



## **MESQUITE INDEPENDENT SCHOOL DISTRICT**

FOOD & NUTRITION SERVICES  
PURCHASING DEPARTMENT  
405 E. Davis  
Mesquite, TX 75149

### **RFP 2022-975-04**

#### **West Mesquite High School Dishwasher Flight 1 Type and Installation**

**Issue Date: 05/02/2022**

**Questions Deadline: 05/09/2022 02:00 PM (CT)**

**Response Deadline: 05/16/2022 02:00 PM (CT)**

#### **Contact Information**

Contact: James Colbath  
Address: Food & Nutrition Services  
405 E Davis, Bldg. A  
Mesquite, TX, 75149  
Email: [jcolbath2@mesquiteisd.org](mailto:jcolbath2@mesquiteisd.org)

## Event Information

**Number:** RFP 2022-975-04  
**Title:** West Mesquite High School Dishwasher Flight 1 Type and Installation  
**Type:** Request for Proposal

**Issue Date:** 05/02/2022

**Question Deadline:** 05/09/2022, 2 P.M. CST

**Response Deadline:** 05/16/2022, 2 P.M. CST

**Notes:** You are invited to submit a Proposal for:

**West Mesquite High School Dishwasher Flight 1 Type and Installation.**

**2500 Memorial Blvd. Mesquite ISD 75149**, for the Food & Nutrition Department at the Mesquite Independent School District\* (MISD). Your proposal MUST be signed by an individual authorized to contractually bind the firm or individual submitting the proposal. A failure to sign the proposal will cause it to be rejected as **NON-RESPONSIVE**. Proposals must contain full first name, last name and address of Proposer. Person signing the Proposal should show title or authority to bind his/her firm in a contract. The awarded company will provide the following services:

- a) Remove, haul away, and disposal of existing dish machine and gas booster heater. Receive, deliver, and install new dish machine and final connections, including utility modifications. Scope of work and specs from Attachment A sections A-1.
- b) Start-up, and operator training on operation, safety, cleaning and light maintenance
- c) Normal business hours for installation. Monday-Friday 8:00 am to 5:00 pm
- d) Other possible requirements: freight costs, bonding requirements, crane rental costs, all permits and city required regulations.

<b>Proposal submitted: (Circle One)    Yes    No Bid</b>	
<b>Company Name:</b> _____	
<b>Address:</b> _____	<b>City:</b> _____
<b>State:</b> _____	<b>Zip code:</b> _____
<b>Signature of Authorized Representative:</b> _____	
<b>Printed Name:</b> _____	<b>Em ail:</b> _____
<b>Phone:</b> _____	<b>Fax:</b> _____

## Bid Activities

**Deadline for Questions:**

**05/09/2022 2:00:00 PM (CST)**

Questions or request for clarification relating to this RFP must be submitted in writing, no later than the date noted.

**Deadline for Response to Questions/Addendum(s):**

**05/12/2022 2:00:00 PM (CST)**

Responses to questions, if required, will be posted by addendum on the RFP and on the district's website by the date noted.

**Proposal Due Date:**

**05/16/2022 2:00:00 PM (CST)**

Proposals are due at the date and time noted.

**Anticipated Award Date:**

**05/23/2022 2:00:00 PM (CST)**

The anticipated award date noted in RFP.

## TABLE OF CONTENTS

### West Mesquite High School Dishwasher Flight 1 Type and Installation

#### RFP # 2022-975-04

Section 1. Instructions to Vendors / General Information	4
Section 2. The Proposal	5
Section 3. Evaluation Criteria, Process, and Contract Award	7
Section 4. Reservations / Stipulations	9
Section 5. Required Form	12
ATTACHMENT A - SCOPE OF SERVICES	13
ATTACHMENT B - COST / PRICING PROPOSAL	16
ATTACHMENT C - FEDERAL AGREEMENT AND AFFIDAVIT	17
ATTACHMENT D - FEDERAL WORK AUTHORIZATION AFFIDAVIT	18
ATTACHMENT E - DEVIATION COMPLIANCE FORM	19
ATTACHMENT F - CONFIDENTIALITY DECLARATION FORM	20
ATTACHMENT G - INSURANCE REQUIREMENTS AFFIDAVIT	21
ATTACHMENT H - CERTIFICATE OF INTERESTED PARTIES FORM 1295	22
ATTACHMENT I - SB252 CERTIFICATION	23
ATTACHMENT J - CHAPTER 2270 (BOYCOTT) VERIFICATION FORM	24-25
ATTACHMENT K - CERTIFICATION FOR CRIMINAL HISTORY CHECK	26
ATTACHMENT L - NON-COLLUSIVE BIDDING CERTIFICATE	27
ATTACHMENT M - LEGAL COMPLIANCE	28
ATTACHMENT N - CONFLICT OF INTEREST DISCLOSURE	29
ATTACHMENT O - CONFLICT OF INTEREST QUESTIONNAIRE-CIQ	30-33
ATTACHMENT P - MINORITY/WOMEN BUSINESS ENTERPRISE ATTESTATION	34-35
ATTACHMENT Q - AFFIDAVIT	36
ATTACHMENT R - EDGAR CERTIFICATIONS	37-40
ATTACHMENT S - NON-SUBMITTAL RESPONSE FORM	41
ATTACHMENT T – SENATE BILL 13 & 19	42-43
ATTACHMENT U – VENDOR CHECKLIST	44

## **Section 1. INSTRUCTIONS TO VENDORS/GENERAL INFORMATION**

### **1.1 Notice to Vendors:**

Copies of this RFP # 2022-975-04, for the Mesquite ISD West Mesquite High School Dishwasher Flight 1 Type and Installation (this "RFP") may be obtained from the Mesquite ISD website at: <https://www.mesquiteisd.org/departments/purchasing>, or

The Mesquite ISD Food and Nutrition Office, 405 E. Davis Bldg. A Mesquite, TX, 75149

The Mesquite ISD reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The Mesquite ISD also reserves the right to negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated in whole or part, at Mesquite ISD sole option, into the contract "West Mesquite High School Dishwasher Flight 1 Type and Installation" to be entered into between Mesquite ISD and the successful Vendor (as hereinafter defined). Any contract awarded from this RFP, will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation, or national origin.

- 1.2 Form of Submissions** - Each person or entity submitting a response to this RFP (each "Vendor") should prepare and submit their proposal in response to this RFP ("Proposal") in a sealed envelope or box. The Proposal shall include (1) original, (1) copy and (1) electronic Proposal on Portable Thumb Drive. The **upper left-hand corner of the package** (envelope or box) shall be plainly marked as **RFP #2022-975-04, West Mesquite High School Dishwasher Flight 1 Type and Installation**, along with the firm name and the package shall be addressed to:

**Mesquite ISD Food and Nutrition Department**  
**405 E Davis Bldg. A**  
**Mesquite, TX 75149**  
**Attn: RFP #2022-975-04**

- 1.3 Manner of Submission** - The sealed Proposal must be received at the address listed in Section 1.2 on or before **May 16, 2022, at 2:00 PM CST**. Each Proposal will be date and time stamped upon receipt at the front desk. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Vendor is a corporate entity, the entity's name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Texas. A person with the authority to act on behalf of the entity (i.e., an authorized agent of the entity) must sign his or her name on the Proposal.
- 1.4 Format of Proposal** - Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
- 1.5 Questions about this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to **James Colbath, [jcolbath2@mesquiteisd.org](mailto:jcolbath2@mesquiteisd.org)**. The subject of the e-mail shall be "QUESTION RFP #\_\_\_\_\_". Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered.

Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted questions will be posted on Mesquite's ISD website at [www.mesquiteisd.org](http://www.mesquiteisd.org) as addenda no later than three (3) business days prior to the Proposal Due Date.

- 1.6 **Addenda** – Mesquite ISD may revise this RFP by issuing written addenda. The Addenda will be posted to Mesquite ISD's website at <https://www.mesquiteisd.org/departments/purchasing>. Interested persons or entities are encouraged to check the Mesquite ISD website frequently for addenda to this RFP. Vendors are responsible for viewing and understanding information in addenda to the same extent as the RFP. Mesquite ISD has no obligation or duty to communicate addenda to Vendors beyond the posting of addenda on its website. Vendors shall promptly notify Mesquite ISD of any ambiguity, inconsistency or errors, which they may discover upon examination of the bid documents.
- 1.7 **Requirements** -The successful company shall comply with all instructions and shall be able to provide quality construction that meets the industry standards for the project. The successful company must obtain any business license(s) and permits required by the City of Mesquite, Dallas County, or The State of Texas Department of Agriculture.
- 1.8 **Payment Bond.** For facilities construction and some services contracts, a payment bond is required for projects/contracts exceeding \$25,000. The payment bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to Mesquite ISD and must identify compliance with the provisions of V.T.C.A., Govt Code, Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable Surety on the current Department of the Treasury listing as found in the Federal Register. The Surety shall be a US company located in the USA. If a contract is awarded for under \$25,000, but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately. If the required payment bond is not submitted with the proposal, a bid bond must be submitted and the required payment bond submitted within ten (10) calendar days from the date the offer is accepted by Mesquite ISD.
- 1.9 **Performance Bond.** For facilities construction and some service contracts, a performance bond is required for projects/contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to Mesquite ISD and must identify compliance with the provisions of V.T.C.A., Govt Code, and Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable Surety on the current Department of the Treasury listing as found in the Federal Register. The Surety shall be a US company located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders cause the price to exceed \$100,000, a payment bond will be required immediately. If the required performance bond is not submitted with the offer, a bid bond must be submitted and the required performance bond submitted within ten (10) calendar days from the date the offer is accepted by Mesquite ISD.

## **Section 2. THE PROPOSAL**

- 2.1 The Scope of Services for this RFP is set forth in Attachment A.
- 2.2 Part I — Qualifications/Certifications/Resume and Operations Plan

The following information must be provided in Part I of the Proposal. The documents should be clearly marked: "Part I — Qualifications"

- 2.2.-a. Vendors should provide detailed information addressing each of the following areas:
- 2.2.-b. Licensing and certification in the field of the requested services.
- 2.2.-c. Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months.
- 2.2.-d. Information regarding lawsuits relevant to the requested services that are pending or have been resolved within the past 12 months.
- 2.2.-e. Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

2.3 Please respond briefly, but completely, to the following:

- 2.3.-a. Person/Entity Name:
- 2.3.-b. Address:
- 2.3.-c. Name and Title of Authorized Representative
- 2.3.-d. Telephone Number
- 2.3.-e. Fax Number
- 2.3.-f. Email Address
- 2.3.-g. Include the above information for each person/entity that is part of the project team for this Proposal

2.4 Part-I - Bid Response Elements

- 2.4.-a. Entity Qualifications
- 2.4.-b. References (other school districts where possible)
- 2.4.-c. Description of entity's experience with providing the requested services
- 2.4.-d. Copies of Licenses and Certifications (including, but not limited to, license to conduct business in Dallas, TX)
- 2.4.-e. Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

2.5 Part II - Cost/Pricing Proposal

The following information must be provided in Part II of the Proposal and should be clearly marked: "Part II — Cost/Pricing Proposal".

- 2.5.-a. Attachment B — Cost/Pricing Proposal must be used as the first page for this Part II.
- 2.5.-b. Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.
- 2.5.-c. The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

2.6 Part III - Required Documents

The following information must be provided in Part III of the Proposal and should be clearly marked: "Part III — Required Documents". **(Please see Section 5)**

- 2.7 **Attachment I — Contract** - Each Vendor is required to include, as part of the documents submitted with its Proposal, the actual contract the Vendor is proposing with Mesquite ISD, that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Vendor's Proposal. Each Vendor must submit to Mesquite ISD, a contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Vendor must submit in Microsoft Word documents, a clean copy of its proposed Mesquite ISD contract form. All information included in a Proposal, may be incorporated, at Mesquite ISD's sole option, into the contract to be entered into between Mesquite ISD and the successful Vendor.

### **Section 3. Evaluation Criteria, Process, and Contract Award**

- 3.1 **Evaluation Criteria** - The following criteria will be used with the weighted values below to evaluate each Proposal received. Mesquite ISD reserves the right to request clarification to all Proposals, to better evaluate all proposals.

<b>Evaluation Criteria</b>	<b>Points</b>
The proposal clearly articulates the vendor's ability to perform the tasks related to this project in terms of providing materials and service with high quality.	30
Total Price and Cost Effectiveness of Proposal.	30
The Vendor demonstrates understanding of the contract requirements and has the ability to deliver the scope in a timely manner.	15
The proposal is detailed and specific in how the vendor will perform the tasks and does not merely repeat or paraphrase the RFP.	15
The vendor has prior experience working with a large district and its staff and provides references.	10
<b>Total Possible Points</b>	<b>100</b>

- 3.2 **Bid Opening** - All Proposals received on or before the Proposal Due Date and Time, May 16, 2022, at 2:00 pm CST, shall be assembled and opened publicly promptly at that time in the Mesquite ISD Food and Nutrition Office located at 405 E Davis Bldg. A, Mesquite, TX 75149, in a conference room to be designated. All interested parties are welcome to attend, however Mesquite ISD reserves the right to make this a virtual visit.
- 3.3 **Awards** - Mesquite ISD reserves the right to reject any or all proposals, to waive any informality in any proposal, to sit in and act as sole judge of the merit of each response submitted, to select a firm based on the criteria stated. All Proposal selections must be approved by the Mesquite ISD evaluation committee, if applicable, prior to an award being final. Awards will be made to the responsible Vendor complying with the terms of these specifications, except that the right is reserved by the Mesquite ISD to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the Mesquite ISD and the selected Vendor until: A) such agreement has been duly authorized and approved by the Mesquite ISD FNS evaluation committee; and B) the agreement has been documented in accordance with Mesquite ISD Policy. After approval by the Mesquite ISD Evaluation committee, all awarded vendor(s) will be notified by email. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the Mesquite ISD.

3.4 **Guidelines for RFP Evaluation** - There will be three general principles that will govern the RFP, Review Process, Evaluation Process and Selection Process:

- Clear, complete, and accurate responses to RFP requirements
- Satisfactory responses to issues and requirements as determined by the Mesquite ISD
- Competitive cost solution

Mesquite ISD will be the **final arbiter** for determining compliance with these three general principles.

3.5 **Deadline Enforced** - PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE COMPANY. IT IS THE POTENTIAL COMPANIES RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE, EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO FIRMS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. TELEPHONE, EMAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

3.6 **General Procurement** - Companies are cautioned that any statements made by Mesquite ISD staff or advisors that materially change any portion of this document are NOT binding on Mesquite ISD and shall not be relied upon unless subsequently ratified by written amendment. All changes shall be in the form of a written amendment. Oral information obtained otherwise will NOT be considered in awarding a contract. Your proposal or bid is a public document under the Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your proposal or bid.

Mesquite ISD accepts no responsibility for any expenses incurred by the Companies in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the company.

Mesquite ISD reserves the right to reject any or all offers; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the offers submitted; and

to award the contract according to the offer which best serves the interest of Mesquite ISD, or to not award the contract if Mesquite ISD determines that it is not in its best interest to do so. All submittals shall become the property of the Mesquite ISD, and shall not be returned to the vendor, provided that

all proprietary information and/or processes of the vendor contained therein, if any, shall remain the property of the vendor. All information qualifying as proprietary under the Freedom of Information Act, and designated as such, shall be considered confidential and such information shall not be subject

to review by outside individuals or organizations, except as may be compelled by judicial process and in accordance with applicable laws, regulations, and Mesquite ISD policies. All proprietary information must be clearly marked as "Proprietary".

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror/Proposer shall immediately notify Mesquite ISD of such error in writing and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The words "Bidder", "Firm", "Company", "Supplier", "Offeror", "Contractor", "Proposer", "Respondent" and "Firm" are used interchangeably throughout this proposal, and are used in place of the person, firm, or corporation submitting a proposal on the scope of services or any part thereof.



3.7 **Selection Process** - All submittals will be reviewed by Mesquite ISD. Mesquite ISD will base its selection on the following criteria:

- Experience and capability to provide scope of work of the proposal.
- Quality and comprehensiveness of the proposal.
- Cost.
- Timeline

Mesquite ISD reserves the right to interview firms as a part of the selection process. Mesquite ISD reserves the right to award this proposal on an item-by-item basis or a group of items. Mesquite ISD reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Should Mesquite ISD determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

Mesquite ISD reserves the right to reject any and all qualification statements and to evaluate, in its absolute discretion, the statements submitted and to award the contract based on the established criteria listed above and according to the qualification statements that best serve the interests of Mesquite ISD.

**The awarded firm must have proof of workers compensation and liability insurance. The awarded firm must obtain all business licenses required. A business license is not required to submit an RFP.**

#### **Section 4. Reservations / Stipulations**

- 4.1 Mesquite ISD reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 4.2 This RFP does not obligate Mesquite ISD to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Texas law. Such exemption from liability applies whether such costs are incurred directly by the Vendor or indirectly through the Vendor's agent, employees, assigns or others, whether related or not to the Vendor.
- 4.3 Mesquite ISD will give preference to firms based in the county of Dallas area, when other considerations are equal.
- 4.4 Careful consideration should be given before confidential information is submitted to Mesquite ISD as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Texas Public Information Act. The Texas Public Information Act provides for public access to information Mesquite ISD possesses. Information submitted to Mesquite ISD that Vendors wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.
- 4.5 Vendors acknowledge and agree, by submitting a Proposal, that:

- 4.5.1 Once a Vendor is selected for the engagement, all electronic, written and printed materials developed by such Vendor as a result of this engagement shall become the property of Mesquite ISD, and Mesquite ISD shall be entitled to use any and all such materials in any way desired by Mesquite ISD, in its sole and unfettered discretion.
- 4.5.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Vendor will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by Mesquite ISD. Mesquite ISD, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.
- 4.5.3 Adherence to the schedule for the work is of critical importance to Mesquite ISD as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Vendors further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 4.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Vendors also accept the responsibility to review and understand all applicable policies of Mesquite ISD, which may be found on Mesquite ISD's website [www.lapeerschools.org](http://www.lapeerschools.org) under "Board of Education", "Board Policies Online".
- 4.5.5 Mesquite ISD, and any consultants retained by Mesquite ISD, has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorize the release to Mesquite ISD and/or Mesquite ISD consultants of any and all information sought in such inquiry or investigation.
- 4.5.6 Under penalty of perjury, that to the best of his/her belief:
- A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Vendor, or any other competitor.
  - B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Vendor, and will not be knowingly disclosed by the Vendor, prior to opening, directly or indirectly, to any other Vendor or competitor.
  - C) no attempt has been made or will be made by the Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
- 4.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to Mesquite, Texas or Dallas County.
- 4.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- 4.5.9 It does not do business as or operate under any fictitious name.

- 4.5.10 It has only presented one Proposal in response to this RFP.
- 4.5.11 The Proposal is made in good faith.
- 4.5.12 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- 4.5.13 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 4.5.14 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 4.6 Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for Mesquite ISD to remove respondents from competition 'for selection at any time.
- 4.7 Vendors shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Vendor, any employee, officer, director, or principal of the Vendor or District and any other party. Mesquite ISD reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. Mesquite ISD also reserves the right to decide in its sole and absolute discretion whether disqualification of the Vendor and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to Mesquite ISD. In the event that Mesquite ISD disqualifies a Vendor based on such an improper communication or relationship, and that Vendor's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, Mesquite ISD reserves the right to select as the winning Proposal the next most qualified responsible Vendor complying with the terms of these specifications.
- 4.8 Vendors agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Vendors further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Texas.

## **5.0 REQUIRED FORMS**

- a) **Cover Page of RFP**
- b) **Cost and Pricing Proposal Pages**
- c) **Vendor Questionnaire Sections 2.1-2.7 & Federal Agreement / Affidavit**
- d) **Vender Affirmation Form**
- e) **Deviation/Compliance Signature Form**
- f) **Confidentiality Declaration Form**
- g) **Insurance Requirements**
- h) **Form 1295**
- i) **SB252 Certification**
- j) **Chapter 2270 Boycott Verification**
- k) **Certification for Criminal History Check**
- l) **Non-Collusive Bidding Certificate**
- m) **Legal Compliance**
- n) **Conflict of Interest Disclosure Forms**
- o) **Conflict of Interest Questionnaire pp36-33**
- p) **Minority/Women Business Enterprise Attestation**
- q) **Affidavit**
- r) **Edgar Certifications pp37-40**
- s) **NON-SUBMITTAL RESPONSE FORM (IF APPLICABLE)**
- t) **Senate Bill 13 & 19**
- u) **Vendor Checklist**

**ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONSE, OR THE RESPONSE WILL BE DEEMED NON-RESPONSIVE.**

## Attachment A. Scope of Services and Products

- a) Assembly and Installation of Dishwasher Flight 1 Type and Installation based on site/location measurements and equipment detailed in **section A-1** at the property location:

**West Mesquite High School**

**2500 Memorial Blvd. Mesquite ISD 75149**

- b) The vendor will remove old existing dishwasher and gas booster heater. Materials must be removed in a proper and legal manner, provide container for trash disposal to remain on-site until all waste is removed, deliver, uncrate, and fully installed per approved drawings and manufacture's specifications.
- c) Receive, deliver, and install new dish machine and final connections, including utility modifications.
- d) Start-up, and operator training on operation, safety, cleaning and light maintenance.
- e) Minimum specifications are listed below:

### Section Attachment A-1 Specifications 04/25/2022

Project: West Mesquite High School, Mesquite ISD Flight machine, United States  
Provide quote for Preferred Specification or District Approved equal. USA Made Preferred.

Required: **Co-Op contract number placed on the quote request.**

Please submit quote to: Contact: James Colbath  
Address: Food & Nutrition Services  
405 E Davis, Bldg. A Mesquite, TX, 75149  
Email: jcolbath2@mesquiteisd.org

Quote Deadline: 05/16/2022

Scope of Work: 100% Turnkey installation by authorized service agent to include removal and disposal of old equipment, set in place, installation and final hookups per the specifications below.

Shipping Address: **8120 Jetstar Dr Ste. 100, Irving TX 75063**

Install Deadline: 08/01/2022 or TBD

Site Visit: Required between 7:00 am to 1:00 pm

### ITEM 1 - DISHWASHER, FLIGHT TYPE (1 REQ'D)

#### **Hobart Model FT1000SE+BASE**

Low energy series base model without power rinse flight type dish machine, 58 gallons of final rinse consumption per hour, with dual rinse, hinged & insulated doors, sliding wash arms without caps, 16" round flange & microprocessor controls with delime notification, Free factory startup for installations within a 100 mile radius of a Hobart service office; installation beyond 100 miles will be charged at the quoted rate by the local Hobart service office ENERGY STAR®

- 1 ea. Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.
- 1 ea. All FT1000 models are to be quoted by Hobart's internal quotation group
- 1 ea. Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA
- 32 ea. Service Labor Hours for Base: Required machine assembly by Hobart Service - for assembly within 100 miles of a Hobart Service Office during normal business hours, with appropriate notice; beyond 100 miles to be quoted by Hobart Service. Includes assembly of this item only, final electrical or plumbing connections by others. For prevailing wage, or projects in correctional /other secure areas, please contact the local service office in advance or project may be subject to additional fees billed at time of assembly.

- 1 ea. Model FT1000SE-ASR0NO Without Automatic Soil Removal (ASR)
- 1 ea. Model FT1000SE-LPF025 Load Platform 2.5' (Total LOAD length is 2.5' load platform +3' prewash = 5'7")
- 1 ea. Model FT1000SE-DRSYES With Dual Rinse
- 1 ea. Model FT1000SE-CTRSTD Standard Non-Split 5' Center Joined (Wash/Dual Rinse)
- 1 ea. Model FT1000SE-UNL056 5' 6" Unload Section Non Split
- 1 ea. Model FT1000SETLG17.228 TLG - Total Length of load, center & unload section is: 17.228 feet (overall length)
- 1 ea. Model FT1000SE-DRY0NO Without Blower Dryer
- 1 ea. Model FT1000SE-HGT6HI 6" Higher than standard height
- 1 ea. Model FT1000SE-EGR0NO Without Energy Recovery System
- 1 ea. Model FT1000SE-AER0NO Without Advansys Energy Recovery (Ventless Technology)
- 1 ea. Model FT1000SE-HTEELE Electric Heat
- 1 ea. Model FT1000SE-ELE0CD 480v/60/3-ph (HV)
- 1 ea. Model FT1000SE-CBRYES With Circuit Breaker
- 1 ea. Model FT1000SE-CON002 (2) Service Connections (refer to specifications sheet for rated amps )
- 1 ea. Model FT1000SE-CBREHN EHN - With Circuit Breaker, Electric, High Voltage, for machines Without Blower Dryer
- 1 ea. Model FT1000SE-BST015 15 kW Electric Booster
- 1 ea. Model FT1000SE-PIPSTD Standard Piping
- 1 ea. Model FT1000SE-DIR0RL Right to left operation
- 1 ea. Model FT1000SE-ACL0NO Without Auto Clean
- 1 ea. Model FT1000SE-ADL0NO Without Auto Delime
- 1 ea. Model WS80-NOINSTALL Water softening system 4,818 grains/lb capacity, 14 gallons regeneration volume, salt alarm, holds 2 bags of salt, pricing DOES NOT include installation. INSTALLATION BY AUTHORIZED HOBART SERVICE OFFICE IS RECOMMENDED (NET)
- 1 ea. Model FT1000E-DRNLOD Drain in Load
- 1 ea. Model FT1000SE-DORHNG Hinge doors, all sections
- 1 ea. Model FT1000E-SEC0NO Without added security
- 1 ea. Model FT1000SE-CNVSTD Standard Conveyor
- 1 ea. Model FT1000SEROD4TH With Cross Rods every 4th row, Conv Type A & STD only (for 17.228' machine)
- 1 ea. Model FT1000SE-SEF0NO Without SEF Options
- 1 ea. Model DWTFT-1000 Drain water tempering kit - NGFT
- 1 ea. Installation of DWT kit only (NET)  
Replacing SN 271181374

Contact Hobart Service for turnkey installation as well as electrical and plumbing upgrades.

## **ITEM 2 - DISHWASHER INSTALLATION (1 REQ'D)**

### **Statement of Work:**

Normal business hours for installation. Removal and disposal of old machine. Deliver, uncrate in install with final connections.

Electrical Modifications:

1. Furnish all labor and materials for the following:
2. Will disconnect all electrical and make safe from the old dish machine.
3. Disconnects are not needed.
4. Make final connections to all devices.
5. Worked to be performed during normal working hours.

**Exclusions:**

1. Electrical inspections and permits are not included.
2. After hours rates are excluded.
3. One year warranty on workmanship and materials on electrical modifications.

**Fabrication Modifications:**

- 1-Seal off opening to main vent system from current booster.
- 2-Create a SST transition from the new machine into current vent system
- 3-Make final connections to vent system and polish.

**Installation Notes:**

- Receipt of equipment at local installer's office or delivery to customer's facility at a pre-scheduled time
- Uncrating and set-in place in existing location on the ground level
- Final hook-ups to existing utilities
- Start-up and operator training to be completed on day of installation to include training on operation, safety, cleaning and light maintenance
- Removal of packaging materials and rubbish
- **Installations completed during normal business hours. Monday – Friday; 8:00am – 5:00pm**
- New equipment must match the location's current specifications: electrical, gas lines, plumbing/drains, and venting
- Disposal of existing equipment.
- Any utility or mechanical upgrades, stainless steel modifications or upgrades, or floor, wall, or ceiling/roof modifications
- New shut off valves, pressure regulators, gas hoses, other misc. parts
- Permits or tax, if applicable
- Refrigerant recovery fees, if applicable
- More than one trip to the location
- Union or prevailing wage labor
- No venting, stainless steel fabrication / modification, or utility upgrades are included, unless noted in quote.
- No Hallway or doorway modifications are included, unless noted in quote.
- Other existing kitchen equipment that must be moved (and re-installed) in order to set new unit in place

Remove, haul away, and disposal of existing dish machine and gas booster heater. Receive, deliver, and install new dish machine and final connections, including utility modifications. Start-up, and operator training on operation, safety, cleaning and light maintenance.

Normal business hours for installation. Monday-Friday 8:00 am to 5:00 pm

Attachment B. Cost and Price Proposal

1. The following describes our cost/pricing proposal to provide services specified in Attachment A — Scope of Services of the RFP #02022-975-04, Terry Middle School Walk-In Cooler & Walk-In Freezer, dated May 16, 2022.

a. Elements of Cost / Pricing

b. DISHWASHER, FLIGHT TYPE
2. Brief Explanation of the Services to be provided under the above cost/pricing proposal.
3. Optional Proposal

Elements of Cost / Pricing	Cost
	\$
	\$
	\$
Total	\$

a) Describe any other associated costs, if applicable.

b) Describe any other pricing model you have if different from above.

c) Are discounts to cost considered? If yes, define.
4. Please attach the detail addressing Sections B-2 and B-3 as attachment B, Exhibit 1 & 2.

Signature of Authorized Official

Date

Company Name



## Attachment C. Federal Agreement and Affidavit

\_\_\_\_\_  
Name of Vendor

- a) Agrees to have an authorized person execute the "Federal Work Authorization Program Affidavit" attached hereto and deliver the same to Mesquite ISD prior to or contemporaneously with the execution of a contract with Mesquite ISD.
- b) Affirms it is not listed on the excluded parties list.
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to Mesquite ISD.
- d) Affirms you will comply with Uniform Guidance 200.320 Davis Beacon Act; with state or federal regulations or rules that may be issued subsequent to this addendum that relate to Texas Statutes; and
- f) Agrees that any failure by your company to abide by the requirements a) through e) above will be considered a material breach of your contract with the Mesquite ISD.

By: \_\_\_\_\_  
Signature

Printed Name and Title: \_\_\_\_\_  
\_\_\_\_\_

For and on behalf of: \_\_\_\_\_  
Company Name

# FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath,  
state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is not listed on the excluded parties list
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, Mesquite ISD.

## **FURTHER AFFIANT SAVETH NOT.**

By: \_\_\_\_\_  
Individual Signature Date

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

Title: \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (Name)  
\_\_\_\_\_ with proper identification, who being duly sworn, did  
execute the forgoing affidavit and did aver that he or she was properly authorized by (Name of  
Firm) \_\_\_\_\_ to execute this affidavit and did so as his or her free will.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires:

\_\_\_\_\_

## DEVIATION/COMPLIANCE SIGNATURE FORM

**RFP # 2022-975-04**

Company Name

Address

Phone Number

Fax Number

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Mesquite ISD will consider any deviations in its bid award decisions, and Mesquite ISD reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures Mesquite ISD of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

- ☐ No Deviation  
☐ Yes, Deviation If yes is checked, please list below:

[illegible]

## **CONFIDENTIALITY DECLARATION FORM**

---

### **CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUEST FOR MESQUITE 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 Mesquite ISD 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. Mesquite ISD 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 # 2022-975-04

---

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 Mesquite ISD procurement process (e.g., RFP, CSP, Bid, etc.).

---

Name of Company expressly waiving confidential status of material

---

Printed Name and Signature of authorized company officer expressly waiving confidential status of material

---

Address	City	State	Zip	Phone
---------	------	-------	-----	-------

## Insurance Requirements

All vendors who perform contracted services for Mesquite ISD are required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Mesquite ISD requires that Contractor's Insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. Mesquite ISD reserves the right to require higher limits of coverage depending on the size, scope and nature of a contract. Mesquite ISD must be named as an additional insured.

Types of Coverage	Limits of Liability
1. Worker's Compensation	Statutory
2. Employer's Liability	\$500,000 Each Accident \$500,000 Disease Policy Limit \$500,000 Disease each Employee
3. Commercial General Liability	\$1,000,000 Combined Single Limit Policy Aggregate \$500,000 Combined Single Limit Each Occurrence (Property damage deductible not to exceed \$500 per occurrence)
4. Business Auto Liability	\$1,000,000 Combined Single Limit Each Occurrence (Hired/Non-Owned coverage must also be provided)

The immunity of the owner shall not be a defense from the insurance carrier. The selected vendor will be required to supply an insurance certificate naming Mesquite ISD as an additional insured prior to the start of the project. All successful bidders will be required to submit a Certificate of Insurance after award.

### COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT RFP # 2022-975-04

By submitting a proposal response and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten-day requirement is not met, the Mesquite ISD FNS Purchasing Department has the right to reject this proposal and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, FNS Purchasing Department at (972) 882-5513.

**Proposers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

Certificate Number:

Date Filed:

Date Acknowledged:

1 Name of business entity filing form, and the city, state, and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

**6 Unsworn Declaration**

My Name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_

My Address is \_\_\_\_\_,  
(Street) (City) (State) (Zip Code) (Country)

I declare under penalty of perjury, that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Month) (Year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)

SB 252

## CHAPTER 2252 CERTIFICATION

As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must complete the following:

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named below 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. I further certify 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, I will immediately notify the Mesquite ISD Purchasing Department.

I, \_\_\_\_\_, the undersigned and representative

of \_\_\_\_\_  
(Company or Business Name)

\_\_\_\_\_  
Name of Company Representative (Print)

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

\_\_\_\_\_  
Date

## **CHAPTER 2270 (BOYCOTT) VERIFICATION FORM:**

This form contains a requirement for vendors competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. "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; and

"Company" means a for-profit sole proprietorship, 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 that exist to make a profit. This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89. (Pursuant to Texas Government Code §2270 and §808.001).



# MESQUITE

Independent School District

## REQUEST FOR PROPOSALS Chapter 2270 (BOYCOTT) VERIFICATION

The undersigned authorized representative of the company named below (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents, and warrants to the Mesquite I.S.D. that the Company:

1. **Does not boycott Israel, and;**
2. **Will not boycott Israel during the term of the contract (if any) between the above-named Company, business, or individual with the Mesquite Independent School District**

This statement will also be included in any contract that may result from this procurement.

*Pursuant to Texas Government Code Sections 2270.001 and 808.001:*

1. *"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; and*
2. *"Company means a for-profit sole proprietorship, 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 that exist to make a profit.*

**THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE MESQUITE I.S.D. ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS. DAMAGES. EXPENSES. AND COSTS OF ANY NATURE UPON MESQUITE I.S.D.'s RELIANCE ON THIS VERIFICATION.**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Note: I understand that providing false information on this form maybe grounds for debarment and discontinuation of all business with MESQUITE ISD.

## Texas Education Code Chapter 22 Certification for Criminal History Check

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to Mesquite ISD that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at Mesquite ISD or any school district.

**Definitions: Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at Mesquite ISD and have or will have direct contact with students. Mesquite ISD will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by Mesquite ISD, 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 \_\_\_\_\_ ("Contractor"), I certify that

[check one]: ☐ None of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**Or**

☐ Some or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify Mesquite ISD in writing within 3 business days.
- (3) Upon request, Contractor will provide Mesquite ISD with the name and any other requested information of covered employees so that Mesquite ISD may obtain criminal history record information on the covered employees.
- (4) If Mesquite ISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at Mesquite ISD.

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

---

Company Name

Printed Name of Company Representative

---

Signature

Date

For additional information on how to comply with this statute, please contact:

**The Mesquite ISD, FNS Purchasing Department, 972-882-5513, 405 E. Davis, Mesquite, TX 75149**

## NON-COLLUSIVE BIDDING CERTIFICATE

---

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor, or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal.
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

---

Authorized Signature

---

Printed Name

---

Company Name and Address

---

Telephone Number

---

Date

## 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 Mesquite ISD?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Company Name and Address

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

\_\_\_\_\_  
Date

**Notice to Vendors**  
**Conflict of Interest Disclosure Statements**  
**Texas Local Government Code, Chapter 176**

Vendors are required to file a Conflict-of-Interest Questionnaire with Mesquite ISD if a relationship exists between the vendor's company and an officer of Mesquite ISD. Vendors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with Mesquite ISD.

Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

1. an officer of Mesquite ISD.
2. an officer of Mesquite ISD that results in the officer or family member receiving taxable income.
3. an officer of Mesquite ISD that results in the vendor receiving taxable income that does not come from Mesquite ISD.
4. a corporation or other business entity in which an officer of Mesquite ISD serves as an officer or director or holds an ownership interest of or more.
5. an employee or contractor of Mesquite ISD who makes recommendations to an officer of Mesquite ISD regarding the expenditure of money.
6. an officer of Mesquite ISD who appoints or employs an officer of Mesquite ISD that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with Mesquite ISD.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Vendor also shall file an updated questionnaire:
  - a. not later than September 1 of each year in which a covered transaction is pending, and
  - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Mesquite Independent School District are:

Teia Collier, (Place 1)  
Gary Bingham, (Place 3)  
Eddie Rose, President (Place 2)  
Greg Everett, Vice President (Place 4)  
Robert Seward, (Place 5)  
Elaine Whitlock, (Place 6)  
Kevin Carbó, (District 7)  
Dr. Angel Rivera, Superintendent of Schools

**If you are required to file, send the completed form to Mesquite Independent School District**  
**FNS Purchasing Department, 405 E. Davis, Mesquite, TX 75149**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

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

Date \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; or
- (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

**NOTIFICATION OF NO CONFLICT OF INTEREST**  
**RFP # 2022-975-04**

Mesquite ISD  
405 E. Davis  
Mesquite, TX 75149

**Only If applicable**, please sign and return this form to the attention of:

James Colbath, Coordinator of Purchasing / Finance  
(At the above address)

Mesquite ISD requires this notification to document the Proposer's acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the Proposer 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.***

\_\_\_\_\_  
Company (Print or Type)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title of Signature

THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)



# MESQUITE

*Independent School District*

## FAMILY CONFLICT OF INTEREST QUESTIONNAIRE RFP # 2022-975-04

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with Mesquite ISD for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Senior Buyer not later than the seventh (7<sup>TH</sup>) business day after the date that the individual or entity begins contracts discussions or negotiations with Mesquite ISD or submits to Mesquite ISD an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with Mesquite ISD. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with Mesquite ISD for the sale or purchase of any property, goods, or services: Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with Mesquite ISD for the sale or purchase of property, goods, or services: Identify each and every full-time District employee (and any member of the employee's family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):

If more space is required, please attach a second page. If the answer to any question is none, or not applicable, please write "None" or "Not Applicable" in the space reserved for that answer.

"I certify that the answers contained in this questionnaire are true and correct. "

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

Entity: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

MESQUITE INDEPENDENT SCHOOL DISTRICT

**NON-CERTIFIED MINORITY/WOMEN BUSINESS ENTERPRISE ATTESTATION**

**ALL CERTIFIED ENTERPRISES NEED ONLY SUBMIT CERTIFICATION DOCUMENTATION – DO NOT USE THIS FORM**

PLEASE CHECK THE CORRESPONDING BOX FOR YOUR FIRM

<p style="text-align: center;"><b>NON-CERTIFIED</b></p> <p style="text-align: center;"><b>MINORITY BUSINESS ENTERPRISE (MBE)</b></p> <p><input type="checkbox"/></p>	<p>A business which is at least 51% owned, managed and the daily business operations controlled by one or more minority individuals. Minority generally includes the following groups: American Indians, Aleuts, Asian-Pacific Americans, Black Americans, Eskimos, Hispanic Americans, Native Hawaiians and Subcontinent Asian Americans.</p> <p style="text-align: center;"><b><u>All ethnic female owned firms will be classified as an MBE.</u></b></p>
<p style="text-align: center;"><b>NON-CERTIFIED</b></p> <p style="text-align: center;"><b>WOMAN BUSINESS ENTERPRISE (WBE)</b></p> <p><input type="checkbox"/></p>	<p>A business which is at least 51% owned, managed and the daily business operations controlled by one or more women owners.</p>

**GENERAL BUSINESS INFORMATION**

<p>1. Business Name</p> <p>Owner's Name</p>		
Telephone Number	Fax Number	Mobile/Cell Number
E-mail address		Internet Website / URL Address
Alternate E-mail address		Alternate Contact Person
<p>2. Does this business use any other name(s)?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>		If yes, indicate name(s)
3. Business Mailing Address		
City	State	County Zip
4. Physical Address of Business		
City	State	County Zip
5. Tax Identification Number	6. Date business was established under present name and ownership:	
7. Is this business a continuation of a pre-existing business? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes indicate name(s)		
8. Indicate if this firm has previously been certified or participated as a DBE / MBE / WBE. Indicate the name of the certifying authority and provide a copy of the certification letter/certificate.	Certifying Authority	Address
		Date

<b>9.</b> Is the business affiliated with another business? <span style="margin-left: 20px;">Yes <input type="checkbox"/></span> <span style="margin-left: 20px;">No <input type="checkbox"/></span>		If yes, list Name and Address of the affiliate firm.			
<b>10.</b> Business Structure ( <i>CHECK ONE</i> ):	<b>PROPRIETORSHIP</b>	<b>PARTNERSHIP</b>			
	<b>LIMITED LIABILITY (LLC)</b>	<b>GENERAL CORP. (INC.)</b>			
	<b>CONCESSIONAIRE</b> (To be considered an ACDBE you must complete the DBE application.)				
<b>11.</b> Please list three company and/or client references:					
<b>COMPANY</b>	<b>CONTACT PERSON</b>	<b>TITLE</b>	<b>TELEPHONE</b>		
<b>12.</b> Identify <b>five or less</b> of your major products/services					
<b>PRODUCT OR SERVICE</b>		<b>PROVIDE A BRIEF DESCRIPTION:</b>			
1.					
2.					
3.					
4.					
5.					
<b>13.</b> Does your firm share any resource(s) (office facilities, storage space, equipment, and personnel) with any other firms or individuals? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes explain:					
<b>14.</b> Please identify the firms' ownership: ( <b>use additional sheet if more than three owners</b> )					
<b>NAME</b>	<b>Ethnicity</b>	<b>Sex</b>	<b>Years of ownership</b>	<b>Ownership percentage</b>	<b>Voting percentage</b>
<b>15.</b> Identify any owner or management official of the firm who is or has been an employee of another firm that has ownership interest or a present business relationship with your firm:					

# AFFIDAVIT

The undersigned swears/affirms that the foregoing information and statements are true and correct and include all material and information necessary to identify and explain the operations of (name of firm) as well as the ownership thereof.

Further, the undersigned agrees to permit the Mesquite Independent School District (MISD) to interview owners, principals, officers and employees; and to audit or examine books, records and files of the above firm.

If at any time the MISD has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statement, the IISD may refer the matter to its General Counsel or take other action.

*NOTE: Under Title 18 U.S.C. Section 1001 and Title 15 U.S.C. Section 645, any person who misrepresents a firm's status as a small, disadvantaged business concern or makes false statements in order to influence the certification process in any way to obtain a government contract, shall be subject to fines of up to \$500, 000 and imprisonment of up to 10 years, or both.*

The burden of proof of control and management of the business is on the applicant. The MISD reserves the right to request any additional information it deemed necessary to determine if a firm is certifiable. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the processing of your application for certification.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

On this day before me appeared (name) \_\_\_\_\_ with proper identification, who being duly sworn, did execute the foregoing affidavit and did aver that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute this affidavit and did so as his or her free will.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires:

\_\_\_\_\_

# EDGAR CERTIFICATIONS

Mesquite Independent School District

TO WHOM IT MAY CONCERN:

Mesquite ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Mesquite ISD along with your proposal.

The following certifications and provisions are required and apply when Mesquite ISD expends federal funds for any contract resulting from this procurement process, Pursuant to 2 C.F.R. S 200.326, all contracts, including small purchases, awarded by Mesquite ISD and Mesquite ISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

---

## 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 Mesquite ISD expends federal funds, Mesquite ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (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 Pad, 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, when MESQUITE ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (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, when MESQUITE ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (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, when MESQUITE ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by MESQUITE ISD resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR 5401.2 (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 (F) above, when federal funds are expended by MESQUITE ISD, the vendor certifies that during the term of an award for all contracts by MESQUITE ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (G) Clean Air Act (42 USC. 7401-7671%) 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, when federal funds are expended by MESQUITE ISD, the vendor certifies that during the term of an award for all contracts by MESQUITE ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (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 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., 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, when federal funds are expended by MESQUITE ISD, the vendor certifies that during the term of an award for all contracts by MESQUITE ISD resulting from this procurement process, 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (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.**

1. Pursuant to Federal Rule (I) above, when federal funds are expended by MESQUITE ISD, the vendor certifies that during the term and after the awarded term of an award for contracts by MESQUITE ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti- Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
2. No Federal appropriated funds have been paid or will be paid for 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.
3. 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.
4. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

- (J) Record Retention requirements for the contracts involving Federal Funds.**

When federal funds are expended by Mesquite ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR S 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR S 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are dosed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(K) Certification of compliance with the Energy policy and Conservation Act**

When federal funds are expended by Mesquite ISD for any contract resulting from this procurement process, 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 the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(L) Certification of compliance with Buy America Provisions.**

Vendor certifies that vendor is in compliance with all applicable provisions 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(M) Certification of access to records - 2 C.F.R. S 200.336**

Vendor agrees that the Inspector General of Mesquite ISD or any of their duly authorized representatives shall have right of access to any books, documents, papers, and records of Vendor, that are directly pertinent to Vendors discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(N) Certification of Applicability to Sub-Contractors**

Vendor agrees that alt contracts it awards pursuant to the Contract shall be bound by the foregoing tens and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of 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, regulations, etc. as specifically noted above.**

Vendor's Name:

\_\_\_\_\_

Address, City, State, and Zip Code:

\_\_\_\_\_

\_\_\_\_\_

Printed Name and Title of Authorized Representative:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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



## ATTACHMENT S NON-SUBMITTAL RESPONSE FORM

**RFP TITLE: West Mesquite High School Dishwasher Flight 1 Type and Installation**

**RFP 2022-975-04**

**NOTE TO VENDOR:**

If your company's response is a "non-submittal", Mesquite ISD is very interested in the reason for such a response, since Mesquite ISD desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a "non-submittal".

- ☐ Unable to meet the requirements for this project.
- ☐ Unable to meet the time frame established for start and/or completion of the project.
- ☐ Received too late to reply. Received on \_\_\_\_\_.
- ☐ Please remove our company's name from receiving similar type solicitations.
- ☐ Other: \_\_\_\_\_

Your response will be given careful consideration and included in the contract file. Your input will assist Mesquite ISD in determining changes necessary to increase participation and competition.

---

Authorized Signature	Title	Date
----------------------	-------	------

---

Name of Company / Consultant

---

Company Address

(____) _____	(____) _____
Business Telephone Number	Facsimile

---

E-Mail Address

# Senate Bill 13

## DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by adding Chapter 2274, (TX SB13 | 2021-2022 | 87th Legislature), if Contractor is a for-profit sole proprietorship, 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, that exists to make a profit, which has ten (10) or more fulltime employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Mesquite I.S.D. that the Company:

1. Does not boycott energy companies; and
2. will not boycott energy companies during the term of the contract (if any) between the above-named Company, business or individual with the Mesquite Independent School District

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Section 1.A.8.809 and Section 2.F.10.2274:

1. "Boycott energy company" 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: (A) invests in or assists in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy; or (B) does business with a company described by Paragraph (A).
2. "Listed company" means a company listed by the comptroller under Section 809.051.
3. "Company" means 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 associations that exists to make a profit.

**THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE MESQUITE I.S.D., ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON MESQUITE I.S.D.'S RELIANCE ON THIS VERIFICATION.**

Exempt due to (select applicable condition): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ 10 or fewer employees

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with MISD**

## Senate Bill 19

# DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

Pursuant to Texas Government Code, Chapter 2274, as amended, 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 Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents and warrants to the Mesquite I.S.D. that the Company:

1. Does not Discriminate Against the Firearm and Ammunition Industries, and;
2. Will not Discriminate Against Firearm and Ammunition Industries during the term of the contract (if any) between the above-named Company, business or individual with the Mesquite Independent School District

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 2274.001:

1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
  - (A) refuse to engage in the trade of any goods or services;
  - (B) refrain from continuing an existing business relationship;
  - (C) terminate an existing business relationship; or
  - (D) otherwise express a prejudice against the entity or association.
2. Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and
3. Will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.
4. "Company" means 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 associations that exists to make a profit.

**THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE MESQUITE I.S.D., ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON MESQUITE I.S.D.'S RELIANCE ON THIS VERIFICATION.**

Exempt due to (select applicable condition): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ 10 or fewer employees

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with MISD**

## ATTACHMENT U VENDOR CHECKLIST

### RFP TITLE: West Mesquite High School Dishwasher Flight 1 Type and Installation RFP 2022-975-04

Submitted all information as requested,

Received number of addendum(s).

- ☐ Submitted one (1) original and one (1) electronic Proposal on Portable Thumb Drive.
- ☐ Signed and dated Cost / Pricing Proposal. Attachment B
- ☐ Signed Federal Work Authorization Program Agreement. Attachment C
- ☐ Signed and notarized Federal Work Authorization Program agreement and affidavit Attachment C
- ☐ Signed Vendor Affirmation Form D (by an authorized official of the company where appropriate).
- ☐ Deviation Compliance Form. Attachment E
- ☐ No conditions or restrictions have been placed by the company on this Proposal that would declare it nonresponsive.
- ☐ Confidentiality Declaration Form. Attachment F
- ☐ Current Certificate of Insurance. Attachment G
- ☐ Certificate of Interested Parties Form 1295. Attachment H
- ☐ SB252 Certification. Attachment I
- ☐ Chapter 2270 (Boycott) Verification Form. Attachment J
- ☐ Certification For Criminal History Check. Attachment K
- ☐ Non-Collusive Bidding Certificate. Attachment L
- ☐ Legal Compliance. Attachment M
- ☐ Conflict Of Interest Disclosure. Attachment N
- ☐ Conflict Of Interest Questionnaire-CIQ. Attachment O
- ☐ Minority/Women Business Enterprise Attestation. Attachment P
- ☐ Affidavit. Attachment Q
- ☐ Edgar Certifications. Attachment R
- ☐ Non-Submittal (if Applicable) Attachment S
- ☐ Senate Bills 13 & 19 Attachment T
- ☐ Vendor Checklist. Attachment U
- ☐ Submitted a copy of all certificates and license including, but not limited to, the license (to conduct business in Dallas County and The City of Mesquite, TX).
- ☐ Submitted state tax identification number.

---

Signature of Authorized Official

---

Date

---

Company Name