

Fort Worth Independent School District
REQUEST FOR PROPOSALS (RFP)

RFP Number: 13-029-I

RFP Title: Food, Catering & Related Services

Due Date: March 3, 2016

Prior to: 2pm

Sealed RFP will be received in accordance with the attached specifications. The sealed envelope containing your RFP should be plainly marked with the RFP title, number, and opening date and time. RFPs are publicly opened. You are invited to attend. **PLEASE NOTE: Late RFPs WILL NOT be accepted. FAXED RFP'S WILL NOT BE ACCEPTED.**

Mail or deliver complete RFP package to:

Fort Worth Independent School District
Purchasing Department
100 N. University Drive, Suite NW 140-F
Fort Worth, Texas 76107

For additional information, please contact the person listed below. All questions must be submitted by email. **No verbal responses will be provided.** Please note that RFP results are **NOT** available by telephone or on our website.

Nellie Lucano
nellie.lucano@fwisd.org

PROPOSER IDENTIFICATION: *(Please print information clearly.)*

Firm Name: _____	Date: _____
Address: _____	Phone: _____
_____	Fax: _____
City/St/Zip: _____	Email: _____

You MUST sign the RFP Response Form on page 4 in order for your RFP to be accepted.

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SECTION I**RFP RESPONSE CHECKLIST**

To be considered for award of **this** solicitation, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, H, J, K, L & M {**Form I is mandatory if stated in section VII of this solicitation**}, the Cover Page, and Sections VIII, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time. **You do not have to return Section II – Section IV** to be considered responsive to this solicitation.

Please verify that the documents listed below have been completed, signed, and included in your RFP prior to submittal. **TO BE CONSIDERED FOR AWARD, ALL MANDATORY FORMS REQUIRED MUST BE COMPLETED, SIGNED AND RETURNED WITH THIS SOLICITATION.**

Mandatory Forms required to be considered for the Award of this solicitation:

- ☐ Completed – Cover Page (page 1)
- ☐ Completed – RFP Response Form – Form A
- ☐ Completed – Deviation/Compliance – Form B
- ☐ Completed – Non-Collusion Statement – Form C
- ☐ Completed – Criminal Background Check and Felony Conviction Notification – Form D
- ☐ Completed – Nonresident Bidder's Certification – Form E
- ☐ Completed – Debarment or Suspension Certification – Form F
- ☐ Completed – References – Form G
- ☐ Completed – HUB Compliance and Forms – Form H
- ☐ Completed – Senate Bill 9 Contractor Certification – Form I
(is mandatory if stated in section VII of this solicitation)
- ☐ Completed – EPCNT – Form J
- ☐ Completed – W-9, Tax Payer Identification Number & Certification – Form K (www.irs.gov)
- ☐ Completed – Certification Regarding Lobbying – Form L
- ☐ Completed – Clean Air and Water Act – Form M
- ☐ Completed – Section VIII – RFP Pricing (if applicable)

FORM A**RFP RESPONSE FORM**

The undersigned, in submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, national origin, sexual orientation, or age or disability unrelated to job performance of this RFP; and that he/she has read this entire RFP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ***all*** sections of this RFP.

SUBMITTED BY:

Firm:

(OFFICIAL Firm Name)

***MUST BE SIGNED IN INK TO BE
CONSIDERED RESPONSIVE***

By:

(Original Signature)

Name

(Typed or Printed Name)

Title:

(Type or Printed Title)_____
(Date)

Address: _____

City/ST/Zip: _____

Phone #:

Fax #:

Email: _____

Taxpayer Identification #:

***NOTE: Submit copy of Proposer's
current W-9 Form***

Prompt Payment Discount:

_____ %

_____ Days

I hereby acknowledge receipt of the following addenda (if applicable) which have been issued and incorporated into the RFP Document. *(Please initial in ink beside each addenda received.)*

Addendum No. 1

Addendum No. 3

Addendum No. 2

Addendum No. 4

FORM B**DEVIATION/COMPLIANCE SIGNATURE FORM**

Company Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Fax #: _____

Email: _____

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFP document.

☐ No Deviation

☐ Yes Deviations

<i>Signature of Proposer</i>	<i>Date Signed</i>

If yes is checked, please list below. Attach additional sheet(s) if needed.

FORM C**NON-COLLUSION STATEMENT**

“The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.”

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

Bidder Signature: _____

Printed Name: _____

Position/Title: _____ Date Signed: _____

Signature of Company Official Authorizing RFP: _____

Name of Company Official: *(Please type/print)* _____

Official Position: _____ Date Signed: _____

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

FORM D**CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION****(a) CRIMINAL BACKGROUND CHECK**

Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the FWISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from FWISD's property or other location where students are regularly present. FWISD shall be the final decider of what constitutes a "location where students are regularly present." Proposer's violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

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

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm's Name: _____

Authorized Company Official's Name: _____

(please print clearly or type)

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

Signature of Company Official: _____ Date: _____

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

Signature of Company Official: _____ Date: _____

FORM D - CONTINUES ON NEXT PAGE...

PAGE 1/2

FORM D - CONTINUED

PAGE 2/2

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Form C)

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Fort Worth ISD pursuant to this RFP on any and all Fort Worth ISD campuses or facilities. Vendor will not assign individuals to provide services at a Fort Worth ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Fort Worth ISD Purchasing Department.

RESIDENT/NONRESIDENT CERTIFICATION

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FORM F**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this Proposer:

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official's Name: _____
(*Typed or printed*)

Title of Authorized Representative: _____
(*Typed or printed*)

Signature of Authorized Company Official: _____

Date Signed: _____

FORM G**REFERENCES**

1. Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

Contact Person: _____

Email: _____

Description of project or work completed: _____

2. Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

Contact Person: _____

Email: _____

Description of project or work completed: _____

3. Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

Contact Person: _____

Email: _____

Description of project or work completed: _____

FORM H

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM COMPLIANCE GUIDELINES & FORMS

This Form should be completed and signed by the Prime Vendor/Contractor.

- It is the intent of the FWISD HUB Program to identify and track true sub-contracting/outourcing opportunities by prime vendors that build the capacity of smaller HUB/M/WBE companies.
- These forms must be attached to any procurement documents submitted to the FWISD and are due at the time of bid/proposal opening.

AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the Prime Vendor/Contractor, and that the information and supporting documentation submitted are true and correct. I further understand and agree that, if awarded any portion of the solicitation:

- I will submit Prime Assessment Report – PAR to the District or District’s representative, verifying my compliance with this HUB Utilization Plan (HUP), including the expenditure(s) I have made to subcontractors.
- I must seek approval from the District prior to making any modifications to the HUP.

For additional information about this form, please contact the person listed below. *All questions must be submitted in writing* via e-mail and received seven (7) calendar days prior to the opening date. *No verbal responses will be provided.*

Jonathan Bey
jonathan.bey@fwisd.org

Solicitation # (from page 1) :			
Solicitation Title (from page 1) :			
Prime Vendor / Contractor Name:			
Prime Vendor / Contractor Address :			
	City:	State:	Zip:
Contact Person :		Phone:	Email:
Signature :			

SUMMARY OF UTILIZATION
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

- ◆ A "Historically Underutilized Business" (HUB)...
 - ...is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman.
 - ...is an entity with its principal place of business in Texas, and
 - ...has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.
- ◆ A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more of the following:
 - "Minority-Owned Business Enterprise (MBE)" is defined for the purposes of this policy to mean a business enterprise that is at least 51 percent owned by a minority individual or group.
 - "Minority individual" is defined for purposes of this policy to include Black Americans, Hispanic Americans, Asian Americans, Asian-Pacific Americans, Native Americans or persons with a disability.
 - "Woman-Owned Business Enterprise (WBE)" is defined for purposes of this policy as a business enterprise that is at least 51 person owned by a woman or women.
- ◆ The Prime Contractor is the vendor that FWISD has awarded a contract to.
- ◆ A Sub Contractor is a company that the Prime contractor has hired to provide a portion of the goods/services contracted for:
 - A prime's supplier is not considered a sub-contractor in this definition because the supplier is not needed for the particular goods/services being acquired, but are for the general operations of the prime contractor.
 - This would be considered a tier three HUB vendor. At the present time, FWISD is not calculating tier three relationships.
- ◆ HUB Programs typically try to identify true sub-contracting or outsourcing opportunities that will help build the capacity of smaller HUB firms at the tier two level.
 - One concern has been "pass through money" which exists when a prime selects a sub for cosmetic purposes and no true sub-contracting or outsourcing opportunity exists.
 - "Pass through money" tends to drive prime prices up and can increase the costs of goods/services.
 - Pass through operations conflicts with the primary purpose of competitive procurement which is to drive costs down.
- ◆ The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
- ◆ The District's HUB participation expectation is **25%** utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications or revisions to the original contract.

- ◆ The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
- ◆ Failure to be certified as a HUB does not preclude a firm from participating in the District's contracting and purchasing activities.
- ◆ All District bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
- ◆ Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
- ◆ The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
- ◆ The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
- ◆ Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, and termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
- ◆ The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records and accounts to authorized officials of the District, state or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.

PLEASE PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

Question 1. As the prime vendor/contractor, is your company a Historically Underutilized Business (HUB)/ Minority or Woman-Owned Business Enterprise (M/WBE)?

- ☐ Yes - Complete section A, questions 2 and 3.
☐ No - Complete questions 2 and 3.

Section A. Certifying Entity North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Department of Transportation (DOT), Small Business Administration (SBA) – 8A or SDB, South Central Texas Regional Certification Agency (SCTRCA), D/FW Minority Business Council, National Minority Supplier Development Council, City of Houston, Corpus Christi Regional Transportation, Women’s Business Council and City of Austin. (If you are not HUB/M/WBE certified, list non-certified.)	Certification Number (If you are not HUB/M/WBE certified, list not applicable “N/A”)	AA – African American; AI – Asian Indian; AP – Asian Pacific American; NA – Native American; HI – Hispanic American; WO – American Women (excludes AA, AI, AP, NA, ,HI women) Ethnicity	Gender

Question 2. Will you use subcontractors as a part of this solicitation?

- ☐ Yes – Go to question 3.
☐ No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (By answering “No”, complete sections D and E.)

Question 3. Is your subcontractor a HUB/M/WBE?

- ☐ Yes - Complete Sections B, D and E.
☐ No - Complete Sections B, C, D and E.

*HUB Evaluation
Points / Percentage Matrix*

Is the Prime a HUB? Yes Is the Sub a HUB? Yes • 10 points or 10 %	Is the Prime a HUB? No Is the Sub a HUB? Yes • 7 points or 7 %
Is the Prime a HUB? Yes Is the Sub a HUB? No • 4 points or 4 %	Is the Prime a HUB? No Is the Sub a HUB? No • 0 points or 0 %

Section B.

Subcontractor Utilization (List all subcontractors (minority and non-minority) that will be utilized in this bid/proposal. Non-certified firms will not be counted towards the prime's HUB/M/WBE subcontracting goals. Bidders/proposers may not apply one of its subsidiary companies or its own workforce towards meeting its HUB/M/WBE subcontracting goals. Use additional sheets if necessary.)

Subcontractor/ Supplier Name	Contact Person & Phone Number	Certification Agency	Certification #	Ethnicity/ Gender	Service / Supplies to be provided	Estimated Amount	% Of Total Bid
Totals							

Section C. Good Faith Efforts Documentation (Complete this section if subcontractors will be utilized; however, the subcontractors are not HUB/M/WBE.)

	Yes	No
1. Was contact made with M/WBEs by telephone or written correspondence at least one week before the bid was due to determine whether any M/WBEs were interested in subcontracting and/or joint ventures?	<input type="checkbox"/>	<input type="checkbox"/>
2. Were contracts broken down to provide opportunities for subcontracting?	<input type="checkbox"/>	<input type="checkbox"/>
3. Was your company represented at a pre-bid/proposal conference to discuss, among other matters, M/WBE participation opportunities and obtain a list (not more than two months old) of certified M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
4. Was information provided to M/WBEs concerning bonding, lines of credit, technical assistance, insurance, scope of work, plans/specifications, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
5. Were subcontracting opportunities advertised in general circulation, trade associations, minority/women-focused media and/or minority chambers of commerce?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did you encourage non-certified M/WBEs to pursue certification status?	<input type="checkbox"/>	<input type="checkbox"/>
7. Were negotiations conducted in good faith with interested M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
8. Were the services utilized of available minority and women, community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>

Section D. Past Performance with the FWISD HUB Program

List HUB/M/WBE subcontractors that were utilized on previous Fort Worth ISD projects.

FWISD Bid # or Interlocal Agreement Information	Name of Project	HUB/M/WBE Subcontractor/Supplier or Joint Venture Partner	HUB/M/WBE Contact Person & Phone Number	Amount or % of Bid

Section E. Mentor Protégé or Joint Venture

	Yes	No
1. Does your company currently participate in a Joint Venture Agreement with a Certified HUB/M/WBE for this solicitation? (If yes, attach a notarized Joint Venture Agreement.)	<input type="checkbox"/>	<input type="checkbox"/>
2. Does your company currently participate in a Mentor Protégé Plan? (If yes, attach a current Mentor Protégé Plan.)	<input type="checkbox"/>	<input type="checkbox"/>

FORM I**Model SB 9 Contractor Certification Form****Criminal History Record Information Review of Certain Contract Employees**

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (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 _____ ("Name of Contractor"), I

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Certify that [check one]:

☐ None of Contractor's employees are *covered employees*, as defined above.

Or

☐ Some or all of the Contractor's employee are *covered employees*. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

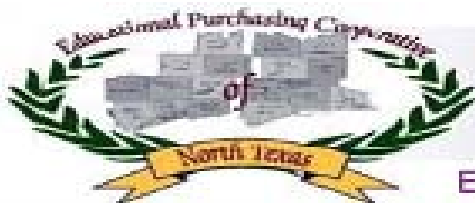
If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District 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 the District.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

Signature

Date

FORM J

EPCNT
Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Fort Worth Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____

No _____

If you (the vendor) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Fort Worth Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Fort Worth Independent School District will be billed directly to that governmental entity and paid by that government entity. Fort Worth Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>

Company Name: _____

(Typed or printed)

Title of Authorized Representative: _____

(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

FORM L

Certification of Regarding Lobbying

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

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

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

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

Name / Address of Organization

Name / Title of Submitting Official

Signature

Date

FORM M

Clean Air and Water Act Compliance

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that contracts and sub-grants 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) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Name of Company _____

Address of Company _____

Title of Submitting Official _____

Signature _____

SECTION II – INSTRUCTIONS TO PROPOSERS

1. To be considered for award of **this** solicitation, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, H, J, K, L & M {**Form I is mandatory if stated in section VII of this solicitation**}, the Cover Page, and Sections VIII, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time. **You do not have to return Section II – Section IV** to be considered responsive to this solicitation. Each RFP shall be placed in a separate envelope and properly identified with the RFP Number, RFP Title, Name of Company submitting RFP, and the established time and date to be opened.
2. The Proposer is strongly encouraged to read the entire RFP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of RFP.
3. If any exceptions are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications, or conditions.
4. The RFP response **must be signed** by an individual authorized to contractually bind the company submitting the RFP. A failure to sign the RFP will cause it to be rejected as non-responsive. RFPs must give full firm name and address of Proposer. Person signing RFP should show title or authority to bind his/her firm in a contract.
5. RFPs **must be received** in the Purchasing Department office **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. **LATE RFPs WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted RFPs will be considered. The clock located in the FWISD Purchasing Department is considered the official time for receiving and opening RFPs.
6. Sealed RFPs shall be mailed or otherwise delivered to the following address:

Fort Worth Independent School District
Purchasing Department
100 N. University Drive, Suite NW 140-F
Fort Worth, Texas 76107
7. All questions regarding this invitation **must be submitted in writing** (email preferred) to the buyer identified on the first page of this document. Requests for information/interpretation must be received on or before seven (7) calendar days prior to the opening date. Only questions answered by formal written addenda will be binding.

Addenda will be posted to the in Public Purchase website. You may obtain the addenda from our internet/web site address at **<https://www.publicpurchase.com>**. It is the responsibility of each Proposer to obtain all addenda that pertains to this solicitation. **Proposers who fail to check the website and submit a proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a non-responsive proposal to this solicitation.** Failure to receive such addenda does not relieve Proposer from any obligation under the RFCSP submitted. All formal written addenda become a part of the RFCSP documents. Proposers shall acknowledge receipt of all addenda in the RFCSP Response Form.

8. RFPs must remain open for acceptance for a period of **ninety (90) days** subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
10. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the Fort Worth ISD.
11. All Proposers must execute the forms enclosed (or otherwise requested herein) for the RFP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the RFP Form must be included with the RFP. Failure to provide complete and accurate information may disqualify the Proposer.
12. On May 25, 2007, the Texas Senate passed House Bill No. 1491, providing clarification to Chapter 176 of the Texas Local Government Code, which imposes new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties.

Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE can be downloaded from the District internet/web address at <http://www.fwisd.org> or the Texas Ethics Commission web address at <https://www.ethics.state.tx.us/forms/CIS.pdf>

Note: The Fort Worth Independent School District will not provide any further interpretation or information regarding these new requirements under House Bill No. 1491.
13. It is the intent of the Fort Worth Independent School District to foster utilization of historically underutilized businesses (HUBS) including Disadvantaged/Minority/Women-Owned Business Enterprises in its procurement activities. The District is particularly interested in receiving RFPs directly from HUBS or from joint ventures involving HUB representation.
14. It is the policy of the Fort Worth Independent School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, or age in its programs and activities, its educational programs, nor in its employment practices.
15. If you learn of any questionable business practices involving FWISD, call the Fraud Hot-Line (817-814-1971). For questions concerning the District's ethics policies and procedures, call the Ethics Help-Line (817-814-2793). All calls shall remain confidential.
16. In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this RFP is released until the award.
17. This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Fort Worth Independent School District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.
18. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This

is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

19. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:
 - A. Any offense against a child
 - B. Any sex offense
 - C. Any crimes against persons involving weapons or violence
 - D. Any felony offense involving controlled substances
 - E. Any felony offense against property
 - F. Any other offense the District believes might compromise the safety of students, staff, or property
20. All contractors, subcontractors and their employees must submit to the Fort Worth ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.
21. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.
22. Vendors who perform work inside the FWISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both FWISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that FWISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact the Environmental Department at 817-871-3300 for further assistance.
23. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this RFP, subject to verification of the same or lower prices and conditions on RFP.
24. **The District reserves the right to extend this solicitation 120 days past end of the period of performance should it be determined that doing so would be in the best interest of the District.**

REMINDER:

If you have not already registered for bid notification please do so at
<https://www.publicpurchase.com/gems/register/vendor/register>

This notification is provided as a courtesy and does not relieve the Proposer of his/her responsibility to visit **<https://www.publicpurchase.com>** to view and obtain RFP/RFCSP documents. It is also the responsibility of the Proposer to keep Public Purchase advised of current email address. **PUBLIC PURCHASE IS NOT RESPONSIBLE FOR UNDELIVERABLE EMAIL NOTIFICATIONS.**

SECTION III – RFP REQUIREMENTS AND CONDITIONS

In submitting a RFP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the vendor and the Fort Worth Independent School District. By submitting a RFP, each Proposer agrees to waive any claim it has or may have against the Fort Worth Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any RFP; waiver of any requirements under the RFP Documents; acceptance or rejection of any RFPs; and award of Contracts, if any. **The District may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character i.e. (Proposal xx-xxx-A). Vendors that have responded successfully to the original or a subsequent proposal do not have to respond other subsequent proposal.**

1. WITHDRAWING RFP

RFPs deposited with the Fort Worth Independent School District (hereinafter called “FWISD” or “District”) can be withdrawn, upon written request, prior to the time set for opening RFPs. A RFP may not be withdrawn after the RFPs have been opened, and the Proposer, by submitting a RFP, warrants and guarantees that the RFP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

RFPs cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by Proposer or his/her authorized agent.

2. CONSIDERATION OF RFP

RFPs must be signed, sealed and delivered to the Fort Worth Independent School District Purchasing Department office PRIOR TO the RFP due date and time. Unsigned, unsealed or late RFPs will not be considered. After RFPs are opened and publicly read aloud, the RFPs will be tabulated for comparison on the basis of the RFP prices and quantities shown in the RFP. The Fort Worth Independent School District Board of Trustees reserves the right to reject any or all RFPs, to waive technicalities, and to re-advertise for new RFPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of RFPs and will be tabulated as “net.”

RFPs received after the date and time specified **will not** be considered. The Purchasing Department will notify those firms submitting late RFPs and will hold documents for pick-up for five (5) business days following late RFP notification. **All late RFPs which are not picked up by the Proposer within five business days will be discarded.**

3. AWARD CRITERIA (See Section V – RFP Evaluation Criteria)

The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFP.

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

4. IRREGULAR RFP

RFPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

5. REJECTION OF RFP

The District reserves the right to reject any or all RFPs, and all RFPs submitted are subject to this reservation. RFPs may be rejected, among other reasons, for any of the following specific reasons:

- A. RFP received after the time limit for receiving bids as stated in the advertisement.
- B. RFP containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient RFP guaranty, if required.
- E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

6. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and their RFPs not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Proposers.
- B. Reasonable grounds for believing that any Proposer is interested in more than one RFP for the work contemplated.
- C. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

7. CONFIDENTIAL OR PROPRIETARY MARKINGS

Any portion of the RFP that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

8. NEW MATERIALS

Unless otherwise stated in the specifications, all supplies and components to be provided under this RFP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this RFP the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.

- A. If items for which RFPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. RFPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the RFPs and are determined by the District to be equal in all material respects to the brand name products referenced.
- B. Should any product be delivered or service performed which is not as the successful Proposer has purported it to be in its submitting of this RFP, said Proposer will be required to correct any deficiencies without additional cost to the District.

10. SAMPLES

Samples and/or product specification documents may be required for items, as specified in Section VII - Special Terms & Conditions/Proposal Specifications. Product specification documents (as required in Section VII - Special Terms & Conditions/Proposals Specifications) shall be submitted with the RFP, properly referenced and clearly marked so as to indicate related RFP item. Samples, when requested on Section VI, must be furnished at no cost to the District and will not be returned. Each sample should be clearly marked with bidder's/proposer's name, RFP number, and item number on the RFP. **DO NOT ENCLOSE IN OR ATTACH RFP TO SAMPLE.** FWISD assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the RFP (not stated on Section VII – Special Terms & Conditions/Proposals Specifications) FWISD reserves the right to request samples and/or product specification documents for any merchandise submitted for RFP before final selections are made. Samples and/or product specifications requested after RFP opening must be received within five (5) calendar days after request.

11. INTER-LOCAL AGREEMENT CLAUSE

FWISD is a member of various purchasing cooperatives. If these governmental entities decide to participate in this award it is assumed that you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply.

Governmental entities utilizing Internal Governmental contracts with FWISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than FWISD will be billed directly to that governmental entity and paid by that governmental entity. FWISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. (See Form J)

SECTION IV – GENERAL TERMS AND CONDITIONS

1. TERMS OF PAYMENT

Terms of payment to the successful Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING A FWISD PURCHASE ORDER NUMBER.**

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

Email your invoice(s) to accountspayables@fwisd.org. Please include the following items on your invoice document:

- Company Name and Name of Contact
- Remit Address
- Invoice Number
- Invoice Date
- Purchase Order Number
- Ship to Information
- Details of items shipped and/or services rendered
- Total amount due

It is preferred that you email your invoices; however, if you do not have this capability, you may mail your invoice to the following address:

Fort Worth Independent School District
ATTN: Accounts Payable
100 N. University Drive, Suite NW 140-E
Fort Worth, Texas 76107

The District shall have the option of using the District's Purchase Card to make purchases from the Proposer. The District's purchase card is similar to a credit card in that there will be a small fee which the Vendor will be required to pay and the Vendor will receive payment directly from the card issuer rather than the District. Any and all fees related to this type of payment are the responsibility of the Vendor. In no case will the District allow increases in prices to offset credit card fees paid by the Vendor or any other charges incurred by the Vendor, unless specifically stated.

2. TAX EXEMPT STATUS

The Fort Worth Independent School District is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP PRICES.** Excise Tax Exemption Certificate will be furnished upon request. FWISD Federal ID Number is 75-6001613.

3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this RFP. Proprietary/Trade Secret information pertaining to this RFP may not be withheld from the District or its Authorized Representative.

4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this RFP. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

5. ASSIGNMENT

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

6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever FWISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after FWISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and FWISD shall have no liability for, any costs under this RFP that are not necessary for actual performance of the RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, FWISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

The FWISD can terminate any resulting award for this RFP with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the FWISD to terminate this RFP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this RFP. **Multi-term agreements are subject to review and ratification at the end of each school year during the term.**

7. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section IV - General Terms and Conditions.

8. GRATUITIES

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

9. JURISDICTION

The Purchase Order(s) resulting from this RFP shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

10. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

11. FORCE MAJEURE

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

12. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each RFP. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this RFP shall be delivered F.O.B Destination Fort Worth ISD, from point of assembly to the District location(s) specified on each purchase order. **RFP PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Fort Worth Independent School District, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Proposer.
- C. Deliveries will be made only upon authorization of the Fort Worth Independent School District, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:

- All purchases made by the District will be made via FWISD purchase order.
 - Do not provide goods/services absent a bona fide, signed purchase order.
 - Do not provide goods/services exceeding the quantities contained on the purchase order.
 - The District will only pay invoices which match the purchase order description, quantity, and price.
- D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the FWISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E. Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.
- G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.
- H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

13. PERFORMANCE OF SERVICES

- A. Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B. Performance shall be at the location identified in each order.
- C. The scope of this RFP and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D. Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, supplier's, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type RFP.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following

receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

- I. Failure of Vendor to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

14. WARRANTY INFORMATION

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

15. INDEMNIFICATION AND HOLD HARMLESS

The vendor shall defend, indemnify, and hold harmless the Fort Worth Independent School District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFP

16. PRICE INCREASES

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Fort Worth area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

17. INTER-LOCAL AGREEMENTS

Fort Worth Independent School District reserves the right to purchase the goods and/or services in this RFP through an inter-local agreement, if it is deemed that the inter-local agreement is more advantageous to the District.

18. INSURANCE REQUIREMENTS (See Section VII - Special Terms & Conditions/Bid Specifications)

IF REQUIRED (and stated on Section VII), these requirements apply to all non-Capital Improvement Program construction projects and to the other bids/proposals as required in Section VII –

Special Terms & Conditions/Bid Specifications. The successful Proposer will submit the following Certificates of Insurance naming the Fort Worth Independent School District as Certificate Holder; the Fort Worth Independent School District will be named additional insured on General Liability Certificates. Certificates may be faxed to Fort Worth Independent School District, Office of Risk Management at 817.814-2230 or emailed to charles.richardson@fwisd.org. The selected Proposer will be required to supply the insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance. **The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a RFP.** Questions concerning insurance requirements should be directed to the Office of Risk Management – 817.814-2230 or charles.richardson@fwisd.org.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY						
1. Worker's Compensation	<p>Statutory – The Vendor shall provide and maintain Worker's Compensation and Employer's Liability Insurance with a limit of not less than:</p> <table data-bbox="776 772 1230 888"> <tr> <td>Each Accident</td><td>\$100,000</td></tr> <tr> <td>Disease-Policy Limit</td><td>\$500,000</td></tr> <tr> <td>Disease-Each Employee</td><td>\$100,000</td></tr> </table> <p>The Vendor shall require subcontractors to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the General Contractor.</p>	Each Accident	\$100,000	Disease-Policy Limit	\$500,000	Disease-Each Employee	\$100,000
Each Accident	\$100,000						
Disease-Policy Limit	\$500,000						
Disease-Each Employee	\$100,000						
2. General Liability	<p>The Vendor shall provide and maintain Comprehensive General Liability Insurance protection including "Products and Completed Operations" coverage with a limit not less than:</p> <table data-bbox="776 1255 1230 1371"> <tr> <td>General Aggregate</td><td>\$1,000,000</td></tr> <tr> <td>Each Occurrence</td><td>\$1,000,000</td></tr> <tr> <td>Products-Comp Ops</td><td>\$1,000,000</td></tr> </table>	General Aggregate	\$1,000,000	Each Occurrence	\$1,000,000	Products-Comp Ops	\$1,000,000
General Aggregate	\$1,000,000						
Each Occurrence	\$1,000,000						
Products-Comp Ops	\$1,000,000						
3. Auto Liability Insurance	<p>The Vendor shall provide and maintain during the life of this RFP, automobile public liability insurance in amounts of not less than \$300,000 each single occurrence for bodily injury or death (maximum of \$100,000 per person), and \$100,000 for each single occurrence of property damage or destruction. Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by Vendor.</p>						

19. BID SECURITY REQUIREMENT (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), RFPs shall be accompanied by either an original cashier's check, certified check, or money order upon a state bank in the amount not less than five per cent (5%) of the total maximum RFP price payable without recourse to the Fort Worth ISD, or an original bid bond in the same amount from a reliable surety company licensed to do business in the State of Texas. Bid Security serves as a guarantee that the Proposer will enter into a contract and execute a payment and performance bond on any or all projects \$25,000 or above within fifteen (15) days after notice of award.

20. PAYMENT BOND (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), for projects in excess of \$25,000, an original payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$25,000. Original bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

21. PERFORMANCE BOND (See Section VII - Special Terms & Conditions/Proposal Specifications)

IF REQUIRED (and stated on Section VII), for projects in excess of \$100,000, BOTH an original performance bond and an original payment bond will be required of the successful Proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The performance and payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$100,000. Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and the bid bond will be retained by the District as liquidated damages. Original bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

22. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient 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 sub recipient 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.

SECTION V – REQUEST FOR PROPOSALS EVALUATION CRITERIA

SECTION V – BID/PROPOSAL EVALUATION CRITERIA

In evaluating bids/proposals submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the District's needs;
5. the vendor's past relationship with the District
6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the District to acquire the vendor's goods or services;
8. for a contract for goods and services, building construction and maintenance or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner
 - a) has its principal place of business in this state; or
 - b) employees at least 500 persons in this state (Form E)
9. delivery time
10. Health Certificate/Certification of Insurance
11. Discount(s) offered

SECTION VI – PERIOD OF PERFORMANCE

March 3, 2016 through October 31, 2017.

SECTION VII – SPECIAL TERMS & CONDITIONS/BID SPECIFICATIONS

The Fort Worth Independent School District will receive sealed proposals in the Purchasing Department, 100 N. University Drive, Fort Worth, Texas, 76107, for **Food, Catering & Related Services** per attached specifications. This appointment will be effective **November 1, 2012 through October 31, 2017** unless otherwise revoked in accordance with specifications listed.

The District uses caterers from time to time for functions of various sizes and number of attendees. Caterers will be placed on the authorized caterers list and individual schools/committees/ managers will determine which caterers to use for each specific function. Acceptance of this proposal is not contingent upon the ability to cater. Caterers may be removed from the authorized list for failure to comply with District specifications/requirements or poor performance or lack of cooperation, etc.

The District does not guarantee the volume (quantity or dollar value) to be purchased annually and purchases may be made from any responding vendor. Catering will be ordered on an as needed basis.

Certificate(s) of Insurance

Caterers **must** submit a copy of vehicle liability insurance certificate in an amount not less than statutory limits. The copy must be part of your response. Replacement or renewal certificates must be submitted on a timely basis to the Purchasing Department. See Section IV, Item 18, Page 31 and 32. Be sure to indicate Fort Worth Independent School District as the certificate holder.

Health Certificates

A copy of your Public Health Inspection Certificate **must** be submitted in your response. This document must be updated as necessary. Individual Food Handler's Certificates must be available for review, upon request, by the Fort Worth Independent School District. **Failure to submit certificate of insurance and health certificate may disqualify proposer.**

Personnel

Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances
- E. Any felony offense against property
- F. Any other offense the District believes might compromise the safety of students, staff, or property

All contractors, subcontractors and their employees must submit to the Fort Worth ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for

conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.

Purchases

Approved vendors will be placed on a list from which District employees will use to make purchases. Actual purchases and selection of vendors will be based on price, availability, location, etc. All food, catering goods/services are purchased only by a Fort Worth Independent School District Purchase Order. Accordingly, **do no catering in the absence of a bona fide signed purchase order.**

Award

There will be no formal notification of award. All vendors properly responding to this proposal will be considered for purchases.

The district may elect to issue subsequent proposal and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the district. **[Subsequent proposals will have the same proposal number followed by an Alpha Character I.E. (Proposal XX-XXX-A). Vendors that have responded successfully to the original or a subsequent proposal **DO NOT** have to respond to other subsequent proposals.]**

A response by one vendor of a "Chain" or business will suffice for other outlets of that "Chain" or business if each outlet agrees by the terms of this proposal.

Pricing

Vendors responding to this proposal:

- Agree to sell items at no more than the normal retail price
- Agree to accept the district's Tax Exempt Status and **will not** charge FWISD sales tax
- Provide Discount information if applicable

Proposal Evaluation

A. Submission of Proposals

All proposals shall include a copy of the bidder's proposal and any additional requested materials noted in Section VII-Special Terms & Conditions/Bid Specifications.

B. Non responsive Proposals

Proposals may be deemed nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of this RFP.
2. The proposal is not adequate to form a judgment by the reviewers.
3. The proposal does not follow the specified format.

4. Any of the requested items are not submitted with your RFP.

C. Evaluation

Factors below will be used in part of the evaluation:

<u>Factors</u>	<u>Possible Points</u>
1. Price/Discount	30
2. The extent to which the goods or services meet the Districts' needs	20
3. Health Certificate	15
4. Certificate of Insurance	15
5. Previous District Experience	10
6. HUB	10

CATERER INFORMATION

Caterer (Firm) Name _____

Address _____

Mailing Address _____

Telephone(s) _____

Facsimile(s) _____

E-mail _____

Name of Principal Contact _____

Title of Principal Contact _____

Signature of Principal Contact _____

MAKE SURE YOU INCLUDE THE FOLLOWING:

Enclose Health Certificates

Enclose Insurance Certificate

SECTION VIII – QUESTIONNAIRE:

Answer the following questions. If not applicable to your company, please indicate N/A. **Do not leave blank.**

No.	QUESTION	YES	NO
1	Do you require a minimum order for any item or category of items proposal? If “yes”, explain. (use a separate sheet if necessary)		
2	Will a delivery charge be added to the order? Note: Gratuities can not be added to order.		
3.	Will you company or location provide the FWISD with a discount?		
	If yes, what is the percent of discount _____%		
4.	Will your company accept purchase orders issued by the Fort Worth Independent School District? If yes, please enter ordering email below: EMAIL ADDRESS: 		
5.	Is there a special code or number that must appear on purchase orders or referenced on call-in orders to ensure discounts are applied to the particular purchase? If yes, please provide the code or number here. Discount Code/Number: 		
6.	Will your company accept Purchasing Cards, in the form of a bank issued MasterCard, for ordering/payment?		
7.	Will your company accept telephone orders with a Purchasing Card? If yes, please enter phone number to call when placing orders. PHONE NUMBER: 		
8.	Is your menu/catalog available via the World Wide Web (www)? If, “yes,” please list your website address below.		
9.	Will your company accept orders via your website with a Purchasing Card? If yes, can orders be processed on-line?		
10.	Please provide the following information regarding local sales representative: REPRESENTATIVE NAME: ADDRESS: PHONE NUMBER: EMAIL ADDRESS:		