



**CROWLEY**  
INDEPENDENT SCHOOL DISTRICT

512 Peach Street  
Crowley, TX 76036-0688  
817-297-5800  
[www.crowleyisdtx.org](http://www.crowleyisdtx.org)

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# Request for Proposal

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## Catering & Food Delivery Services RFP-2019-2022

Prepared By:

Crowley Independent School District

512 Peach Street

Crowley, TX 76036

**CROWLEY INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR PROPOSALS (RFP)**

**RFP Title: Catering & Food Delivery Services RFP-2019-2022**

**Due Date: May 10, 2019**

**Prior to: 2pm**

Sealed proposals will be received in accordance with the attached specifications. The sealed envelope containing your proposal should be **plainly marked with the RFP title, opening/due date and time**. Prices will not be read nor disclosed in any other manner until award is made. Proposal offer must remain valid for at least 180 days. **Late proposals WILL NOT be accepted. Faxed or Email copies will not be accepted.**

**Mail or deliver one (1) copy of the RFP to:**

Crowley Independent School District  
Attn: Nadia Powers – Director of Purchasing  
512 Peach Street  
Crowley, Texas 76036

All questions **must be submitted in writing** (email preferred) and received prior to RFP closing date. **No verbal responses will be provided.** Please address all questions to:

***Nadia Powers***

[nadia.powers@crowley.k12.tx.us](mailto:nadia.powers@crowley.k12.tx.us)

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

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

## INSTRUCTIONS TO PROPOSERS

1. The Proposer is strongly encouraged to read the entire Proposal document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of proposal.
2. Proposals must be received in the Purchasing Department office **prior to** the hour and date specified in the proposal document or any subsequent Addenda. No other published dates will be binding. **LATE PROPOSALS WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail or facsimile transmitted proposals will be considered.
3. Sealed proposals shall be mailed or otherwise delivered to the following address:

Crowley Independent School District  
Attention: Nadia Powers  
Director of Purchasing  
512 Peach Street  
Crowley, Texas 76036

4. All questions regarding this invitation **must be submitted in writing** (email preferred) to Nadia Powers (Nadia.powers@crowley.k12.tx.us). Requests for information/interpretation must be received before the RFP closing date. Only questions answered by formal written addenda will be binding.
5. All Proposers must execute the forms enclosed (or otherwise requested herein) for the proposal to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required herein must be included with the Proposal. Failure to provide complete and accurate information may disqualify the proposer.
6. It is the policy of the Crowley 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.
7. In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this Proposal is released until the award.
8. This proposal is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Crowley Independent School District, is at any time while the proposal is in effect, an employee of any other party to the proposal in any capacity or a consultant to any other party of the proposal with respect to the subject matter of the proposal.
9. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.
10. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- A. Any offense against a child
  - B. Any sex offense
  - C. Any crimes against persons involving weapons or violence
  - D. Any felony offense involving controlled substances
  - E. Any felony offense against property
  - F. Any other offense the District believes might compromise the safety of students, staff, or property
11. All contractors, subcontractors and their employees must submit to the Crowley ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful proposer before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, [www.txdps.state.tx.us](http://www.txdps.state.tx.us) by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.
12. Use or possession of weapons, fire arms, tobacco, alcohol beverages, controlled substances, and/or drugs, even in vehicles, is strictly prohibited on school district property. Any harassment of employees, students, or volunteers is also strictly prohibited.

**(This space left blank intentionally)**

## GENERAL CONDITIONS

In submitting a proposal, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements or purchase orders relating to this proposal between the vendor and the Crowley Independent School District. By submitting a proposal, each proposer agrees to waive any claim it has or may have against the Crowley Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal documents; acceptance or rejection of any Proposals; and award of Contracts, if any.

### 1. WITHDRAWING PROPOSALS

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

RFPs cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by proposer or his/her authorized agent in person. Email and fax alterations are not allowable.

### 2. CONSIDERATION OF PROPOSALS

**Proposals must be signed, sealed and delivered to the Crowley Independent School District Purchasing Department PRIOR TO the proposal due date and time. Unsigned, unsealed or late proposals will not be considered.**

The Crowley Independent School District Board of Trustees reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise for new RFPs, or proceed to do the work otherwise in the best interests of the District.

### 3. IRREGULAR PROPOSALS

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

### 4. REJECTION OF PROPOSALS

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

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

## 5. DISQUALIFICATION OF PROPOSERS

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

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

## 6. CONFIDENTIAL OR PROPRIETARY MARKINGS

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

## 7. TERMS OF PAYMENT

Terms of payment to the successful Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item.

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

The original invoice should be mailed to:

Crowley Independent School District  
ATTN: Accounts Payable  
P.O. Box 688  
Crowley, Texas 76036

## 8. TAX EXEMPT STATUS

The Crowley Independent School District is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN PROPOSAL PRICES.** Excise Tax Exemption Certificate will be furnished upon request. CISD Federal ID Number is 75-1247307.

## **9. RIGHTS TO INSPECT AND AUDIT**

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

## **10. VENDOR RESPONSIBILITIES**

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

## **11. ASSIGNMENT**

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

## **12. TERMINATION OF WORK FOR DISTRICT CONVENIENCE**

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

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

## **13. DEFAULT AND REMEDIES**

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

#### **14. GRATUITIES**

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

#### **15. JURISDICTION**

The Contract resulting from this proposal shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in state courts in Tarrant County, Texas.

#### **16. NOTICE OF DELAYS**

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

#### **17. FORCE MAJEURE**

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

#### **18. PERFORMANCE OF SERVICES**

- A. The scope of this proposal and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the service actually may be less than or greater than projected.
- B. Proposer warrants that all service will be of the type and quality specified, and the District may reject and/or DJ service that falls below the quality required in the specifications.



- C. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek services from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the proposal price.
- D. All services performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Proposal.
- E. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the services performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.
- F. Failure of Vendor to fully comply with the terms and provisions of this Proposal shall constitute grounds for declaring the Vendor in default.

## **19. PRICE WARRANTY**

The price to be paid by the District shall be that contained in Vendor's proposal which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this proposal for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others. Or in the alternative, the District may cancel the contract without liability to Vendor for breach of Vendor's actual expense.

## **20. INDEMNIFICATION AND HOLD HARMLESS**

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

## **21. PRICE INCREASES**

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

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## **INDEMNIFICATION/LIABILITIES**

1. **Infringement(s)**: The successful vendor will be expected to indemnify and hold harmless the Crowley ISD and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.
2. **Acts or Omissions**: The successful vendor will be expected to indemnify and hold harmless the Crowley ISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Crowley ISD and the vendor.
3. **NOTICE**: The Crowley ISD is a Texas Political Subdivision and a local governmental entity; therefore, it might not be permitted or authorized by Texas law to indemnify other persons or entities. Any contract made or entered into by the Crowley ISD is subject to and is to be governed by Section 271.151 *et seq*, Tex Loc Gov't Code. Otherwise, Crowley ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

### **Insurance and Fingerprint Requirements**

If applicable to this procurement and your staff will be on Crowley ISD premises for delivery, training or installation, etc. and/or with an automobile, the following insurance provisions must be followed. See attached "Insurance and Indemnity Provisions" if applicable.

Your insurance agent should be able to assist you as it is standard business practice for vendors/contractors to public entities.

If vendor's staff will be on a school site where student will be present, vendor must comply with Texas Education Code Chapter 22. See attached. This is required for all Texas Public Schools. If your staff will not be on campus when students are present, you MAY not have covered employees. Crowley ISD recommends all vendors consult their legal counsel for guidance in compliance with this law.

If you have questions on how to comply, see below.

If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District. Texas DPS phone # is 512-424-2474.

The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>.

## RFP RESPONSE FORM

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

### SUBMITTED BY:

Firm: \_\_\_\_\_  
(OFFICIAL Firm Name) ***MUST BE SIGNED IN INK TO BE  
CONSIDERED RESPONSIVE***

By: \_\_\_\_\_  
(Original Signature)

Name \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Type or Printed Title)

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

City/ST/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Taxpayer Identification #: \_\_\_\_\_ ***NOTE: Submit copy of Bidder's/  
Proposer's current W-9 Form***

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ Days

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

Addendum No. 1	_____	Addendum No. 3	_____
Addendum No. 2	_____	Addendum No. 4	_____

## DEVIATION/COMPLIANCE SIGNATURE FORM

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

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

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

Phone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

- ☐ No Deviation
- ☐ Yes Deviations

<div style="display: flex; justify-content: space-between;"><div style="width: 50%;"><i><b>Signature of Bidder/Proposer</b></i></div><div style="width: 45%;"><i><b>Date Signed</b></i></div></div>

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

## RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

### Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident (of the State of Texas).

### Section 2252.001(4)

“Resident bidder” means a bidder 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.

I certify that \_\_\_\_\_ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

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

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

.....

I certify that \_\_\_\_\_ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: \_\_\_\_\_

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

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

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor’s ultimate parent company or majority owner  
employ at least 500 persons in Texas?

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

## DEBARMENT OR SUSPENSION CERTIFICATION FORM

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and signing this certificate, this bidder/proposer:

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

Firm’s Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Authorized Company Official’s Name: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Representative: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized Company  
Official: \_\_\_\_\_

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

## REFERENCES

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Description of project or work completed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Certification of Regarding Lobbying**

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewable, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Reporting Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Name / Address of Organization

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Name / Title of Submitting Official

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Signature

---

Date



## **Clean Air and Water Act Compliance**

I, the vendor, follow the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Name of Company\_\_\_\_\_

Address of Company\_\_\_\_\_

Title of Submitting Official\_\_\_\_\_

Signature\_\_\_\_\_

## House Bill 89 VERIFICATION

I, \_\_\_\_\_ the undersigned representative of  
\_\_\_\_\_ Company or Business name  
(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that  
the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter  
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named  
Company, business or individual with the Fort Worth Independent School District.

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
Date

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

## HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

### COMPLIANCE GUIDELINES & FORMS

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

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

#### AFFIRMATION

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

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

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

**Nadia Powers**

[Nadia.powers@crowley.k12.tx.us](mailto:Nadia.powers@crowley.k12.tx.us)

Solicitation # (from page 1) :			
Solicitation Title (from page 1) :			
Prime Vendor / Contractor Name:			
Prime Vendor / Contractor Address :			
	City:	State:	Zip:

Contact Person :		Phone:	Email:
Signature :			

## SUMMARY OF UTILIZATION

### HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

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

- Pass through operations conflicts with the primary purpose of competitive procurement which is to drive costs down.
- ◆ The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
- ◆ The District's HUB participation expectation is **25%** utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications or revisions to the original contract.
- ◆ The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
- ◆ Failure to be certified as a HUB does not preclude a firm from participating in the District's contracting and purchasing activities.
- ◆ All District bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
- ◆ Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
- ◆ The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
- ◆ The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
- ◆ Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, and termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
- ◆ The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records and accounts to authorized officials of the District, state or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.

PLEASE PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

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

☐ Yes - Complete section A, questions 2 and 3.

☐ No - Complete questions 2 and 3.

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

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

☐ Yes – Go to question 3.

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

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

☐ Yes - Complete Sections B, D and E.

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



*HUB Evaluation  
Points / Percentage Matrix*

<p>Is the Prime a HUB? Yes</p> <p>Is the Sub a HUB? Yes</p> <p>● 10 points or 10 %</p>	<p>Is the Prime a HUB? No</p> <p>Is the Sub a HUB? Yes</p> <p>● 7 points or 7 %</p>
<p>Is the Prime a HUB? Yes</p> <p>Is the Sub a HUB? No</p> <p>● 4 points or 4 %</p>	<p>Is the Prime a HUB? No</p> <p>Is the Sub a HUB? No</p> <p>● 0 points or 0 %</p>

Section B.

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

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

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

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

**Section D. Past Performance with the CISD HUB Program**

List HUB/M/WBE subcontractors that were utilized on previous CISD projects.

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

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

## **Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to 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 \_\_\_\_\_ ("Contractor"), I certify that

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

**Or**

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

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify 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.

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

Company name \_\_\_\_\_

Printed name of Company Representative: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **INSURANCE AND INDEMNITY PROVISIONS**

**If more restrictive requirements are within the project specifications, most restrictive requirements control.**

- A. Prior to approval of this contract/agreement by CISD, the vendor shall furnish a completed Standard Certificate of Insurance to the Director of Purchasing, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CISD shall have no duty to pay or perform under this contract or agreement until such certificate shall have been delivered to the Director of Purchasing, and no officer or employee shall have authority to waive this requirement.
- B. CISD reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance requirements and their limits when deemed necessary and prudent by the Director of Purchasing based upon changes in statutory law, court decisions, or the claims history of the industry as well as the VENDOR.
- C. A vendor's financial responsibility is of interest to CISD; therefore, subject to the vendor's right to maintain reasonable deductibles in such amounts as are approved by CISD, the VENDOR shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at the vendor's sole expense, insurance coverage written by admitted carriers authorized or approved to do business by the State of Texas and otherwise acceptable to CISD, in the following types and amounts:

<b>TYPE</b>	<b>Amount</b>
1. Workers' Compensation Employer's Liability	Statutory \$100,000/500,000/100,000
2. Commercial General (public) Liability Insurance to include coverage for the following:	
a. Premises operations	Combined Single Limit
b. Independent contractors	Bodily Injury and
c. Products/completed operations	Property Damage of
d. Personal injury	\$1,000,000 per occurrence
e. Contractual liability	or its equivalent
3. Business Automobile Liability	Combined Single Limit
a. Owned/leased vehicle	Bodily Injury and
b. Non-owned vehicles	Property Damage of
c. Hired vehicles	\$100,000 per occurrence or its equivalent
D. CISD shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CISD.	
E. The vendor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:	
1. Name the CISD and its Board members, officers, employees, student teachers, volunteers, and elected representatives as additional insured's, (as the interests of each insured may appear) as to all applicable coverage;	
2. Provide for 30 days notice to CISD for cancellation, non-renewal, or material change;	
3. Provide for an endorsement that the "other insurance" clause shall not apply to the Crowley ISD where CISD is an additional insured shown on the policy;	
4. Provide for notice to CISD at the address shown below by registered mail;	

5. Waive subrogation against CISD, its officers, elected representatives, employees, student teachers, and volunteers for injuries, including death, property damage, or any other loss to the extent the same may be covered by the proceeds of insurance;
  6. Provide that all provisions of this contract concerning liability, duty, and standard of care, together with the indemnification, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- F. The vendor shall notify CISD, in the event of any change in coverage and shall give such notices not less than 30 days prior to the effective date of the change, which notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to CISD at the following address:

Crowley Independent School District, Business Office, Attn: Nadia Powers, 512 Peach Street, Crowley, TX 76036.

**(This space left blank intentionally)**

## **CHOICE OF LAW AND VENUE**

All contracts, agreements or any other business affairs with the Crowley Independent School District, Crowley Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Tarrant County, Texas.

## **NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

## **Texas Education Code Section 44.034. Notification of Criminal History of Contractor**

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

**Vendor response (MUST initial):** \_\_\_\_\_ **Date:** \_\_\_\_\_ **or see attached information**

b) 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.

c) This section does not apply to a publicly held corporation. Initial if (c) applies \_\_\_\_\_

**If awarded under this document, vendor agrees to be aware and comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services or supply of goods to Crowley ISD.**

yes \_\_\_\_\_ no \_\_\_\_\_

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

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Company Name and address \_\_\_\_\_

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

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

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

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

1. an officer of the District;
2. an officer of the District that results in the *officer or family member* receiving taxable income;
3. an officer of the District that results in the *vendor* receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

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

\* No one is required to file a disclosure under this statute before January 1, 2006. \*

Officers of the Crowley Independent School District are as follows:

- Dr. Michael McFarland, Superintendent of Schools
- June Davis, Board of Trustee President
- Mia Hall, Board of Trustee Vice President
- Lyndsae Benton, Board of Trustee Secretary
- Gary Grassia, Board of Trustee Member
- Ryan Ray, Board of Trustee Member
- Nedra Robinson, Board of Trustee Member
- Dr. Latonya Mayfield, Board of Trustee Member

The Conflict of Interest Questionnaire is attached below. If you are required to file, send the completed form to Crowley ISD Purchasing Department, P.O. Box 688, Crowley, Texas 76036.



# CONFLICT OF INTEREST QUESTIONNAIRE

For Vendor or other person doing business with local governmental entity

FORM CIQ

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 doing business 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

# NOTIFICATION OF NO CONFLICT OF INTEREST

## RFP – Catering & Food Delivery Services 2019-2022

Crowley ISD  
512 Peach Street  
Crowley, Texas 76036

**If applicable**, please sign and return this form with your proposal:

Crowley ISD requires this notification to document the vendor's acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the vendor submitting this form is stating that no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).

*This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.*

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

(    )                      (    )  
*Phone*                      *Fax*

\_\_\_\_\_  
**Signature in ink**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name & Title of Signatory**

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

**LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE:**

District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Contractor as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

Termination of the Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds.

**INTERLOCAL AGREEMENT CLAUSE**

Several governmental entities around the Crowley 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?

Please initial on the appropriate line below.

Yes \_\_\_\_\_

No \_\_\_\_\_

If you (the Vendor) answered yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Crowley 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 Crowley Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Crowley Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed.

**(This space left blank intentionally)**

## Request for Proposals Evaluation Criteria

---

In evaluating Request for Proposals submitted and per the Texas Education Code 44.031(b), the following considerations shall be considered to determine the best value for the District.

	Factors	Possible Points or Weighted Averages
1.	purchase price/ discount	20
2.	the reputation of the vendor or of the vendor's goods or services	10
3.	the quality of the vendor's goods or services	10
4.	the extent to which the goods or services meet the District's needs	20
5.	the vendor's past relationship with the District	10
6.	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	0
7.	the total long-term cost to the District to acquire the vendor's goods or services	10
8.	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state.	0
9.	Certificate of Insurance	10
10.	Health Certificate	10

**Period of Performance:** The Crowley ISD is receiving RFP's (Request for Proposals) for Catering and Food Delivery Services for meetings, staff development, community involvement and other district events that are held throughout the school year. The period of performance will be from the date of the award through May 30, 2022. There will not be any optional years to this RFP. These services will be provided on an "as needed" basis. Crowley ISD has the option to extend this RFP at the end of any period of performance for up to 120 days if determined to be in the best interest of the district to ensure availability of products and or services. All purchases will be subject to the terms and conditions of this RFP. **Do not provide any goods and or services without a bona-fide purchased orders signed by the Director of Purchasing.**

**Submission:** Please submit one (1) original to:

Crowley Independent School District  
Attn: Nadia Powers – Director of Purchasing  
512 Peach Street  
Crowley, Texas 76036

**Award:** This RFP will be awarded to multiple vendors. Each awarded vendor will receive an award letter for this RFP via email from the Purchasing Department. CISD has the right to terminate said contract at any time with any vendor if it is in the best interest of the District.

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

Caterers will be placed on the authorized caterers approved list and individual schools/committees/managers will determine which caterers to use for each specific function. Acceptance of this proposal is not contingent upon the ability to cater. **Caterers may be removed from the authorized list for failure to comply with District specifications/requirements or poor performance or lack of cooperation, etc.** The following types of catering and food delivery services include but are not limited to:

- Bakery Delicacies
- Platters and Trays
- Box Lunches
- Beverages
- Pizza and Pizza related Products
- Deli Sandwiches
- Snacks or small meals for student events

The District does not guarantee the volume (quantity or dollar value) to be purchased annually and purchases may be made from any responding vendor. The actual dollar amount to be purchased depends **on actual needs of the end-user and budgetary constraints.**

### **Certificate(s) of Insurance**

Caterers ***must*** submit a copy of vehicle liability insurance certificate in an amount not less than statutory limits. The copy must be part of your response. Replacement or renewal certificates must be submitted on a timely basis to the Purchasing Department. See page 29-30.

### **Health Certificates**

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

### **Criminal Background History Checking**

(TEC §22.0834; TEC §22.085; Texas Government Code §411.0845)

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

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence

- D. Any felony offense involving controlled substances
- E. Any felony offense against property
- F. Any other offense the District believes might compromise the safety of students, staff, or property

All contractors, subcontractors and their employees must submit to the Crowley ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school District property. Use of any tobacco products is not permitted on school property.

### **Contractor Responsibilities**

(See SB9 requirements Form I: [www.tea.state.tx.us/fingerprinting](http://www.tea.state.tx.us/fingerprinting))

Any employee who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085.

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

### **Product Quality**

Product shall be delivered in sealed containers and containers shall be of quality that will not leak under normal handling. 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 Establishment Rules (TFER).

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.

### **Pricing**

Vendors responding to this proposal:

- Agree to sell items at no more than the normal retail price
- Agree to accept the district's Tax Exempt Status and ***will not*** charge CISD sales tax
- **Crowley ISD cannot pay gratuity fees or taxes.**

### **Non-responsive Proposals**

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

- The proposal is not adequate to form; a judgement by the reviewer(s).
- Any of the requested items are not submitted with your RFP.

## **CATERER INFORMATION**

Caterer (Firm) Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Telephone(s) \_\_\_\_\_

Fax Number(s) \_\_\_\_\_

E-mail \_\_\_\_\_

Name of Principal Contact \_\_\_\_\_

Title of Principal Contact \_\_\_\_\_

Signature of Principal Contact \_\_\_\_\_

## **MAKE SURE YOU INCLUDE THE FOLLOWING:**

Enclose Health Certificates

Enclose Insurance Certificate

Enclose W9

## Questionnaire:

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

Number	Question	Yes	No
1.	<p><b>Will you offer discounted/special pricing for Crowley ISD? If yes, please indicate below:</b></p> <p>Discount_____</p> <p>Special Pricing_____</p>		
2.	<p><b>Do you require a minimum order for any item or category of items proposal or request for quote? If “yes”, please explain. (use a separate sheet if necessary)</b></p>		
3.	<p><b>Will a delivery charge be added to the order? _____</b></p> <p><b><u>Note: Gratuities cannot be added to the order.</u></b></p> <p>_____</p>		
4.	<p><b>Will your company accept purchase orders issued by Crowley ISD? If yes, please enter ordering address, fax number and email address below.</b></p> <p>Mailing Address_____</p> <p>Phone Number_____</p> <p>Fax Number_____</p> <p>Email Address_____</p>		
5.	<p><b>Is your menu/catalog available via the World Wide Web (www)? If yes, please list your website address below:</b></p> <p>Website:_____</p>		



6.	<p><b>Please provide information regarding the local sales representative that will assist Crowley ISD with services/products below:</b></p> <p>Representative Name:_____</p> <p>Address:_____</p> <p>Phone Number:_____</p> <p>Email Address:_____</p>		
7.	<p><b>List addresses and phone numbers of all locations which may be utilized by Cisd under this contract. Please attach separately.** Additional locations may be added as necessary**</b></p>		

List commodity of catering and food delivery services that you can provide to Crowley ISD below:

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## List of Locations

	<i>Campus</i>	<i>Street Address</i>	<i>City</i>	<i>Zip</i>	<i>Phone Number</i>
1	Administration Building	512 Peach St.	Crowley	76036	817-297-5800
2	Crowley High School	1005 W. Main St.	Crowley	76036	817-297-5810
3	Crowley High 9th Grade	1016 Highway 1187	Crowley	76036	817-297-5845
4	North Crowley High School	9100 S. Hulen St.	Ft. Worth	76123	817-263-1250
5	North Crowley 9th Grade	4630 McPherson	Ft. Worth	76123	817-297-5896
6	H F Stevens Middle School	940 N. Crowley Road	Crowley	76036	817-297-5840
7	Crowley Middle School	3800 W. Risinger	Ft. Worth	76123	817-370-5650
8	Summer Creek Middle School	10236 Summer Creek Drive	Crowley	76036	817-297-5090
9	Bess Race Elementary	537 South Heights Drive	Crowley	76036	817-297-5080
10	Sycamore Elementary	1601 Country Manor Road	Ft. Worth	76134	817-568-5700
11	Deer Creek Elementary	805 S. Crowley Road	Crowley	76036	817-297-5880
12	Meadowcreek Elementary	2801 Country Creek Lane	Ft. Worth	76123	817-370-5690
13	Jackie Carden Elementary	3701 Garden Springs Road	Ft. Worth	76123	817-370-5600
14	Parkway Elementary	1320 Everman Parkway	Ft. Worth	76134	817-568-5710
15	Oakmont Elementary	6651 Oakmont Trail	Ft. Worth	76132	817-370-5610
16	Dallas Park Elementary	8700 Viridian Lane	Ft. Worth	76123	817-370-5620
17	J.A. Hargrave Elementary	9200 Poynter St.	Ft. Worth	76123	817-370-5630
18	Sydney Poynter Elementary	521 Ashdale Drive	Ft. Worth	76140	817-568-5730
19	June Davis Elementary	6301 Rock Rose Trail	Ft. Worth	76123	TBD
20	Sue Crouch Intermediate	8036 Cedar Lake Lane	Ft. Worth	76123	817-370-5670
21	S.H. Crowley Intermediate	10525 McCart Ave.	Ft. Worth	76110	817-297-5960
22	David L. Walker Intermediate	9901 Hemphill Street	Ft. Worth	76134	817-568-2745
23	Mary Harris Intermediate	8400 West Cleburne Road	Ft. Worth	76123	817-370-7571
24	BRJ Career & Technology Center	1033 McCart Avenue	Crowley	76036	817-297-3018



**CROWLEY**  
INDEPENDENT SCHOOL DISTRICT

512 Peach Street  
Crowley, TX 76036-0688  
817-297-5800  
[www.crowleyisdtx.org](http://www.crowleyisdtx.org)

### VENDOR CONTACT INFORMATION

Primary Contact/Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Website:

M/WBE:

HUB:

DUN:

EIN or SS#:

### ASSIGNED REPRESENTATIVE FROM YOUR COMPANY AS PRIME DISTRICT CONTACT

Contact Person:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

### REMIT ADDRESSES

Location Name/Type:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

Location Name/Type:

Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Division/Bid#:			
<b>HOW WOULD YOU LIKE TO RECEIVE YOUR PURCHASE ORDERS? EMAIL, FAX OR US MAIL</b> <i>CHECK ALL THAT APPLY</i>			
<input type="radio"/> US Mail	<input type="radio"/> Fax	<input type="radio"/> E-Mail	
<b>PLEASE LIST ALL CONTRACTS WITH TITLES AND EXPIRATION DATES (IF ANY)</b>			
Bid#:	Title:	Expiration Date:	
Bid#:	Title:	Expiration Date:	
Bid#:	Title:	Expiration Date:	
<b>SIGNATURES OF COMPANY OFFICIAL</b>			
Print Name: _____		Signature: _____	
Print Title:		Date:	

**Vendor add W9 and resume/ work history, training, experience and any additional information with qualifications here.**

