

HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT
1849A CENTRAL DRIVE
BEDFORD, TEXAS 76022-6096
817/283-4461 FAX 817/354-3558



NOTICE TO BIDDERS

RFP #16-01 EXCLUSIVE DISTRICT BEVERAGE SERVICES

Firm Name_____ **Date**_____

Address_____ **Phone**_____

1. Proposals will be opened at 2:00 p.m. on Thursday, March 3, 2016 at the Administration Building, Purchasing Department, 1849A Central Dr., Bedford, TX 76022. Sealed proposals must be properly labeled on the **OUTSIDE** of the envelope as follows:

RFP #16-01 – Exclusive District Beverage Services
Randy Reagan, Director of Purchasing
1849A Central Drive.
Bedford, TX 76022

2. Physical address for delivery of proposal is Administration Building, Purchasing Department, 1849A Central Dr., Bedford, TX 76022.
3. Any requests for additional information pertaining to these specifications, should be directed in writing by fax or email to Randy Reagan at fax number – 817-864-0601 or email – randyreagan@hebid.edu
4. No proposal will be considered which is not submitted on the attached “Bid Document” form signed by a proper official of the supplier and submitted in a sealed envelope. No telegraph, telephone, or faxed proposal will be accepted.
5. **Number of Submittals**. One (1) executed original marked “Original”, six (6) copies marked “Copy”, one **(1) electronic copy on a USB Drive or CD**, including all other submittals required by the RFP. The original must be marked clearly on the outside cover with “**ORIGINAL**”.

GENERAL CONDITIONS

1. GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS. This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. The documents referenced below are incorporated by reference only, and may be obtained by contacting the HEBISD Purchasing Office at 817.399.2035.
 - 1.1. Texas Education Code 44.031.
 - 1.2. *Purchasing and Acquisition*, HEBISD Policy CH (Legal).
 - 1.3. *Purchasing and Acquisition*, HEBISD Policy CH (Local).
 - 1.4. *General Provisions, Version 2*, reference Document GP-01, dated July 1, 2012
 - 1.5. This solicitation
2. Bids shall be submitted on this form. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened.
3. Bids must be received in the Purchasing Department office before the hour and date specified. DO NOT FAX YOUR BID!
4. Prices bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on Deviation/Compliance Signature form.
5. Delivery shall be made during normal school hours unless prior approval has been obtained from authorized District personnel.
6. All items bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.
7. All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.
8. Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District.
9. Installation: the successful bidder shall provide the following services on the items bid, at no additional cost to the District, if otherwise, state on Deviation/Compliance Signature form.
 - a) Provide transportation of items to the facility.
 - b) Place the items in the proper location within the facility.
 - c) Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
 - d) Provide adjustment by a trained installation mechanic.
 - e) Remove all debris from site.
10. The District is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.

11. Any catalog, brand name, or manufacturer's reference used in the bid is descriptive and not restrictive and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.
12. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with bidder's name and item number on the bid. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.
13. The Board of Trustees of Hurst-Euless-Bedford Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serves the interest of the District.
14. The District reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on bid.
15. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
16. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and hold harmless the Hurst-Euless-Bedford Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the Hurst-Euless-Bedford Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.
17. It is not the policy of the District to purchase on the basis of low bids alone. In evaluating bids 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.
 - a) the purchase price;
 - b) the reputation of the vendor and of the vendor's goods or services;
 - c) the quality of the vendor's goods or services;
 - d) the extent to which the goods or services meet the district's needs;
 - e) the vendor's past relationship with the district
 - f) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
 - g) the total long-term cost to the district to acquire the vendor's goods or services; and
 - h) any other relevant factor specifically listed in the request for bids and proposals.
18. The contract will be awarded in the best interest of Hurst-Euless-Bedford Independent School District. Specific award information is located under Specific Terms and Conditions Item #1.
19. Any and all protests regarding HEBISD bidding procedures will be governed by the "Hurst-Euless-Bedford Independent School District Procedure for Protests".

20. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.
21. The Hurst-Euleless-Bedford Independent School District may not be held liable for non-funding of a contract caused through no fault of its own.
22. Vendors not responding appropriately to Bid Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. HEBISD reserves the right to delete vendors that do not respond appropriately.
23. All Bidders must execute the "Affidavit of Non-Collusion", "Felony Conviction Notification", "Bidders Certification", "Debarment and Suspension Certification Form", "Deviation/Compliance Signature Form", or "No Bid Notification" enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.
24. Bid results will be presented to the Hurst-Euleless-Bedford Independent School District Board of Trustees for approval at the earliest opportunity following the bid/proposal opening if \$20,000 or greater.
25. It is the policy of the Hurst-Euleless-Bedford Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
26. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relive the assigned of liability in the event of default by the assignee.
27. Awarded vendor agrees the pricing provided HEBISD is the best pricing provided in Texas. If better pricing is provided to other districts HEBISD pricing will reflect that improvement from that point of award.

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature on Bid Document the vendor certifies that:
 2. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
 3. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
4. CONTRACT MODIFICATION: No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
5. CONTRACT AND PURCHASE ORDERS: A response to this Bid Document is an offer to contract with the HEBISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are both accepted by the HEBISD through an Award Letter to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of HEBISD Purchasing Department.
6. This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in Denton County.
7. a. PACKING AND SHIPPING: (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination; freight prepaid, to Hurst-Euleless-Bedford Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.
- a) NO REPLACEMENT OF DEFECTIVE TENDER: (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.
8. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
9. GRATUITIES: The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the Hurst-Euleless-Bedford Independent School District with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.

10. WARRANTIES: (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.
11. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.
12. ASSIGNMENT-CLAIMS: Vendor and the Hurst-Eules-Bedford Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the District. Therefore, vendor hereby assigns the District any and all claims for such overcharges.
13. ADVERTISING: Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
14. TITLE AND RISK OF LOSS: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.
15. INSPECTION: (If applicable) all goods are subject to final inspection and acceptable by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
16. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
17. INDEMNIFY: Vendor agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture of use of any product included in this contract. Upon written requests vendor will defend, at its own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Hurst-Eules-Bedford Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.
18. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Hurst-Eules-Bedford Independent School District and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Tarrant County.
19. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of Hurst-Eules-Bedford Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

20. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
21. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. INTERPRETATION-PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
23. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Hurst-Euless-Bedford Independent School District, termination for non-availability of funding and for prepayment, without penalty.
24. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.
25. INFRINGEMENT: Contractor agrees to protect Hurst-Euless-Bedford Independent School District from claims involving infringement or copyrights.
26. TECHNICAL SPECIFICATIONS: Technical specifications define the minimum acceptable standard.
27. REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the HEBISD may terminate the vendor's contract for cause as provided by the remainder of this section.
28. If any delay or failure of performance is caused by a Force Majeure event as described in section #20 of this Standard Terms and Conditions document entitled "Force Majeure," the HEBISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.
- a. Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

- b. Valid causes for termination of this contract will include, but are not limited to:
- c. The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.
- d. The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).
- e. The vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the written approval of HEBISD.
- f. The vendor's incomplete response to the Bid Document.
- g. And vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the HEBISD.

28. ORDER OF PRECEDENCE: In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.

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

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

31. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. **It is your responsibility to obtain any addenda that pertains to this bid.** We are no longer mailing the specifications or addenda.

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

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

SCOPE OF WORK

HEBISD will receive proposals for Drink Vending Services at 63 locations in the District. One vendor will be awarded a 5 year contract.

Timetable:

Release RFP:	Thursday, January 28, 2016
Deadline for Questions:	Wednesday February 24, 2016
Deadline for Submittal of Proposal:	Thursday, March 3, 2016 at 2:00 p.m.
Recommendation for Board Meeting:	Monday, April 25, 2016

Specific Terms & Conditions:

1. It is the intent of the District to enter into an agreement with a single provider for beverage vending services. Hurst-Euless-Bedford Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District
2. **Length of Contract: All responses to this RFP shall be for a five-year (60 months) agreement between the District and the provider beginning June 1, 2016 and ending May 31, 2021 with the option to extend, upon mutual agreement, for two additional terms of two years each.** Any changes to the scope of services provided under this contract that may result in changes to the terms, conditions, and fees can be redefined and negotiated. Any negotiated terms must be agreed to by the District. In that event, any negotiated items must be placed in writing and provided as an amendment to the contract. All proposers must agree to fully warrant and guarantee all information in its response.
 - a. In March of each year of the contract, the awarded vendor will have an opportunity to meet with the District's Purchasing Director to discuss any proposed changes to the contract. This will be the only opportunity to amend the contract during the contract. Potential amendments have to be mutually agreed upon.
3. In order for your proposal to be considered **you must include all of the properly executed documents**, including Signature Sheet, Proposal Form, Felony Conviction Form, and Conflict of Interest Form. All responses must be legible and signed in order to be considered.
4. **QUESTIONS**
 - a. Any explanation desired by a Proposer regarding the meaning or interpretation of this Solicitation, or any forms included herein, must be requested in writing with sufficient time allowed for a reply to reach Proposer before the submission of a proposal.
 - b. Verbal requests for clarification or additional information will not be addressed and will not be binding and will not be made part of the bid documents.
 - c. No contact shall be made with the District requestor unless specifically authorized by the HEB ISD Purchasing Department. **Failure to comply with this requirement may be grounds for rejection of Solicitation Response.**
 - d. All interpretations or clarifications considered necessary by and approved by the District, in response to Bidder's request, will be issued by written Addenda.

- e. Oral and other interpretations or clarifications will be without legal effect. Any interpretations, corrections, approvals, supplemental instructions or changes to the Solicitation Documents will be made by written Addenda. Only questions answered by written response from the Buyer will be binding. Sole issuing authority of addenda shall be vested in the District.
 - f. The District is not responsible for any other explanation or interpretations which anyone presumes to make.
 - g. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
5. The district reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to the district's interest, and the right to waive minor irregularities in the procedures. The district further reserves the right to reject all proposals and seek new proposals when such procedures are in the best interest of the district. The district also will be the sole judge as to the definition of "district's best interest."
 6. The specifications attached to these instructions to offerors establishes a standard of quality desired by the District. Any offeror may submit his proposal on any article, which substantially complies with these specifications as to quality and workmanship. The District reserves the right to make selections of materials purchased, based on its best judgment as to which articles substantially comply with the strength and quality required by the specifications.
 7. Detailed Nutritional value of **ALL** products proposed must be submitted with proposal.
 8. Delivery must be made to each campus. All costs of delivery, freight or packing are to be borne by the offeror. The District will consider delivery complete only when all items, which are considered a part of any unit, are delivered in full.
 9. The offeror shall hold the District, its officers and agents, and employees harmless from liability of any nature of kind on account of use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this proposal.
 10. The successful vendor will be granted the right to advertise its products on its vending machines and at concessions stands, subject to approval by the Hurst-Euless-Bedford I.S.D. regarding the size, wording, type and location of such advertisements; the approval by the District will not be unreasonably withheld.
 11. The successful vendor shall provide full service operations to the District. Prices shall remain competitive throughout the term of the agreement.
 12. Grant of Beverage Availability and Beverage Merchandising Rights. District hereby grants to Beverage Provider the following exclusive beverage availability and merchandising rights:
 - (a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus. District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus with the exception of Taste Test Contracts for fundraisers. District agrees that District and all other persons serving Beverages on Campus, including without limitation concessionaires, student organizations and food service vendors shall purchase all (100%) of their vending requirements for Products and carbon dioxide from Beverage Provider. This does not apply to Food Service

Management Company providing cafeteria services, PTO or Booster Clubs. In particular, District shall cause each School administration to do the following:

(b) Offer a wide variety of Beverage Provider's carbonated and noncarbonated Products to high school students during all hours and at all locations in the Schools, except where not permitted by federal or state regulations. District represents and warrants that current federal and state regulations permit the sale of Beverages in high schools at all hours at all places, except that (x) carbonated and noncarbonated Beverages (except water) must only be served in containers of 12 oz. or less in volume; and (y) Products other than 100 % juice or non-carbonated water may not be served or available to high school students in food service areas during meal periods. District further represents and warrants that current federal and state regulations place no portion size or serving time restrictions on noncarbonated bottled water on high school campuses.

(c) Offer a wide variety of Beverage Provider's carbonated and noncarbonated Products to middle school students during all hours and at all locations in the Schools, except where not permitted by federal or state regulations. District represents and warrants that current federal and state regulations permit the sale of Beverages in middle Schools, except that (x) carbonated Beverages may not be served or available to junior high students anywhere on junior high campuses until after the end of the last lunch period; (y) carbonated and noncarbonated Beverages (except water) must only be served in containers of 12 oz. or less in volume; and (z) Products other than 100% juice or non-carbonated water may not be served or available to middle school students anywhere on middle school campuses during meal periods. District further represents and warrants that current federal and state regulations place no portion size or serving time restrictions on noncarbonated bottled water on middle school campuses;

(d) Offer a wide variety of Beverage Provider's noncarbonated Products to elementary school students during all hours and at all locations in the Schools, except where not permitted by federal or state regulations (and except for teachers' lounges and extracurricular activities, at which carbonated and noncarbonated Products shall be offered). District represents and warrants that current federal and state regulations permit the sale of noncarbonated Beverages in elementary Schools, except that (x) noncarbonated Beverages (except water) must only be served in containers of 12 oz. or less in volume (fruit drinks and frozen slushes, which must contain a minimum of 50% fruit juice, must only be served in containers of 6 oz. or less); and (y) Products other than 100% juice or non-carbonated water may not be served or available to elementary school students anywhere on elementary school campuses throughout the school day until after the end of the last scheduled class. District further represents and warrants that current federal and state regulations place no portion size or serving time restrictions on noncarbonated bottled water on elementary school campuses.

(e) The district will not allow beverages to be sold that are in competition with the soft drink vendor's current product with the exception of the Food Service Department. In the event that the District needs other beverages which cannot be supplied by the soft drink vendor due to packaging and/or statutory mandates, the District shall have the right to purchase these beverages from other sources.

13. Operator will comply with the FMNV guidelines of the Texas Public School Nutritional Policy. If any violation (products found not to be in compliance), operator agrees to pay any fines or penalties.

14. **Definitions.**

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Beverage" or "Beverages" shall mean all nonalcoholic beverages of any kind, but shall not include fresh-brewed unbranded coffee and tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

(c) "Campus" means the entire premises of each and every School and facility owned or operated by District either now or in the future, including without limitation, all elementary, junior high, high, post-secondary and alternative schools, athletic facilities, offices, auxiliary service facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined terms "Schools" and "Stadium" are included within the collective term "Campus."

(d) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(e) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked by Beverage Provider.

(f) "Stadium" shall mean the Pennington Field Football Stadium including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(g) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

15. All District property and facilities are a "drug free zone." No one may use, consume, carry, transport or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The selected vendor, its company, and its employees shall adhere to this policy.
16. Each respondent must give notice to the District if a person, owner or operator of the business has been convicted of a felony. The District may terminate a contract with a selected vendor if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. Vendor accepts full responsibility for adhering to Senate Bill 9 requirements. The vendor shall thoroughly investigate the background of each employee assigned to HEBISD property and shall not assign any employee on a full or part-time basis who has been convicted of a felony or crime involving moral turpitude or any relationship with a child. When personnel are on the campus, there should be no contact or interaction with students.
17. Contract Transfer or assignment of by the Vendor is prohibited
18. If at any time, the selected vendor defaults and/or breaches its performance of any obligations specified in this RFP, the District reserves the right to terminate the contract by giving written notice of default. Unless such default and/or breach is cured within ten (10) days from the date of written notice, the contract shall be automatically terminated.
19. Any product sold by the Child Nutrition Department in the campuses shall not be a part of the contract.
20. The District retains at its discretion any decision regarding vending prices for students or staff. Vendors are requested to propose vending prices for full service. Established machine pricing will be consistent throughout the district. Any increase in machine prices will be approved by and coordinated with the Director of Purchasing only.

21. All items and service must conform to all appropriate local, state, and federal laws, ordinances and regulations.

SPECIFICATIONS

1. MACHINE SPECIFICATIONS

Drink Machines: Must have a minimum of 8 selection bars per machine. Specifications for machine must be submitted with proposal. Smaller drink machines may be required at some locations if requested by the building administrator. Dollar bill validators are required on all drink machines. Machines are to be delamped.

2. INSTALLATION OF MACHINES

The successful vendor will be required to furnish all equipment necessary and install the machines in all HEBISD locations at no additional expense to HEBISD. The vendor will be responsible for all damages to school property caused by the equipment or by vending personnel. The vendor will be responsible for all placing and removal costs. If additional electrical is required, it will be the responsibility of the successful vendor to work with HEBISD staff to get the work performed.

3. SECURITY OF MACHINES

The vendor will be responsible for the security of the machines. No keys will be kept at the buildings.

4. SERVICING OF MACHINES

All machines must have change and have adequate escrow for the day's business. The successful vendor will provide all service for the machines, including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning the commission check to the school. A schedule for removal of money, counting of money and returning the commission check to the school **is required in the proposal document**. A schedule for servicing the machines will be worked out between the building administrator and the successful vendor.

5. PRODUCT QUALITY

All items stocked in the vending machines must be fresh items. No "out-of-date" items will be accepted. The vendor will fully reimburse all locations for all items found to be out of date or of unsatisfactory quality.

6. SERVICE REQUIRED

The successful vendor will be required to place the number of machines requested by each campus. The locations will be as specified by the principal or building administrator. The machines will be delivered on an assigned schedule to be developed by the District and the successful vendor. The vendor will provide to the HEB ISD Purchasing Department a detail of total sales on a monthly basis at each location for each month of the contract. Commissions must be paid to each building administrator by the 10th of the following month. Failure to do so could justify immediate cancellation of the contract.

7. REPAIR OF MACHINES

The machines will be kept clean, repaired and neat in appearance at all times by the vendor. Should a problem occur, the awarded vendor will respond within four working hours of receiving the call. Working hours are from 8:00 a.m. until 4:30 p.m., Monday through Friday, excluding school holidays.

8. PRICING

There must be a 30-day prior written notice to the HEB ISD Purchasing Department for all price increases. All price increases must be justified in writing by raw material and labor cost. Letters from raw material providers and/or labor cost increases will be required. The rate of commission will remain firm for the period of the contract. Any price increase will be negotiated with and agreed to by the Purchasing Director.

9. CHANGE OF MACHINE LOCATION

The vendor agrees to change, add or eliminate machine locations at the request of the campus administrator upon consultation with the building administrator.

10. CONTRACT TERM

A contract will be awarded to the successful offeror on a five-year basis with two (2) mutual options for two (2) year extensions. This contract will begin as soon as logistically possible after June 1, 2016. This contract can be cancelled at any time if service, performance and product specifications are not satisfied or if price changes are not approved by HEB ISD.

INSURANCE REQUIREMENTS

The vendor shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the vendor and Hurst-Euleless-Bedford I. S. D. from claims set forth below which may arise out of, or result from, the operations of the vendor or any sub-contractor. Vendor shall furnish Certificates of Insurance including "Additional Insured" and "Waiver of Subrogation" Endorsements, before vendors product is delivered or installed. Certificates of such insurance shall be subject to approval by Hurst-Euleless-Bedford I. S. D. as to company providing insurance, and manner and adequacy of insurance protection. Vendor shall, during the performance of this Agreement, keep in force the following insurance:

- | | |
|---------------------------------------------------------------|--------------|
| a. Workmen's Compensation | Statutory |
| b. Employer's Liability | \$1,000,000. |
| c. Commercial General Liability | |
| Combined Single Limit (Bodily Injury & Property Damage) | |
| Each Occurrence Limit | \$1,000,000. |
| Personal Injury & Advertising | \$1,000,000. |
| Aggregate Limit | \$2,000,000. |
| Products & Completed Operations | \$2,000,000. |
| d. Comprehensive Automobile Liability (Combined Single Limit) | \$1,000,000. |
| Including Non-Owned & Hire Car Liability | |
| e. Umbrella / Excess Liability Combined Single Limit | \$1,000,000. |

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to Hurst-Euleless-Bedford ISD.

Such policies of insurance shall be written by companies authorized by the State Board of Insurance (Texas) to conduct business in the state and which are satisfactory to Hurst-Euleless-Bedford I. S. D. Vendor shall not commence installation, demonstration or placement of his product under this Agreement until satisfactory evidence of such insurance has been delivered to and approved by Hurst-Euleless-Bedford ISD.

Self-Insurance: A vendor who self-insures for Workers Compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission. The bidder/prospective vendor certifies that he/she possesses such certificate, and shall furnish a copy of the certificate. Vendors who elect to self-insure must furnish the Hurst-Euleless-Bedford I. S. D. a copy of their Certificate of Authority to Self-insure.

Certificate of Insurance with "Additional Insured" & "Waiver of Subrogation" **endorsements** must be presented prior to start of service. Policy must reflect Hurst-Euleless-Bedford ISD, its Officers, Elected Officials, Employees, Representatives or Agents as "Additional Insured" or "co-insured". Certificate must show Hurst-Euleless-Bedford ISD, its Officers, Elected Officials, Employees, Representatives or Agents as an "Additional Insured for Commercial General Liability, Comprehensive Automobile Liability and Umbrella/Excess Liability. Commercial General Liability, Comprehensive Automobile Liability, Umbrella/Excess Liability and Workers' Compensation will include a "Waiver of Subrogation" in favor of Hurst-Euleless-Bedford ISD, Its Officers, Elected Officials, Employees, Representatives or Agents.

The vendor shall either: (1) require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Commercial General Liability, Comprehensive Automobile Liability,

and Umbrella / Excess Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its subcontractors' in its own policy.

All subcontractors hired by vendor must be held to the same conditions and standards as stated above and vendor will maintain all certificates of insurance for such subcontractors. Vendor will furnish such certificates within 10 days upon written or oral request from Hurst-Euless-Bedford ISD.

PROPOSAL BID FORM

Includes all high schools, middle schools, elementary schools, Pennington Stadium and HEB Athletic complex.

Amount of upfront money – HEBISD

\$ _____

Amount of money for each high school activity fund yearly

\$ _____

Amount of money for each junior high activity fund yearly

\$ _____

Amount of money for each elementary school activity fund yearly

\$ _____

Amount of money for Pennington Stadium and HEB Athletic complex activity fund yearly

\$ _____

Other Campus donations – please list

\$ _____

Submit a complete list of products, machine price for each product and commission rates. Include concession supplies (premix-post mix) etc.

Provide the percentage of 12-ounce beverage machine on campus

_____ %

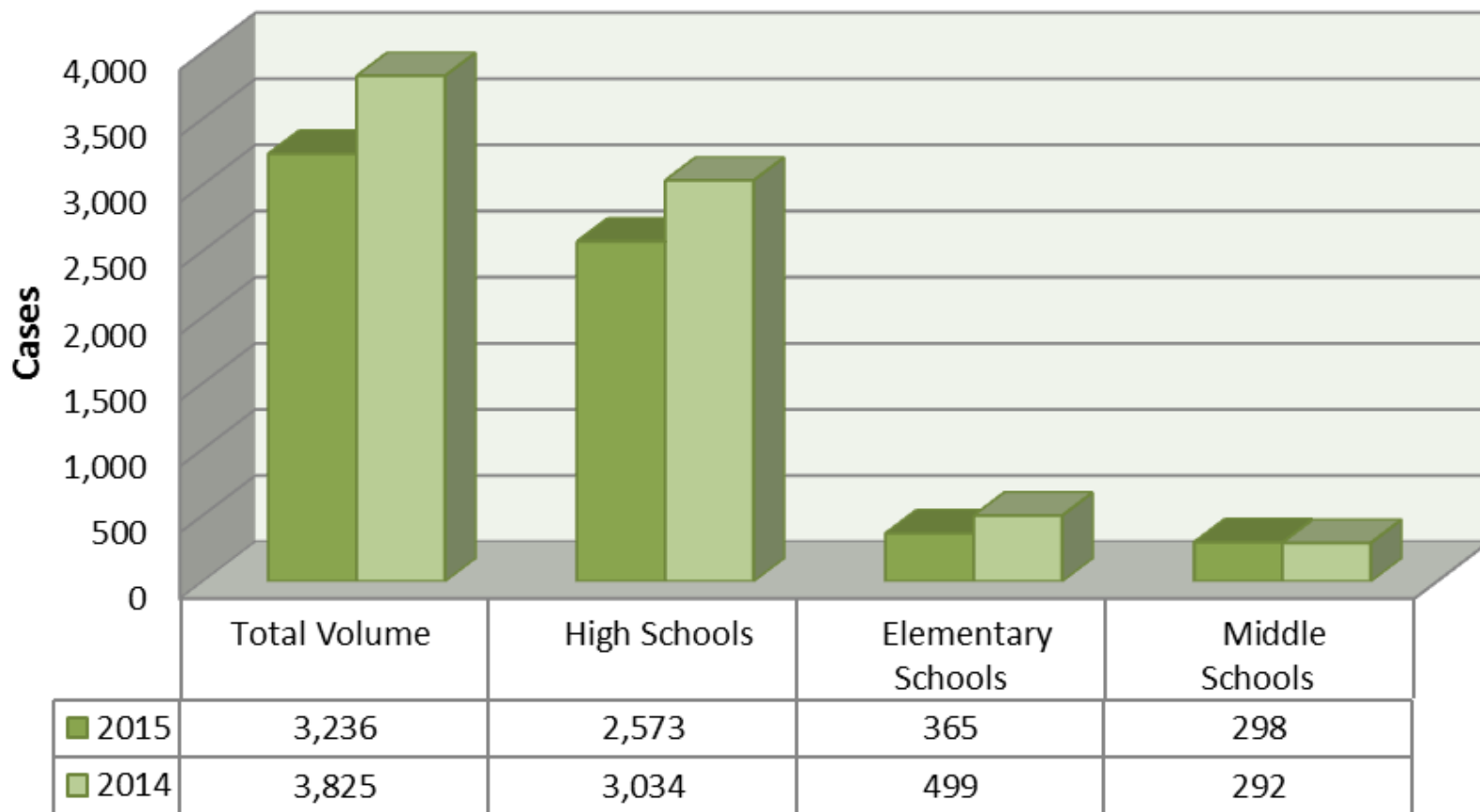
Provide the percentage of 20-ounce beverage machine on campus

_____ %

Please provide a list of yearly allotment of drinks and services that will be provided at no additional cost to the District.

FAILURE TO SUBMIT THIS DOCUMENT WILL BE GROUNDS FOR DISQUALIFICATION.

2014 vs. 2015 Full Year Volume

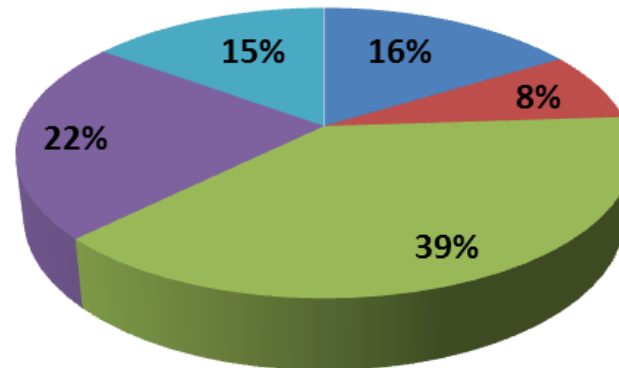


2015 FY Sales % Mix

Category	2015 FY Volume	% Mix
Non-Carb	525	589
Carb	250	112
Water	1,252	1,220
FSV	724	924
Fountain	485	980
Total	3,236 cases	100%

2015 Sales % Mix

■ Non-Carb ■ Carb ■ Water ■ FSV ■ Fountain



Vending Locations

	Name	Address	City	State	Vendor Location
	HEBISD WILSHIRE ELEMENTARY SCHOOL	420 WILSHIRE DR	EULESS	TX	Breakroom
	HEBISD EULESS JR HIGH NON STUDENT	306 AIRPORT FWY	EULESS	TX	Teacher Lounge
	HEBISD LD BELL ATHLETIC STUDENT	1601 BROWN TRL	HURST	TX	Training Hall
	HEBISD LD BELL ATHLETIC STUDENT	1601 BROWN TRL	HURST	TX	Athletic Breakroom
	HEBISD TRINITY HIGH NON STUDENT	500 N INDUSTRIAL BLVD	EULESS	TX	Main Concessions Gatorade
	HEBISD TRINITY HIGH NON STUDENT	500 N INDUSTRIAL BLVD	EULESS	TX	Mailroom by Main Office
	HEBISD LD BELL HIGH NONRESTRICTED	1601 BROWN TRL	HURST	TX	Teachers Lounge
	HEBISD ADMINISTRATION OFFICE NONRES	1849 CENTRAL DR BUILDING A	BEDFORD	TX	Breakroom
	HEBISD BUINGER CTE ACADEMY	1849 CENTRAL DR	BEDFORD	TX	Upstairs Lounge
	HEBISD BUINGER CTE ACADEMY	1849 CENTRAL DR	BEDFORD	TX	1st Floor
	HEBISD CENTRAL JR HIGH NON STUDENT	3191 W PIPELINE RD	EULESS	TX	Teachers Lounge
	HEBISD KEYS LEARNING NON STUDENT	1100 RAIDER DR STE 100	EULESS	TX	Teachers Lounge
	HEBISD KEYS LEARNING NON STUDENT	1100 RAIDER DR STE 100	EULESS	TX	Hallway Gatorade
	HEBISD MEADOW CREEK ELEM NON STUDEN	3001 HARWOOD RD	BEDFORD	TX	Teachers Lounge
	HEBISD BELL MANOR ELEM NON STUDENT	1300 WINCHESTER WAY	BEDFORD	TX	Main Building Hallway
	HEBISD BELL MANOR ELEM NON STUDENT	1300 WINCHESTER WAY	BEDFORD	TX	Teachers Lounge
	HEBISD BEDFORD JR HIGH NON STUDENT	325 CAROLYN DR	BEDFORD	TX	Teachers Lounge
	HEBISD HARWOOD JR HIGH NON STUDENT	3000 MARTIN DRIVE	FORT WORTH	TX	Teachers Lounge
	HEBISD BELLAIRE ELEM NON STUDENT	501 BELLAIRE DR	HURST	TX	Teachers Lounge
	HEBISD WEST HURST ELEMENTARY	501 PRECINCT LINE RD	HURST	TX	Teachers Lounge
	HEBISD STONEGATE ELEM NON STUDENT	900 BEDFORD RD	BEDFORD	TX	Teachers Lounge

Vending Locations

	HEBISD HURST JR HIGH STUDENT	500 HARMON RD	HURST	TX	Teachers Lounge
	HEBISD HURST HILLS ELEM NON STUDENT	525 BILLIE RUTH LN	HURST	TX	Main Hallway
	HEBISD LAKEWOOD ELEM NON STUDENT	1600 Donley Dr	EULESS	TX	Teachers Lounge
	HEBISD NORTH EULESS ELEM NON STUDEN	1101 DENTON DR	EULESS	TX	Café
	HEBISD SPRING GARDEN ELEM NON STUDE	2400 CUMMINGS DR	BEDFORD	TX	Teachers Lounge
	HEBISD SHADY BROOK ELEM NON STUDENT	2601 SHADY BROOK DR	BEDFORD	TX	Teachers Lounge
	HEBISD BEDFORD HEIGHTS ELEM NON STU	1000 CUMMINGS DR	BEDFORD	TX	Teachers Workroom
	HEBISD SHADY OAKS ELEM NON STUDENT	1400 CAVENDER DR	HURST	TX	Teachers Lounge
	HEBISD MIDWAY PARK ELEM NON STUDENT	409 N ECTOR DR	EULESS	TX	Teachers Lounge
	HEBISD OAKWOOD TERRACE ELEM NON STU	700 RANGER ST	EULESS	TX	Teachers Lounge
	HEBISD SOUTH EULESS ELEM NON STUDEN	605 S MAIN ST	EULESS	TX	Teacher Workroom
	HEBISD PAT MAY CENTER NON STUDENT	1849 CENTRAL DR	BEDFORD	TX	Teachers Lounge
	HEBISD RIVER TRAILS ELEMENTARY	8850 ELBE TRL	FORT WORTH	TX	Teachers Lounge
	HEBISD LD BELL HIGH STUDENT	1601 BROWN TRAIL	HURST	TX	Teachers Lounge
	HEBISD LD BELL HIGH STUDENT	1601 BROWN TRAIL	HURST	TX	Patio Gatorade
	HEBISD LD BELL HIGH STUDENT	1601 BROWN TRAIL	HURST	TX	Patio Gatorade
	HEBISD LD BELL HIGH STUDENT	1601 BROWN TRAIL	HURST	TX	Patio East
	HEBISD LD BELL HIGH STUDENT	1601 BROWN TRAIL	HURST	TX	Patio
	HEBISD LD BELL HIGH STUDENT	1601 BROWN TRAIL	HURST	TX	Lobby
	HEBISD TRINITY HIGH STUDENT	500 N INDUSTRIAL BLVD	EULESS	TX	Main Concessions Gatorade
	HEBISD TRINITY HIGH STUDENT	500 N INDUSTRIAL BLVD	EULESS	TX	Main Concessions Gatorade
	HEBISD TRINITY HIGH STUDENT	500 N INDUSTRIAL BLVD	EULESS	TX	North BLDG Gatorade
	HEBISD TRINITY HIGH STUDENT	500 N INDUSTRIAL BLVD	EULESS	TX	North BLDG Gatorade
	HEBISD TRINITY HIGH STUDENT	500 N INDUSTRIAL BLVD	EULESS	TX	Main Concessions Gatorade
	HEBISD HARRISON LANE ELEMENTARY SCH	1000 Harrison Ln	Hurst	TX	Teachers Lounge

FORM A

AFFIDAVIT OF NON COLLUSION

The undersigned certifies that the bid/proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid/proposal is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on the day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ Hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone Number _____

Fax Number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20____

Notary Public in and for the State of

Company Name _____

FORM B**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 9, Section 44.034 of Texas Education Code, 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.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code §22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner’s property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner’s property or other location where students are regularly present. Owner shall determine what constitutes “moral turpitude” or “a location where students are regularly present.”

Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on LISD campuses have been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company Official’s Name (please print or type):

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

Signature of Company Official: _____ Date: _____

B. 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: _____

(Name should be the same as on the affidavit-Form A)

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

Signature of Company Official: _____ Date: _____

FORM C

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature_____

Print Name_____

I certify that _____ is a
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

(City and State)

Signature_____

Print Name_____

FORM D

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. Contractors 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 bidder:

♦ Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§_.36).

Vendor Name: _____

Vendor Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____
(printed)

Signature of Company Official: _____

Date: _____

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

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
-----------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------	-----------------------------------------------------------

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

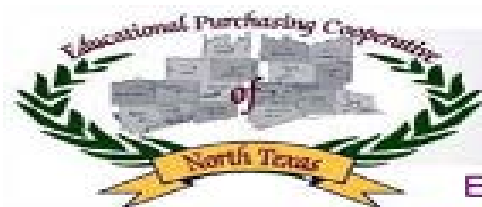
- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

FORM G



EPCNT
Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Hurst-Euless-Bedford 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) checked yes, the following will apply:

Governmental entities utilizing interlocal agreements with the Hurst-Euless-Bedford 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 Hurst-Euless-Bedford Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Hurst-Euless-Bedford 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:

DEVIATION/COMPLIANCE SIGNATURE FORM

FAX NUMBER

[illegible]

Request for Proposal Certification

The undersigned, by signing and executing this proposal, certifies and represents to the Hurst-Euless-Bedford Independent School District that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee's agent or employee of the Hurst-Euless-Bedford Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustees agent or employee of the Hurst-Euless-Bedford Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal. The Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Hurst-Euless-Bedford Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

**FAILURE TO SIGN AND SUBMIT THIS DOCUMENT WILL BE GROUNDS
FOR DISQUALIFICATION.**

Firm Name: _____	Telephone: 1-800 - _____
Address: _____	Or _____
City: _____	Fax: _____
State: _____ Zip: _____	Email _____
_____ (Signature of Person Authorized to Sign Proposal)	Date: _____
Printed Name: _____ (Please print or type)	Title: _____