to this proposal, the manufacturer must complete the

following: Vendor Name: _____

Vendor Address: _____

Contact: _____

Contact Phone: _____

Contact Fax: _____

If your principal place of business is NOT in Texas, in which state is your principal place of business? _____

NOTE: Proposals submitted by out-of-state vendors may be evaluated, in addition to standard criteria outlined in the proposal package, on the basis of the preference laws of the State of Texas as they relate to the state where the principal place of business is claimed.

*Vendor ID# _____

*Social Security Number _____

***Vendor ID # is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter Social Security # only if vendor is a sole owner/proprietor.**

I do hereby declare the above information to be true and correct. As evidenced by my signature on this document, I am also aware that, by providing a Texas address on all proposal documents considered a part of the Cooperative competitive proposal, I am qualifying myself or my company, as appropriate, as a Texas resident manufacturer as defined in Rule 1 TAC 113.6.

Signature of Authorized Representative

**ATTACHMENT K: HISTORICALLY UNDERUTILIZED BUSINESS (HUB) AND
MINORITY/WOMAN- OWNED BUSINESS ENTERPRISE (MWBE) DISCLOSURE**

Companies submitting bids that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this solicitation.

_____ I certify that my company has been certified as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form.
(Required documentation for recognition as a HUB).

- Minority
- Small Business
- Woman Owned

_____ My company has NOT been certified as a Historically Underutilized Business (HUB)

Company Name (Please Print)

Signature of Authorized Representative

ACTION LIST

- **Initial the certification statements on pages 7-14.**
- **Complete and sign the offer statement on page 19.**
- **Complete, sign, and notarize, where applicable, Attachments C – K.**
- **Initial the bottom of each page of the RFP.**
- **Enclose all documents in a SEALED envelope labeled:**
RESPONSE: RFP TX 250417 EQP
OPENING DATE: APRIL 17, 2025
- **Deliver SEALED envelope to:**
Fernando Mendez, Child Nutrition Director
Poteet Independent School District
1100 School Drive
Poteet, TX 78065
- **Submit all documents by the deadline date and time below.**

DEADLINE FOR SUBMISSIONS

April 17, 2025

2:00 p.m. CDT

NO EXCEPTIONS.

Non-Discrimination Statement

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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