

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



**NOTICE TO BIDDERS**

**RFP #15-5 CATERING, MEALS, & RELATED SERVICES**

**Firm Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone** \_\_\_\_\_

1. Proposals will be opened at 2:00 p.m. on Tuesday, November 25, 2014 at the Administration Building, Purchasing Department, 1849A Central Dr., Bedford, TX 76022 Sealed proposals must be properly labeled on the **OUTSIDE** of the envelope as follows:

**RFP #15-5 – Catering, Meals, & Related Services**

Randy Reagan, Director of Purchasing  
Administration Building  
Purchasing Department  
1849A Central Drive  
Bedford, TX 76022

2. Any requests for additional information pertaining to these specifications, should be directed in writing by fax or email to Randy Reagan at fax number – 817-354-3558 or email – [randyreagan@hebid.edu](mailto:randyreagan@hebid.edu)
3. No proposal will be considered which is not submitted on the attached “Bid Document” form signed by a proper official of the supplier and submitted in a sealed envelope. **No emailed, telephone, or faxed proposals will be accepted.**
4. Vendors are solely responsible for the timely delivery of their proposal response to the Purchasing Department. Responses received after the deadline will be rejected and shall be returned to the vendor unopened. Responses submitted by public or private carriers must arrive by the deadline. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers.

## GENERAL CONDITIONS

1. Bids shall be on the attached pricing sheet. All prices must be typed or written in ink. Bids written in pencil will not be accepted. **Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened.**
2. Bids must be received in the Purchasing Department office ***before the hour and date specified***. **DO NOT FAX OR EMAIL YOUR BID!**
3. Prices bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on Deviation/Compliance Signature form.
4. Delivery shall be made during normal school hours unless prior approval has been obtained from authorized District personnel.
5. All items bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.
6. The District is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
7. Any catalog, brand name, or manufacturer's reference used in the bid is **descriptive and not restrictive** and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.
8. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with bidder's name and item number on the bid. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**
9. The Board of Trustees of Hurst-Eules-Bedford Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serves the interest of the District.
10. The District reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on bid.
11. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
12. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and hold harmless the Hurst-Eules-Bedford Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the Hurst-Eules-Bedford Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for

any of the acts of the vendor, his servants or agents.

13. It is **not** the policy of the District to purchase on the basis of low bids alone. In evaluating bids submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.
  - a) the purchase price;
  - b) the reputation of the vendor and of the vendor's goods or services;
  - c) the quality of the vendor's goods or services;
  - d) the extent to which the goods or services meet the district's needs;
  - e) the vendor's past relationship with the district
  - f) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
  - g) the total long-term cost to the district to acquire the vendor's goods or services; and
  - h) any other relevant factor specifically listed in the request for bids and proposals.
14. The contract will be awarded in the best interest of Hurst-Eules-Bedford Independent School District. Specific award information is located under Specific Terms and Conditions Item #1.
15. Any and all protests regarding HEBISD bidding procedures will be governed by the "Hurst-Eules-Bedford Independent School District Procedure for Protests".
16. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.
17. The Hurst-Eules-Bedford Independent School District may not be held liable for non-funding of a contract caused through no fault of its own.
18. Vendors not responding appropriately to Bid Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. HEBISD reserves the right to delete vendors that do not respond appropriately.
19. All Bidders must execute the attached required documents enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.
20. Bid results will be presented to the Hurst-Eules-Bedford Independent School District Board of Trustees for approval at the earliest opportunity following the bid/proposal opening if \$50,000 or greater.
21. It is the policy of the Hurst-Eules-Bedford Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
22. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
23. Awarded vendor agrees the pricing provided HEBISD is the best pricing provided in Texas. If better pricing is provided to other districts, HEBISD pricing will reflect that improvement from that point of award.

## STANDARD TERMS AND CONDITIONS

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

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

20. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
21. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. INTERPRETATION-PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
23. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Hurst-Euless-Bedford Independent School District, termination for non-availability of funding and for prepayment, without penalty.
24. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.
25. INFRINGEMENT: Contractor agrees to protect Hurst-Euless-Bedford Independent School District from claims involving infringement or copyrights.
26. TECHNICAL SPECIFICATIONS: Technical specifications define the minimum acceptable standard.
27. REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the HEBISD may terminate the vendor's contract for cause as provided by the remainder of this section.
28. If any delay or failure of performance is caused by a Force Majeure event as described in section #18 of this Standard Terms and Conditions document entitled "Force Majeure," the HEBISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.
  - a. Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.
  - b. Valid causes for termination of this contract will include, but are not limited to:

- The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.
- The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).
- The vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the written approval of HEBISD.
- The vendor's incomplete response to the Bid Document.
- And vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the HEBISD.

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

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

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

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

32. EXTENSION/NON-APPROPRIATIONS CLAUSE: This contract may be renewed for four (4) additional years if the vendor and the District agree.

**SCOPE OF WORK**

HEBISD will receive proposals for Catering, Meals, & Related Services in the District for meetings, staff development, and holiday events. These events would include delivery, pick-up or in-restaurant dining. The District uses caterers from time to time for functions of various sizes and number of attendees. The District also purchases food for various functions throughout the District. The purpose of this request for proposal is to seek qualified food providers, restaurants and caterers for services. Food providers/restaurants/caterers successfully responding to this RFP will become an awarded bid vendor(s) and placed on the list for Catering, Meals, & Related Services. Individual schools/committees/ managers/employees will determine which vendor to use for each specific function.

**Timetable:**

Release RFP:	October 24, 2014
Deadline for Submittal of Proposal:	November 25, 2014 at 2:00 p.m.
Recommendation for Board Meeting:	December 8, 2014

**Specific Terms & Conditions:**

1. This contract is a multiple award contract to vendors as determined to offer the best value to Hurst-Euleless-Bedford Independent School District. Hurst-Euleless-Bedford Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.
2. **Length of Contract: The initial term of this contract will be from January 1, 2015 through July 31, 2017. Subsequent agreements between the District and the provider will allow for four (4) one year mutual extensions.** Any changes to the scope of services provided under this contract or under extensions that may result in changes to the terms, conditions, and fees can be redefined and negotiated. Any negotiated terms must be agreed to by the District. In that event, any negotiated items must be placed in writing and provided as an amendment to the contract. All proposers must agree to fully warrant and guarantee all information in its response.
3. Awards will be based on the Respondent's submittal meeting the requirements established herein. Additional awards will be made to multiple vendors on an incremental basis during the offering period. The District may approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Respondents are encouraged to submit responses as soon as possible. As responses are received, they will be evaluated and either accepted or rejected by the District. Applicants will then be notified of the District's decision.
4. The offeror shall hold the District, its officers and agents, and employees harmless from liability of any nature of kind on account of use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this proposal.



5. The right is reserved to reject any or all offers or to waive any informality in offers and to accept or reject any items thereon.
6. The successful vendor's proposal as submitted shall remain throughout the terms of this agreement.
7. 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 bid.
8. If a parent company is submitting more than one subsidiary company, a separate bid should be submitted for each company name.
9. Purchase Orders will be issued against this bid document to any of the successful respondents. Orders will be placed as items are needed, approved for purchase, and funds become available. Awarded vendors will be placed on a list from which District employees will use to make purchases. Actual purchases and selection of vendors will be based on price, availability, location, etc.
10. A copy of your Public Health Inspection Certificate ***must*** be submitted with your response. This document must be updated as necessary. Individual Food Handler's Certificates must be available for review, upon request, by the Hurst-Euless-Bedford Independent School District.
11. Vendors responding to this bid:
  - 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 HEB ISD sales tax.
12. It is the intent of this solicitation to establish a fixed percentage discount, published price list(s), or fair market value and shall remain valid during the period of performance.
13. Actual purchases and selection of vendors will be based on price, availability, location, etc.
14. Items will normally be purchased in small quantities on an "As Needed" basis.

**BID FORM**

**VENDOR NAME:** \_\_\_\_\_

1. Please state the percentage discount that your company will allow Hurst-Euless-Bedford Independent School District. If no discount is offered, please indicate with a 0%.

\_\_\_\_\_ %

If there are any categories of items that are not eligible for discount, please indicate exception categories in the space provided below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Will you accept a HEB ISD Purchase Order?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

3. HEB ISD does not require a minimum order amount to issue a purchase order. Do you have minimum quantity or dollar requirements per order?

\_\_\_\_\_ YES

\_\_\_\_\_ NO (If not, what is minimum \$ amount)

4. Is there a reference or quote number that should be included on the Purchase Order to ensure HEB ISD pricing and tax exempt status?

**THIS PAGE MUST BE RETURNED WITH RESPONSE**

**FORM A**

**AFFIDAVIT OF NON COLLUSION**

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

Name and Address of Bidder:

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

Fax Number \_\_\_\_\_

Signature \_\_\_\_\_

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

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

**FORM B**

**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 9, Section 44.034 of Texas Education Code, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

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

**CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**

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

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

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

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

**Please complete the information below:**

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

**Vendor's Name:** \_\_\_\_\_

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

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_  
**(Name should be the same as on the affidavit-Form A)**

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM C**

**BIDDER'S CERTIFICATION**

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

Section 1. (a)

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

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

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

I certify that \_\_\_\_\_ is a  
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

-----  
I certify that \_\_\_\_\_ is a  
(Company Name)

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

**(City and State)**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**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 who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

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

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Form <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number : : : : : : : : :	or
Employer identification number : : : : : : : : : : : : : : :	

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

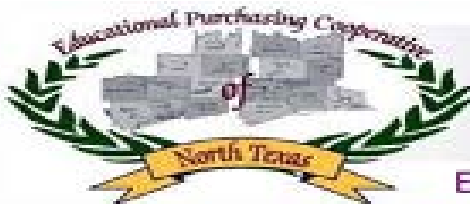
- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

**FORM F**



**INTERLOCAL AGREEMENT CLAUSE**

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

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

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

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

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

Company Name: \_\_\_\_\_  
*(Typed or printed)*

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

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

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



# FORM G

## DEVIATION/COMPLIANCE SIGNATURE FORM

COMPANY NAME

ADDRESS

CITY

STATE

PHONE NUMBER

FAX NUMBER

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

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

No  Deviations

Yes  Deviations

If yes is checked, please list below.

**FORM H**

**Request for Proposal Certification**

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

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

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

**THIS PAGE MUST BE RETURNED WITH RESPONSE**

## FORMS CHECKLIST

- Completed – Affidavit of Non Collusion - Form A
- Completed – Felony Conviction Notice - Form B
- Completed – Bidders Certification – Form C
- Completed – Conflict of Interest Questionnaire (CIQ) – Form D
- Completed – W-9 – Request for Taxpayer Identification Number – Form E
- Completed – Interlocal Agreement Clause – Form F
- Completed – Deviation/Compliance Signature – Form G
- Completed – Request for Proposal Certification – Form H