



**RICHARDSON INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
970 Security Row
Richardson, TX 75081**

Notice to Responders

**Request for Proposal
CATERING SERVICES
Bid # 1387**

Richardson Independent School District (RISD) must receive all bids no later than **1:30 PM CDT, April 7, 2016.** Responses must be submitted in sufficient time to be received and time-stamped at the above location on or before the published bid date and time shown on this RFP. RISD will not be responsible for delayed mail delivery from the post office. Responses received after the published time and date will be considered untimely and will not be considered. Responses will be opened and evaluated upon receipt. Responses must be clearly marked on the outside with the company's name and addressed to:

Richardson Independent School District
Attention: Karen Cargile
970 Security Row
Richardson, TX 75081
Catering Services RFP# 1387

You are representing to Richardson ISD that you are authorized to submit this bid by signing below. **Include this page as a cover to your response.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Official Name (print): _____

Signature of Authorized Official: _____

Title: _____ Date: _____

1. SCOPE AND INTENT

- 1.1. Richardson Independent School District (RISD) is soliciting catering services for meetings, staff development, and holiday events. Most events are morning or afternoon.
- 1.2. Every three (3) years RISD solicits a Request for Proposal (RFP) for Catering Services. When approved by the solicitation process the approved vendors will provide catering service to RISD from June 1, 2016 to May 31, 2019.
- 1.3. The Richardson ISD consists of fifty-five (55) schools and six (6) professional buildings. The district borders are Lookout Dr. to the North, Walnut Hill Lane to the South, Jupiter Road to the East and Preston Road to the West. A list of buildings, by zip code is provided in the "pricing sheet".

2. TIMELINE

Response Due Date	April 7, 2016
Question Deadline	March 28, 2016
Question Response Deadline (Addendum)	March 30, 2016
RISD Board Meeting	June 13, 2016
Start Date	July 1, 2016
Expiration Date	June 30, 2019

3. GENERAL REQUIREMENTS

- 3.1. Before submitting an offer to this solicitation, responders shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.
- 3.2. Vendor(s) should be local and within reasonable driving distance of RISD so that purchases and deliveries can be made quickly and easily.
- 3.3. In order for your company to be considered you must complete and return the following pages of the bid. Failure to do so may result in rejection of RFP.
 - 3.3.1. Signature Sheet
 - 3.3.2. Felony Conviction Page
 - 3.3.3. Conflict of Interest Questionnaire
 - 3.3.4. Interlocal Agreement Clause
 - 3.3.5. FORM A - Catering Services Questionnaire
 - 3.3.6. FORM B - Services Provided Form
 - 3.3.7. FORM C - Locations & Addresses Form
 - 3.3.8. FORM D – Certificate of Residency
 - 3.3.9. FORM E – Criminal History Contractor Certification
 - 3.3.10. FORM F – Minimum Insurance Coverage Requirements
 - 3.3.11. FORM G – RISD School District Addresses Response Form
 - 3.3.12. **The following information must also be included with the RFP:**
- 3.4. EACH LOCATION DELIVERING TO RISD MUST PROVIDE THE FOLLOWING INFORMATION WITH RFP:
 - 3.4.1. The last two (2) Health Inspection Reports
 - 3.4.2. A copy of your Health Department Permit
 - 3.4.3. A copy of your Food Handling Certificate
 - 3.4.4. A copy of a Certificate of Insurance, a Certificate of Authority of Self-Insure or a coverage agreement showing statutory workers compensation insurance
 - 3.4.5. Website or hardcopy of menus and pricing
 - 3.4.6. Signed and dated W-9

3.4.7. **Failure to submit information may result in rejection of the RFP.**

3.5. This RFP will be awarded to multiple vendors located within the area described above. RISD reserves the right to not accept all offers received based on noted criteria utilized for final selection. Vendors in each of the following categories will be selected based on the listed Evaluation Criteria and the responses to the Vendor RFP:

- 3.5.1. Buffets
- 3.5.2. Trays of Donuts, Danish, Bagels, Muffins w/ condiments
- 3.5.3. Fruit, Vegetable, Cheese and Meat Trays
- 3.5.4. Box Lunches
- 3.5.5. Pizzas
- 3.5.6. Deli Sandwiches
- 3.5.7. Cakes
- 3.5.8. Snacks or small meals for student tutoring

3.6. Companies selected through this process will remain on the pre-qualified roster for three (3) years from date of approval. Any company may be rejected on the basis of subsequently discovered information or poor vendor performance.

4. ORDER AND DELIVERY CONDITIONS

4.1. A purchase order must accompany each order as per the District's internal policies: "a Purchase Order is not valid until it has been approved by the centralized Purchasing Department. Any vendor who provides goods and/or services without having a valid purchase order is subject to having payment withheld." (Section 7.3 – Centralized Purchasing Guidelines: AOG).

4.2. After type of service and quantity is determined a purchase order will be faxed or e-mailed to your company or can be picked up at time of delivery. An original invoice with PO number must accompany order which will be submitted immediately to our Accounts Payable Department for payment.

4.3. All responders that have a catering website must provide the website information on Catering Services Questionnaire Form A, Question 8.

4.4. All responders with multiple locations to be included in this agreement must fill out the "Locations & Addresses" sheet for each location.

4.5. All responders must complete all forms listed in Section 3.3 of this document.. Failure to complete these forms may cause your reply to be considered unresponsive. This will enable RISD to place orders at correct locations and make remittance to the correct address.

4.6. The end user schools/departments shall be responsible for scheduling, correct ordering and coordinating the event with the vendor.

5. INVOICES AND STATEMENTS

5.1. The invoices must show purchase order number, school/department catering location, event date, menu item(s) quantity, unit price, extended price, delivery fee, (if applicable) and total amount of invoice. Authorized RISD personnel must sign the invoice. All delivery tickets for catering will be signed by school/department end user for verification.

5.2. Individual monthly statements for each location shall be sent to:

Richardson Independent School District
Account Payable Department

6. PRODUCT QUALITY

- 6.1. Food shall be protected in transit using insulated food transport containers approved by National Sanitation Foundation (**NSF**). Food must be prepared, stored, and transported at the proper temperature according to Texas Food Establishments Rules (**TFER**).
- 6.2. All products shall be freshly prepared. Day old products are unacceptable. Products shall be uniform in size and shape, uniformly sliced, and free of foreign objects. No Alcoholic Beverages are to be offered or served as part of the qualification.

7. CRITERIA FOR SELECTION

- 7.1. As provided in the Texas Education Code 44.031 (b), proposals will be evaluated on the following criteria.

7.1.1.		Pricing (i.e. Delivery Fees or Discounts)
7.1.2.		The reputation of the vendor and of the vendor's goods or services
7.1.3.		The quality of the vendor's goods or services
7.1.4.		The extent to which the goods or services meet the District's needs
7.1.5.		The vendor's past relationship with the District
7.1.6.		The total long-term cost to the District to acquire the vendor's goods or services
7.1.7.		The impact on the ability of the District to comply with laws and rules relating to historically underutilized business
7.1.8.		The vendor or the vendor's ultimate parent company of majority owner has its principal place of business in this state
7.1.9.		The vendor or the vendor's ultimate parent company or majority owner employs at least 500 persons in this state
7.1.1.0		Any other relevant factor or factor's specifically listed in the request for proposal

8. AWARDS

- 8.1. This proposal will be awarded in the best interests of Richardson ISD to the responders who present the best value to the District. RISD reserves the right to accept or reject any and all bids and to waive technicalities and informalities and to be the sole judge of quality and equality. RISD reserves the right to request additional information or conduct interviews. Awards will be based on what, in our opinion is most advantageous to Richardson ISD. Multiple vendors will be awarded so please respond accordingly.
- 8.2. **Please submit any pertinent information with your Questionnaire that you feel will be of benefit.**
- 8.3. Any data that is to be considered as **confidential** in nature must be clearly marked as such by vendor and will be treated as confidential by RISD to the extent allowable by the Open Records Act.

**RFP #1387 CATERING SERVICES
QUESTIONNAIRE
FORM A**

Please complete the following questionnaire. <u>Please print or type response. If responses are illegible response may be considered unresponsive.</u>			
Company Name:			
	RISD QUESTION	YES	NO
1.	Has your company ever done business with Richardson ISD (RISD)?		
2.	Is your company HUB certified		
3.	Will your company accept an RISD Purchase order?		
4.	Is your service pickup only?		
5..	Will your company deliver to a campus or other school facility?		
5a	If yes, is there a delivery fee?		
5b	If yes, what is the delivery fee?	\$	
6.	Is a gratuity automatically added to all orders?		
6a.	If yes, what percent is used to calculate gratuity?	%	
6b.	If no, is there a time when gratuity is automatically applied? (please explain in space below)		
7.	Does this response include other company locations?		
7a.	If multiple locations are eligible, please list on Location & Address form included in this packet.		
8.	Does your company <u>require</u> online ordering?		
8a.	If yes, provide website address below.		
8a..	If yes, can a purchase order be used for online purchasing?		
8b..	If yes, please include process description for online ordering.		

Signature of Company Official

Date

**RFP #1387 CATERING SERVICES
LOCATIONS AND ADDRESSES
FORM C**

Please complete the following information if other locations will be included in this agreement.					
Legal Name					
Doing Business Name:					
Street Address:					
City:		State		Zip Code	
Contact Name:					
Contact Phone:					
Contact Email:					

Legal Name					
Doing Business Name:					
Street Address:					
City:		State		Zip Code	
Contact Name:					
Contact Phone:					
Contact Email:					

Legal Name					
Doing Business Name:					
Street Address:					
City:		State		Zip Code	
Contact Name:					
Contact Phone:					
Contact Email:					

Please add additional sheets as needed for all locations to be included in this proposal

RICHARDSON INDEPENDENT SCHOOL DISTRICT

**CERTIFICATE OF RESIDENCY
FORM D**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Richardson ISD to determine the residency of its offerors. In part, this law reads as follows:

Section 2252.001

(3) "Non-resident bidder" refers to a person who is not a resident

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Name of Company: _____

is, under Section: 2252.001(3) and (4), a:

Resident Bidder _____ **OR Non-resident Bidder** _____ (check one)

My principal place of business under Tex. Gov't Code, Section 22.52.001 (3) and (4), is in the city of _____ in the state of _____

if **NOT** a resident company of the State of Texas, does your company employ 500 or more people within the State of Texas.

Yes _____ **No** _____ (check one)

Name of Company Official (Please print)

Title (Please print)

Signature of Company official

Date

RICHARDSON INDEPENDENT SCHOOL DISTRICT

**CRIMINAL HISTORY CONTRACTOR CERTIFICATION - CONTRACTOR EMPLOYEES
FORM E**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors and Subcontractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

DEFINITIONS

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

Disqualifying criminal history - Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ I certify that (check one):
Contractor/Subcontractor

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

Or

- Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:
- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
 - (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
 - (4) 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.

We request RISD ID badges for the attached list of employees. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Name of Company Official (Please print)

Title (Please print)

Signature of Company official

Date

RICHARDSON INDEPENDENT SCHOOL DISTRICT
MINIMUM INSURANCE COVERAGE REQUIRMENTS
FORM F

The vendor will be responsible to carry and keep in force the following minimum insurance coverage for the duration of the contract/project.

A. Comprehensive General Liability Insurance	
1. Each Occurance Limit	\$1,000,000
2. Medical Expense Limit (any one person)	\$5,000
3. Personal and Advertising Injury Limit	\$1,000,000
4. General Aggregate Limit	\$1,000,000
5. Products/Completed Operations Aggregate Limit	\$1,000,000
6. Fire Damage Limit (each occurrence)	\$50,000
B. Automobile Liability Insurance	
1. Combine Single Limit (each accident)	\$1,000,000
C. Workers Compensation Insurance	Statutory Limits

Liability Insurance shall cover premises operations and vendor's liability, as stated above, with the following endorsements:

1. The school district as an additional insured under all coverage except workers compensation.
2. Thirty (30) day notice of Cancellation or material change.

A copy of a certificate of insurance, a certificate of authority of self-insure issued by the commission, or a coverage agreement (DWC081, DWC082, DWC083, DWC084 or DWC085) showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project/contract.

The vendor shall either:

1. Require each of its sub-contractors to procure and to maintain during the life of the sub-contract, Comprehensive General Liability Insurance, Automobile Liability Insurance and Sub-contractors Workers Compensation Insurance (DWC081, DWC082, DWC083, DWC084 or DWC085) of the type and same amounts as specified above, or
2. Insure the activity of its sub-contractors in its own policy/policies.

If the coverage period shown on the Vendor's current certificate of insurance ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with RISD showing that coverage has been extended.

The Vendor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code agreements, Texas Labor Code 401.022 (44) for all employees of the vendor providing services on the project for its duration.

The Vendor shall post on each project site a notice, in the text form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

Signature on Acknowledgement Page affirms that bidder will supply required certificate of insurance within 10 days of request.

Name of Company Official (Please print)

Title (Please print)

Signature of Company official

Date

**Richardson Independent School District Addresses Response Form
FORM G**

Responders - Please complete store information for every location catering services will be provided.

SCHOOL NAME	SCH. #	STREET	CITY	ZIP	CATERING LOCATION RISD MUST CONTACT TO REQUEST CATERING SERVICES					
					STORE #	ADDRESS	CONTACT PERSON	PHONE	FAX	E-MAIL
O'Henry Elem.	106	4100 Tynes Dr.	Garland	75042						
Big Springs Elem.	133	3301 W. Campbell Rd.	Garland	75044						
Arapaho Elem.	101	1300 Cypress Dr.	Richardson	75080						
Canyon Creek Elem.	102	2100 Cooper Ridge Dr.	Richardson	75080						
Dover Elem.	103	700 Dover Dr.	Richardson	75080						
Greenwood Hills Elem.	104	1313 West Shore Dr.	Richardson	75080						
J.J. Pearce High	64	1600 N. Coit Rd.	Richardson	75080						
Mohawk Elem.	108	1500 Mimosa Dr.	Richardson	75080						
Northrich Elem.	109	1301 Custer Rd.	Richardson	75080						
Prairie Creek Elem.	123	2120 E. Prairie Creek Dr.	Richardson	75080						
R. Heights Elem.	111	101 N. Floyd Rd.	Richardson	75080						
Richardson High	63	1250 Belt Line Rd.	Richardson	75080						
Richardson North Jr.	45	1820 N. Flooyd Rd.	Richardson	75080						
Richardson West Jr.	44	1309 Holly Dr.	Richardson	75080						
Apollo Jr.	50	1600 Apollo Rd.	Richardson	75081						
Berkner High	65	1600 E. Spring Valley Rd.	Richardson	75081						
Christa McAuliffe Learning Center	66	900 S. Greenville Ave.	Richardson	75081						
Dartmouth Elem.	127	417 Dartmouth Ln.	Richardson	75081						
Jess Harben Elem.	129	600 S. Glenville Dr.	Richardson	75081						
Mark Twain Elem.	115	1200 Larkspur Dr.	Richardson	75081						

**Richardson Independent School District Addresses Response Form
FORM G**

Responders - Please complete store information for every location catering services will be provided.

SCHOOL NAME	SCH. #	STREET	CITY	ZIP	CATERING LOCATION RISD MUST CONTACT TO REQUEST CATERING SERVICES					
					STORE #	ADDRESS	CONTACT PERSON	PHONE	FAX	E-MAIL
Math Science Tech. Magnet	142	450 Abrams Rd.	Richardson	75081						
R. Terrace Elem.	112	300 N. Dorothy Ave.	Richardson	75081						
Richland Elem.	130	550 Park Bend	Richardson	75081						
Springridge Elem.	124	1801 E. Spring Valley Rd.	Richardson	75081						
Yale Elem.	131	1900 E. Collins Blvd.	Richardson	75081						
Merriman Park Elem.	134	7101 Winedale Dr.	Dallas	75231						
Lake Highlands Elem.	107	9501 Ferndale Rd.	Dallas	75238						
Lake Highlands Freshmen Center	52	10200 White Rock Trail	Dallas	75238						
Lake Highlands High	62	9449 Church Rd.	Dallas	75238						
Lake Highlands Jr.	42	10331 Kingsley Rd.	Dallas	75238						
Northlake Elem.	121	10059 Ravensway	Dallas	75238						
Wallace Elem.	116	9921 Kirkhaven Dr.	Dallas	75238						
White Rock Elem.	117	9229 Chiswell Rd.	Dallas	75238						
Carolyn Bukhair Elem.	145	13900 Maham	Dallas	75240						
Dobie Elem.	119	14040 Rolling Hills Ln.	Dallas	75240						
Northwood Hills Elem.	110	14532 Meandering Way	Dallas	75240						
R.I.S.D. Academy	137	13630 Coit Rd.	Dallas	75240						
Spring Vallley Elem.	113	13535 Spring Grove Ave.	Dallas	75240						
Aikin Elem.	135	12300 Pleasant Valley Dr.	Dallas	75243						
Audelia Creek Elem	144	12600 Audelia Road	Dallas	75243						

**Richardson Independent School District Addresses Response Form
FORM G**

Responders - Please complete store information for every location catering services will be provided.

SCHOOL NAME	SCH. #	STREET	CITY	ZIP	CATERING LOCATION RISD MUST CONTACT TO REQUEST CATERING SERVICES					
					STORE #	ADDRESS	CONTACT PERSON	PHONE	FAX	E-MAIL
Forest Lane Academy	143	9663 Forest Lane	Dallas	75243						
Forest Meadow Jr.	47	9373 Whitehurst Dr.	Dallas	75243						
Forestridge Elem.	120	10330 Bunchberry Dr.	Dallas	75243						
Hamilton Park Elem.	105	8301 Towns St.	Dallas	75243						
Liberty Jr.	49	10330 Lawler Rd.	Dallas	75243						
Moss Haven Elem.	132	9202 Moss Farm Ln.	Dallas	75243						
Skyview Elem.	126	9229 Meadowknoll Dr.	Dallas	75243						
Stults Elem.	114	8700 Stults Rd.	Dallas	75243						
Thurgood Marshall Elem	146	9663 Ferris Branch Blvd.	Dallas	75243						
Bowie Elem.	122	7643 LaManga Dr.	Dallas	75248						
Brentfield Elem.	128	6767 Brentfield Dr.	Dallas	75248						
Parkhill Jr.	51	16500 Shadybank Dr.	Dallas	75248						
Prestonwood Elem.	125	6525 LaCosa Dr.	Dallas	75248						
Spring Creek Elem.	118	7667 Roundrock Rd.	Dallas	75248						
Westwood Jr.	48	7630 Arapaho Rd.	Dallas	75248						
RISD Office Bldg.		Address	City	Zip						
Administration Bldg		400 S. Greenville Ave	Richardson	75081						
Admin. Annex Bldg		400 S. Greenville Ave	Richardson	75081						
Business Services		970 Security Row	Richardson	75081						
Professional Development Center		701 West Belt Line Rd.	Richardson	75080						

**Richardson Independent School District Addresses Response Form
FORM G**

Responders - Please complete store information for every location catering services will be provided.

SCHOOL NAME	SCH. #	STREET	CITY	ZIP	CATERING LOCATION RISD MUST CONTACT TO REQUEST CATERING SERVICES					
					STORE #	ADDRESS	CONTACT PERSON	PHONE	FAX	E-MAIL
Newcomer Center		1231 West Belt Line Rd.	Richardson	75080						
Skyview Elementary Annex		9479 Whitehurst Dr.	Dallas	75243						

RICHARDSON INDEPENDENT SCHOOL DISTRICT
Richardson, Texas 75081

GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL

NON-CONSTRUCTION

THESE GENERAL STIPULATIONS AND CONDITIONS SHALL REFER TO EDUCATION CODE
SUBCHAPTER B. – PURCHASES; CONTRACTS

IF THERE ARE CONTRADICTIONS BETWEEN THE GENERAL STIPULATIONS AND
CONDITIONS OF BID/ PROPOSAL AND THE SPECIFICATIONS, WRITTEN OR VERBAL, THE
GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL SHALL CONTROL.

I. INVITATION TO BID:

Richardson Independent School District invites all interested and qualified Bidders to bid on all proposals in accordance with directions available in the Purchasing Department, 970 Security Row, Richardson, Texas. 75081.

- A. For the purpose and clarity of this document only, the word “District” will herein mean the Richardson Independent School District and/or the Board of Trustees of Richardson, Dallas County, Texas. As used herein, the word “Bidder” means any reliable person, entity, broker, vendor, contractor, and/or manufacturer who wants to bid this contract or submit a proposal in response to a request for catalog offer or request for proposal. The term “Bid” refers to all bids, responses, proposals submitted hereunder.
- B. Cash discount will be taken into consideration in determining a contract award. All Bid responses must be quoted with net pricing.
- C. The District will receive sealed proposals and or sealed bids until date and time indicated on the Bid cover. Bids must be delivered to the RISD Purchasing office. Whenever the specifications indicate a product of a particular manufacturer, model or brand in the absence of any statement to the contrary by the Bidder, the Bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories, qualities, etc., enumerated in the detailed specifications.
- D. Where a lump sum Bid is provided for, unit prices for each item shall be included for accounting purposes. If quantities are increased or decreased as provided for in the “Annulments and Reservations” section, the unit prices inserted in a lump sum Bid should be consistent with the total amount quoted for the lumps sum Bid, since the lump sum Bid total will be increased or decreased by the product of the quantity of the increases or decreases multiplied by the unit prices for the item affected.
- E. All materials, supplies, copyrighted materials, furniture, and equipment for the District shall be delivered F.O.B. Destination freight prepaid and allowed.
- F. RISD will give preference to materials, supplies, and provisions produced, manufactured, or grown locally, provided such items are equal to articles offered by competitors outside of the local area.

10/2/2015

II. ANNULMENTS AND RESERVATIONS:

- A. The District reserves the right to reject Bids for any and all of the items, and/or to waive technical defects, if in its judgment, the interest of the District shall so require.
- B. The Director of Purchasing reserves the right to increase or decrease the given quantity plus or minus fifteen percent (15%). In the event quantities are increased or decreased, the amount added or deducted shall be based upon unit prices quoted.
- C. The District also reserves the right to annul any contract, if it determines at its sole discretion that the Bidder has failed at any time, to perform faithfully any contract requirements or, in the case of any willful attempt to impose upon the District, materials, products, and/or work inferior to that required by District, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the District to the damages for the breach of any covenant of the contract by the Bidder.

III. BID PREPARATION, SPECIFICATIONS SHEET, AND BID OPENING:

- A. An authorized representative of the Bidder must sign all Bids. It is the intent of this bid offer that should a given bid/bids be accepted, it will automatically become a part of a binding contract. Bidders shall list their bids on the appropriate attached sheets, which show the schedule of items to be purchased. Each Bidder may attach a letter of explanation to their bid to explain any information pertaining to the Bid/Bids.
- B. *PROPRIETARY INFORMATION* – Any information in your bid or proposal that is of a proprietary nature should be clearly and specifically identified. Such identification shall not limit the District's right to use such information if it is obtained from another source, or if it comes into the public domain.
- C. At the time of the Bid opening (as specified on the front cover, RISD Purchasing Department webpage and or newspaper ad), the responsible Buyer, or his/her delegated support staff member, shall open and record all Bids received per requirements noted in Texas Education code 44.031. Sufficient time will be allotted to analyze all Bids received and the final recommendations shall be prepared for District review and approval. Upon District approval, the Bidders shall be notified either by mail, telephone, or purchase order of any award/awards.
- D. Wherever the District indicates the unit of measure required for bidding purposes, the District may not recalculate the vendor's price if it is based on a different unit of measure than that indicated in any contract.

IV. BILLING AND PAYMENT/DISCOUNTING:

- A. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted).

All invoices shall be forwarded to:

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
ATTENTION ACCOUNTS PAYABLE DEPARTMENT
970 SECURITY ROW
RICHARDSON, TEXAS 75081**

- B. Invoices will be returned for correction unless they contain the following information: Item numbers; Description of Item; Quantity; Unit Price Extensions and Total. Each invoice shall carry the Purchase Order Number of the District. The original and one copy shall be forwarded to the office listed above.
- C. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. The District does not pay partial payments. If we are invoiced for items that are not physically received, we must receive either a corrected invoice with the items removed or a credit memo to offset the charges for the non-received goods.
- D. The Bidders that request prompt payment of bills shall send signed delivery tickets with the invoice to facilitate expedited payment.
- E. Delivery shall be FOB Destination Freight Prepaid and allowed to each individual location as noted on the Purchase Order. The District will not pay freight bills sent collect.
- F. The District's standard terms for payment are Net 30 days. All discounts, including prompt payment, shall be included in bid price.

V. BONDING:

Certain formal bids and or proposals will require bonding and shall be indicated in the scope of work and or minimum specifications.

VI. COLLUSION:

All Bidders shall sign the appropriate certification as provided on the signature sheet. The District may reject any Bid that does not include the required certification.

VII. COMPLIANCE WITH SPECIFICATIONS AND PURCHASER'S RIGHT OF SELECTION:

- A. The Bidder shall abide and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.
- B. The District reserves the right to reject any or all Bids that comply with these specifications, or to accept a higher bid that complies, when, in the judgment of the District, such Bid offers additional value or function, which justifies the difference in price.

VIII. DEVIATIONS FROM SPECIFICATIONS:

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All deviations from the specifications must be specified in writing by the Bidder, at the time the formal bid is submitted. The absence of a written list of requested deviations or exceptions when the Bid is submitted will hold the Bidder strictly accountable to the District to the specification or requirement as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered. The District reserves the right to reject or modify any requested exception or deviation. Excessive exceptions may result in disqualification of a bid.

IX. ERRORS IN BIDS: RELIEF OF BIDS:

Bidders or their authorized representatives shall fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. If a Bidder makes errors in extension of prices in a Bid, the unit price shall govern at the discretion of the Director of Purchasing.

X. GUARANTEE:

The Bidder shall unconditionally guarantee the materials and workmanship of all merchandise furnished under Bid for a period of one year or longer from date of acceptance of the items delivered and installed unless a different time period is required under the Bid specifications. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the District is due to the faulty design and installation, workmanship or materials, upon notification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the District. These repairs, replacements or adjustments shall be made only at such times as will be designated by the District to cause the least disruption.

XI. INTENT AND LIMIT OF CONTRACT

- A. These specifications are intended to cover the various types of purchases of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, administrative facilities, or to any designated warehouse or warehouses in Richardson Independent School District, whichever if specified, in quantities to be determined subsequent to the bid opening. There are 55 campuses in the District, most in the city of Richardson with portions in the cities of Dallas and Garland. Including administration and support, RISD maintains 70 facilities covering more than 6 million square feet with 35 million square feet of grounds.
- B. It is understood that under the terms and conditions of this bid offer, the District reserves the right to purchase any of the listed materials, supplies or services at bid prices submitted provided that it shall be optional on the part of either party to terminate this contract at the expiration of twelve months from the beginning date of any contract period upon notice in writing to the other party to any contract no less than 30 days prior to the expiration of the twelve month period. This will be the only opportunity for cancellation of this contract, except for extenuating causes.

XII. “OR EQUAL” INTERPRETATION CLAUSE:

- A. Any time a particular manufacturer’s name or brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on

XII. “OR EQUAL” INTERPRETATION CLAUSE (continued):

the equal quality product of other manufacturers. On all such Bids, the Bidder shall indicate clearly the product on which it is bidding, and shall supply sufficient data, on its own letterhead, to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

- B. Catalog cuts and descriptive data shall be attached to the original copy of the Bid, where applicable. Whenever the specifications indicate a product of a particular manufacturer, model, or brand, and in the absence of any written statement to the contrary by the Bidder, the Bid shall be interpreted as being for the exact brand, model or manufacturer specified, together with all the accessories, qualities, etc., enumerated in detailed specifications. (See VIII.)

Failure to submit the above information may result in rejection of bid.

XIII. PACKING AND DELIVERY:

- A. All materials must be securely packed for proper protection and in quantities to be determined by the District’s Director of Purchasing.
- B. All materials delivered pursuant to this bid offer shall be packed in a substantial manner in accordance with accepted trade practice. No charges may be made over and above the bid price for packaging. Complete deliveries must be made by the successful vendor to the designated location as indicated on Bid cover and/or purchase order after issuance of purchase orders by the District. A packing slip and/or delivery ticket shall be included in each shipment. Each ticket shall contain the following information for each item delivered: Purchase Order Number, Item Description, Item Number, Quantity, and Vendor Name.
- C. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods or services awarded and ordered.
- D. All package materials shall be clearly and plainly marked. Example:

To: Richardson Independent School District,
Department: [state department]
Address: [address of department]
Purchase Order Number: [PO #]

XIV. SAFETY REQUIREMENTS:

The Bidder/vendor shall provide all equipment, machinery and chemicals furnished and delivered to the District in compliance with the Safety Regulations as required by OSHA.

XV. SAMPLES: CATALOGS: CATALOG CUTS:

- A. When requested, a sample, properly tagged, shall be submitted by each Bidder before the time of the Bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the Bid number.
- B. The District will not be responsible for any samples that a Bidder has not picked up within 30 days after being notified that the sample is no longer needed. Samples may be retained by the District until Bidders are notified to remove them. Bidders agree that the District will incur no liability for samples that are damaged, destroyed or consumed in the testing processes. Samples requested are to be delivered as noted and designated per the particular solicitation.

XVI. SIGNATURE TO BIDS:

Each Bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and contract, including Notice of Award, and Purchase Order, will be mailed or delivered to the address shown on the Bid in the absence of written instructions from the Bidder to the contrary.

XVII. TAXES:

- A. The District is exempt from the payment of the Texas Sales Tax. Exemption Certificates for the Federal Excise Tax may be furnished upon request.
- B. Prices quoted shall not include federal excise or state sales and use taxes.
- C. The District's Tax Identification Number is 1-75-6002311-5.

XVIII. DELIVERY:

- A. All deliveries shall be made during the hours of 8:00 a.m. and 3:00 p.m. on all regularly scheduled school days, except where otherwise noted by Purchasing Department.
- B. All deliveries shall be made inside school buildings, warehouse, offices, etc., and special instruction for date of delivery shall be included in the general specifications.
- C. Special instructions may be indicated by the District in the specifications for exact time, date and delivery locations for particular equipment and machinery (heavy or otherwise) which are to be erected, set-up and installed.
- D. Materials delivered and received centrally will be accepted by motor freight.

**SIGNATURE SHEET AND
ANTITRUST CERTIFICATION STATEMENT
(Texas Gov't Code § 2155.005)**

My signature below confirms that I:

1. propose to furnish, package, mark, and deliver to the Richardson Independent School District, the supplies, materials or equipment as required in the accompanying specifications, and at the unit price indicated;
2. certify that this firm is an equal opportunity employer and that all employment decisions are made without regard to the color, race, sex, national origin, religion, age, or disability status of otherwise qualified individuals; and
3. certify that all material and equipment bid by this firm and to be supplied to the Richardson Independent School District meets all safety and health standards as prescribed by the rules and regulations of the Occupational Safety and Health Act (OSHA).

My signature below affirms under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership, or individual (Company) listed below;
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

COMPANY NAME: _____

BIDDER'S SIGNATURE: _____

Title: _____

COMPANY OFFICIAL
AUTHORIZING BID: _____

Title: _____

DATE SIGNED: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

TERMS: _____

Complete and return with proposal

RICHARDSON INDEPENDENT SCHOOL DISTRICT

STATEMENT OF EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Richardson Independent School District is committed to fair and equal competition among all vendors. It is the policy of the Richardson ISD to encourage participation in the competitive bid process by all interested parties. The Richardson ISD does not discriminate against any otherwise qualified vendor because of the vendor's race, color, national origin, age, religion, sex, or disability.

INTERLOCAL AGREEMENT CLAUSE

Richardson ISD is a participating member of the Collin County Governmental Purchasers Forum (CCGPF) and Educational Purchasing Cooperative of North Texas (EPCNT). As such the Richardson ISD has executed Interlocal Agreements, as permitted under Chapter 791 of the Government Code with certain other governmental entities in CCGPF and EPCNT authorizing participation in a cooperative purchasing program.

Several governmental entities in proximity to the Richardson 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 apply?

_____ Yes _____ No

If you (the Vendor) checked yes, the following will apply.

Governmental entities utilizing Internal Governmental contracts with the Richardson 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 made by a governmental entity other than Richardson Independent School District will be billed directly to that governmental its own material/service as needed.

Please advise the following:

How did you learn of the Request for Bid/Proposal? (Check all that apply):

- _____ District website
- _____ Newspaper ad
- _____ Demandstar
- _____ Other, specify source _____

PLEASE RESPOND AND RETURN WITH BID/PROPOSAL

#

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS**

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
 - (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.
- (c) For any subcontract at any tier expected to equal or exceed \$25,000:
- (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
 - (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

10/2/2015

II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

- (a) Offeror must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.
- (b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror 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 Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror 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 Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” Offeror’s violation of this section shall constitute a substantial failure.
- (c) If the Offeror 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.

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

SIGNATURE OF OFFEROR: _____ **DATE:** _____

PRINTED/TYPED NAME OF OFFEROR: _____

COMPANY NAME: _____ **TEL#:** _____

Complete and return with sealed bid or proposal.

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

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

Effective January 1, 2006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. RISD will post the completed questionnaires on its website.

The Conflict of Interest Questionnaire must be filed:

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

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your bid/proposal to the following address:

Richardson Independent School District
Attn: Purchasing Department
970 Security Row
Richardson, Texas 75081

The Local Government Officers of the Richardson Independent School District are:

Board of Trustees: Kim Caston
 Kristin Kuhne
 Justin Bono
 Kris Oliver
 Jean Bono
 Lanet Greenhaw
 Erin Linn

Superintendent: Kay Waggoner, Ph.D.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.