

**IRVING INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

2621 West Airport Freeway IRVING, TX 75062  
PHONE: (972) 215-5440 FAX: (972) 215-5442

This is NOT AN ORDER. It is an invitation to bid or propose.

**Request for Competitive Sealed Proposals - CSP #09-40 - Food Service Staple and Perishable Food, Non-food, Paper, Catering Products and Foods Service Cleaning Supplies**

Please RESPOND on the following not later than Wednesday, **1:00 PM, June 29, 2009**.

SUBMIT ONE ORIGINAL AND TWO COPIES OF BID.

Mark **sealed envelope** CSP #09-40 Food Service Proposal.

This proposal will open at Wednesday, **1:00 PM, June 29, 2009** and deliver to the Purchasing Office address at the top of this form or mail to:

MAIL TO:  
Rick Powell, Director of Purchasing  
Irving ISD  
P.O. Box 152637  
Irving, TX 75015-2637

OR DELIVER TO:  
  
2621 West Airport Freeway  
Irving, TX 75062

Any submissions of information or documents to Irving ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise noticed in writing and responds to vendor in writing receiving said notice. In determining the award of contracts, the District shall consider factors in accordance with Section 44 Texas Education Code. The right is reserved to accept or reject each item separately or as a whole.

Any reference within the following pages of this document to bid, Request for Proposal (RFP), Competitive Sealed Proposal (CSP) are used interchangeably as the legal method of procurement listed at the top of this page one of the document.

**Vendor must check the Irving ISD website for any addenda for this request for proposals.**

**IRVING INDEPENDENT SCHOOL DISTRICT**

By: 

Richard Powell, Director of Purchasing  
[rpowell@irvingisd.net](mailto:rpowell@irvingisd.net)

\_\_\_\_\_  
You are representing to Irving ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle one) YES OR NO BID

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

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Email \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

# **IMPORTANT**

**Please note that each downloadable excel workbook on our website that is provided for pricing has multiple tabs for worksheets at the bottom of each that must be completed to properly bid the items requested.**

**Please download all the PDF, Word and Excel files at our website related to CSP #09-40 - Food Service Staple and Perishable Food, Non-food, Paper, Catering Products and Foods Service Cleaning Supplies.**

**When you open the excel files, you will find at the bottom of each one, tabs that list different items to bid.**

**It is requested that you complete these within the Excel and Word files and submit them all on a disk or flash drive along with your proposal. If this is not possible you may submit in hard copy only. It is suggested that you submit a hard copy of all files in case a problem arises with the electronic version.**

**You shall not change any Irving ISD predetermined language or specification in any of these forms or your proposal may be disqualified. If you need to propose something other than as listed, please use the provided alternate proposal sheets provided in the forms.**

**2009 – 2010 School Year  
CSP #09-40 General Information**

1) General

This request for competitive sealed proposals (RFP) is for the 2009-2010 school year, defined here as running from **August 1, 2009** through **July 31, 2010**. All, some, or none of these bids may be renewed for up to four (4) additional one-year terms, subject to Irving ISD Board of Trustee Approval annually. Notice of the intent to renew will be provided in writing to the awarded vendor(s) by Irving ISD Food Service no later than May 15 of each year.

All bid prices (except fluid milk) are to be firm for the 09-10 school year as defined above (i.e. August 1 through July 31). If the bid(s) is extended for an optional year(s), prices may change up to 5% cumulative, to be negotiated and agreed by both parties (i.e. if we purchase \$3 million of items in the aggregate during 09-10, total prices for the 10-11 school year cannot increase more than 5% total in the aggregate for all items (in this case \$150,000.00) for that school year. We will use YTD purchase quantities through April 20 of the current school year to evaluate price changes. Proposed increases in prices are due to the Food Service office by May 1 of the current school year for the coming school year contract. Bid prices are, in all instances, to be FOB destination. Prices may decrease at any time.

Should diesel prices exceed \$4.50 per gallon per the following web site's Gulf Coast listing (<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>) on or before the 20<sup>th</sup> of each month, then for any deliveries made during the following calendar month, either an increase of 2% of the total amount of the invoice will be added to that invoice, or a flat 2% price increase on all items purchased by Irving ISD during that month will be allowed, and will be payable by Irving ISD Food Service. Vendors must notify Irving ISD Food Service in writing, by the 25<sup>th</sup> of the month BEFORE the 2% price adjustment will be in effect, of the coming change and of which of the two pricing mechanisms listed above is preferred by that vendor. Adjustments are not cumulative (i.e. 2% this month and another 2% next month for a total of 4%), and cannot last individually more than one calendar month at time (although the 2% adjustment could be made for consecutive months, if the price of "gulf coast" diesel, as defined above, should exceed \$4.50 per gallon for consecutive months).

Irving ISD may, at its sole discretion and without cause, cancel the then current annual contract with a ninety (90) calendar day written notice. The written notice will be sent via certified, return-receipt mail, and the 90 calendar day notice shall start on the date that the letter is postmarked.

Irving ISD reserves the right to add or remove food service locations served by awarded vendors under this RFP, at its sole discretion, as necessary to meet the needs of the district's students and staff.

Although you may bid on individual items, it is possible that you might not win the bid if you leave items blank. Each bid is strongly preferred to be an all or nothing bid. Bids are not typically "split" between more than two (2) vendors.

IRVING INDEPENDENT SCHOOL DISTRICT  
Food Service Department

All vendors bidding on **food/beverage/edible items should** include information about **trans fats** in their products, per applicable Texas Department of Agriculture (TDA) requirements. Per TDA regulations, we cannot serve products with more than **28 grams of fat per serving**, and cannot serve products with more than **23 grams of fat per serving** more than one time per week.

The Food Service Department reserves the right to discontinue and/or add product(s) during the school year. Vendors will be duly notified. Every effort will be made to utilize products specified on the bids; however, it is not our responsibility or obligation to utilize all items listed on our bids.

Irving ISD reserves the right to purchase from other vendors, as legally allowed by law, outside the awarded contracts pursuant to the RFP, provided the purchases outside the awards total not more than 3% of the value of the same total monthly order placed with the affected awarded vendor.

Copies of menus will be available to suppliers, upon request, at least one month in advance of the delivery schedule, to assist in planning for product availability and usage. Copies of our menus are also posted on our Web site: <http://www.irvingisd.net/foodservices/>

CN Labels and Product Analysis Sheets **must** be furnished on items that are awarded on the bids before first delivery.

Each vendor who submits a response to this RFP is requested to complete the "addition available items" section of each part of the RFP document, to enable the District to purchase other items carried by that vendor, which may not be listed on any of these bid documents, but may be available or become available during the, then current, effective contract period.

This year, we are processing commodities with Advance Food Company (beef), Tyson (chicken), Jennie-O (turkey), Schwans (cheese), ConAgra/Gilardi (cheese), Land-O-Lakes (cheese), Pierre (fruit cups), Red Gold (tomatoes), Simplot (potatoes). We desire **pass-through values** (i.e. **net off invoice**) on all commodity-processed products, except beef. We plan to take our commodity beef through PFS-Grand Prairie. Vendors that bid products from these companies for the product categories specified in this paragraph, such as chicken, turkey, cheese, etc., will receive higher scores during evaluation.

## 2) Emergency Supply Events

In the event of a drought, flood, other force of nature or disaster or act of God, the IISD Food Service Department will consider temporary price increases. A request for such an increase must be made in writing by the vendor to the IISD Food Service Department, at least **three** business days before the temporary price increase shall go into effect, and a thorough description of the event and measurement device/"trigger" which causes the escalation/de-escalation must be included. The vendor must provide independently verifiable documentation of the market measuring device every 10 business days, or the price shall revert immediately back to the original awarded price.

IRVING INDEPENDENT SCHOOL DISTRICT  
Food Service Department

3) Substitutions

The awarded vendor(s) must notify the IISD Food Service Department in writing (e-mail is acceptable) of all shortages, back-orders, and out-of-stock items a **minimum of two business days in advance** of the event. Substitutions must be of the same or higher quality, and invoiced at the original bid price. Irving ISD Food Service Director or his designee shall be the sole judge of the "same or higher quality" standard. If the vendor(s) does not contact the IISD Food Service Department as outlined above, the department reserves the right to purchase the product(s) from another source and charge the difference in cost, if any, back to the awarded vendor.

4) Order Fill Rate

Order fill rate shall be no less than 95%. The 5% not filled rate shall be delivered within 48 hours of the scheduled delivery date. If the mandatory second delivery is not made within 48 hours, the department reserves the right to purchase the product(s) from another source and charge the difference in cost, if any, back to the awarded vendor.

5) Prime Vendor

We expect to award the following bids to a single broad-line distributor:

- Staple Foods
- Perishable Foods
- Non-Food & Paper
- Catering Products

We will designate the awarded broad-line distributor as our Prime Vendor. In addition, the bid for Cleaning Supplies may, at the sole discretion of the IISD Food Service Department, be in whole or in part included in the Prime Vendor designation. Other bids may, in part or in whole, at the sole discretion of the IISD Food Service Department, be awarded to our Prime Vendor.

6) Deliveries & Billing Information

Deliveries to all schools/locations will be between 7:00 a.m. and 2:00 p.m. with two copies of all invoices rendered directly to schools/locations at the time of delivery. If deliveries cannot be completed as scheduled, return delivery is expected before 8:30 AM the following day. Send statements to:

**Irving ISD**  
**P.O. Box 152637**  
**Irving, TX 75015-2637**  
**Attn: Accounts Payable**

Any deliveries made outside the delivery times noted above, or those which require IISD Food Service personnel to work past their scheduled hours, shall result in the work hours/times of those employees that worked past their scheduled hours being billed to the vendor(s) at the IISD Catering hourly rate.

School calendars are posted on the district's Web site (<http://www.irvingisd.net/>) as soon as they are approved by the IISD Board of Trustees.

IRVING INDEPENDENT SCHOOL DISTRICT  
Food Service Department

Delivery by our Prime Vendor is required twice a week for these schools: 4 high schools, 7 junior high schools, up to twenty (20) elementary schools, and 3 pre-K schools, as well as other food service sites/locations (contact the Food Service Department for more information). Delivery schedule is subject to change at the discretion of the District in order to best meet the needs of the student and staff.

The first delivery date by all vendors for each school year shall be determined after the bids are awarded and accepted. Dairy will be delivered every other day, except that certain schools (not to exceed 23 in number) may require more frequent deliveries. Bread products shall be delivered two times per week.

**A proposed delivery schedule, with routes and schools listed in order of delivery, must be submitted with your bid.**

7) Delivery Sanitation Requirements

Delivery trucks shall be clean and free from odors foreign to product. No product shall be delivered in an open truck. Delivery of frozen/refrigerated products shall be made from trucks equipped to maintain adequate temperature of product on delivery. All meats must meet all government regulations.

All products must be in a wholesome and sanitary condition when delivered. Unless packaging is detailed in specifications, all meat, prepared meat, meat by-products, and meat food products shall be wrapped, packed and covered in conventional packages of standard material, in good clean condition so that the contents are properly protected. All products will be examined at their final destination for cleanliness and wholesomeness as food. Any product delivered fresh shall be thoroughly chilled and delivered with internal temperatures not to exceed 40 degrees Fahrenheit and shall be in excellent condition.

Frozen products must not have been previously thawed and refrozen. Freezing date must appear on containers and must not exceed 30 days. If a code is used to identify freezing date, **identification of the code must be submitted to the Food Service Department office by the successful bidder** prior to their first delivery. Companies using label color to identify grades of canned items **must submit the identification of the code** along with the bid submittal.

8) HACCP

In accordance with USDA regulations, we have a robust HACCP plan in place. In accordance with our HACCP plan, we will be **rigorously inspecting all deliveries** for correct temperatures and conditions. Any item(s) which do not fall within acceptable critical control point (CCP) limits **will not be accepted**. Copies of these CCP limits are available upon request.

9) Additional Attachments

**I. Food Wholesalers License**

Firms and companies that manufacture and/or distribute food for sale to schools are “wholesale food manufacturers and/or distributors” and must have the appropriate license with the Texas Department of Health, Bureau of Food and Drug Safety, Manufactured Foods Division. If a copy of your **Food Wholesalers** license is not included with the bid, your entire bid will be considered non-responsive.

**II. Marketing Plan**

All food/beverage bidders should submit a **marketing plan** through which they propose to increase sales/participation. We are actively seeking vendors who will work with us to “grow the business” for the mutual benefit of both organizations.

**III. Federal Forms**

In accordance with federal law, all bidders **are required to complete the following forms** at the time they submit their bids:

- Disclosure of Lobbying Activities
- Certification Regarding Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- Compliance with Clean Air and Water Act

In addition, as required by federal law, we are charged with, to the maximum extent practicable, buying domestic commodities/products for meals served under our meal programs. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. *substantially* using agricultural commodities that are produced in the U.S.

IV. Other state and locally required forms as included in this document must be completed and signed by an authorized vendor representative.

10) Miscellaneous Information

Order Lead Time

Please state the lead time required by your company on orders, assuming that we start the school year ordering through a paper-based system, whereby a representative of your company would pick up the weekly cumulative order at our office.

**Lead time required:** \_\_\_\_\_

Method of Ordering

Assume that we start the school year ordering through a paper-based system. What other methods of ordering are available to us? (Please list all below)

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Credit/Payment Terms

We do business on the following terms: Net 30 days. Checks are cut bi-weekly.

Seasonality

The seasonality of our business is:

Jan – Mar: 30%    Apr – Jun: 20%    Jul – Sept: 20%    Oct – Dec: 30%

IRVING INDEPENDENT SCHOOL DISTRICT  
Food Service Department

To assist you in planning your bid, our 2009-2010 student population is estimated to be 33,000 students. Approximately half of our students are in secondary schools, while the other half are in elementary and early childhood schools.

*Irving ISD has four high schools, seven middle schools, twenty elementary schools, and three early childhood (pre-Kindergarten) schools. We serve approximately 18,000 school breakfasts and 24,000 school lunches daily (ala carte sales are not factored into this data). More than twenty of our schools in 09-10 will be offering the "Breakfast in the Classroom" program, which makes extensive use of individually wrapped items (approx. 14,000 of our daily breakfasts are served at these schools).*

Each vendor who attends the bid opening **must bring an original & three (3) copies** of their bids. Vendors not attending the bid opening should submit **one original and one copy** of their bid.

Rockwall ISD wishes to participate in this award by purchasing food service items and services and other School Districts in the Dallas/Fort Worth area may wish to purchase food service items and services awarded pursuant to this Irving ISD request for proposals.

Texas Statutes allow local governmental entities to enter into Interlocal agreements to allow for cooperative purchasing agreements. Authority for local governments (as defined by TEX. GOV'T CODE §791.003) to contract for such services is granted under sections 791.001 to 791.029 of the Texas Government Code; V.T.C.A. as amended.

The Texas Education Code 44.031 (a) (4) allows for the procurement of goods and services through such cooperative purchasing agreements.

Such an Interlocal agreement will be subject to the agreement of all parties, in writing, at the time of the request of the other district. If either the vendor, the Irving ISD or the other district cannot agree, in a writing signed by authorized representatives of the respective parties, to all terms and conditions of the awards made pursuant to this request for proposals, the agreement will be ineffective.

**IT MUST BE CLEARLY UNDERSTOOD THAT VENDORS MUST NOT PROPOSE PRICING OR TERMS AND CONDITIONS IN THEIR PROPOSALS TO IRVING ISD THAT IS IN ANY WAY LESS ADVANTAGEOUS TO IRVING ISD IN CONTEMPLATION OF SUCH INTERLOCAL AGREEMENTS. IRVING ISD WILL NOT GIVE ANY WEIGHT, EITHER WAY, DURING EVALUATION TO A YES OR NO RESPONSE TO THE FOLLOWING QUESTIONS. IT IS NOT A FACTOR IN THE AWARD PROCESS.**

**Permission for other school districts to utilize Irving ISD awarded proposals will be on a case by case basis at the time of the request.**

In the event the successful bidder allows another governmental entity to join the IISD contract, it is expressly understood that the IISD shall in no way be liable for the obligations of the joining governmental entity.

**Must be signed and returned**

**INFORMATION ABOUT ROCKWALL ISD**

*Rockwall ISD will have 18 campuses for the 2009-2010 year with almost 14,000 students. We have two high schools, one alternative high school (@ 50 enrollment), three middle schools and twelve elementary schools. We serve approximately 1,750 breakfasts and 6400 lunches (no a la carte sales factored in). We have 2-3 summer school campuses each year. We manage concessions at the main football stadium, plus extensive catering. We provide over 130 Meals on Wheels lunches to our local Committee on Aging every business day.*

1. Are you be willing to allow Rockwall ISD's Food Service Department purchase off any bid/RFP awarded by Irving ISD pursuant to CSP # 09-40, with the same prices and customer service levels?

\_\_\_ Yes

\_\_\_ No

2. Are you willing to consider allowing school district's Food Service Departments other than Irving ISD or Rockwall ISD to purchase off any proposals awarded by Irving ISD pursuant to CSP # 09-40, with the same prices and customer service levels?

\_\_\_ Yes

\_\_\_ No

\_\_\_\_\_  
Signature of authorized vendor representative

\_\_\_\_\_  
Date

IRVING INDEPENDENT SCHOOL DISTRICT  
Food Service Department

We appreciate each vendor who submits a bid, and we look forward to an excellent 2009-2010 school year working with you.

Sincerely,

Michael Rosenberger  
IISD Director of Food Service

Did you remember to include:

- Marketing Plan
- Delivery Schedule (proposed)
- Fat Grams & Trans Fat Grams Information
- Copy of Food Wholesaler's License
- Completed Federal Forms
- Freezing Code (Julian?) Information
- CN Labels & Product Analysis Sheets
  
- All other forms with signature lines included in the Request for Proposal packet

Please complete this table & submit a copy of it with each bid that you reply to:

## Vendor Information Sheet

NAME	
TITLE	
E-MAIL ADDRESS	
COMPANY	
PHYSICAL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
CELL NUMBER	
SIGNATURE	
DATE	

Bid: \_\_\_\_\_

IRVING INDEPENDENT SCHOOL DISTRICT  
Food Service Department

Responses to this RFP (these RFP's) will be evaluated based on the following criteria:

**1.3 Vendor Selection**

IISD will identify the best value by rating the proposals submitted by the vendors, considering mandatory criteria listed under TEC sec. 44.031 as below:

- (1) The purchase price; 50% weight - (per prices quoted as related to information within this request for sealed proposals.)
- (2) The reputation of the vendor and of the vendor's goods or services; 5% weight ( vendor must provide 3 school district references with phone numbers of contact person in the greater Dallas Fort Worth area)
- (3) The quality of the vendor's goods or services; 5% weight - (District will evaluate the quality and grade of products proposed. Vendor will be assigned a score of: Fully comply with District's requirements, substantially complies with District's requirements, or fails to meet District's requirements,)
- (4) The extent to which the goods or services meet the district's needs; 33% weight - (District will evaluate 4 levels and assign one of the following scores: 1. Product and Services meets all the District's specifications and/or needs; vendor offers value added product or service; 2. Product and Services meets all the District's specifications and/or needs; 3. . Product and Services meets most of the District's specifications and/or needs; 4. . Product and Services does not adequately meet the District's specifications and/or needs;
- (5) The vendors past relationship with the district; 5% weight - (District will evaluate 5 levels and assign one of the following scores: excellent; satisfactory, neutral, unsatisfactory, or unacceptable.
- (6) The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; 1% weight - The District will evaluate whether or not the vendor hinders the District's ability to comply. A vendor either does or does not hinder the District in compliance. If a proposal of a vendor demonstrates a hindrance to compliance, the vendor will be assigned no points. If a proposal of a vendor does not demonstrate a hindrance to compliance, the vendor will be assigned full credit. Irving ISD policy regarding this subject is as follows:

"The District shall include and encourage the participation by historically underutilized businesses (HUB) and minority/women business enterprises (M/WBE) in all phases of the District's procurement practices and provide them equal opportunities: 1. To have access to procedures for quotations and open purchase orders; and 2. To compete for contracts for provision of professional services, purchases of equipment and supplies, and provision of other goods and services required by the District. The terms HUB and M/WBE mean a business in which at least 51 percent of the ownership and

IRVING INDEPENDENT SCHOOL DISTRICT  
Food Service Department

management is by minority group members or women owned, or in the case of a publicly-owned business, at least 51 percent of the stock is owned and managed by minority group members or women. Minority groups shall include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The District accepts HUB certification from the Texas Building and Procurement commission and M/WBE from any established certification organization."

This policy may be found at <http://www.tasb.org/policy/pol/private/057912/pol.cfm?toc=C>  
(see Section C; CH (Local) pages 3 and 4)

- (7) The total long-term cost to the district to acquire the vendor's goods or services; and 1% weight - The District will evaluate whether or not the vendor's proposal would create an unacceptable long term cost to the District due to factors proposed or not. If a proposal of a vendor creates an unacceptable long term cost to the District, the vendor will be assigned no points. If a proposal of a vendor does not create an unacceptable long term cost to the District, the vendor will be assigned full credit.
- (8) Any other relevant factor specifically listed in the request for bids or proposals -

**INTENTIONALLY BLANK**

**SEE NEXT PAGE FOR IMPORTANT  
PROPOSAL RESPONSE SHEET**

**Must be signed and returned**

**ADDITIONAL AVAILABLE ITEMS**

**Miscellaneous Item pricing as a discount off published list price or markup from cost.**

In addition to the fixed price line items quoted, please offer to the District a flat minimum discount off or percentage markup from cost of any item the vendor carries or may carry in the future known or unknown

Example: 10% discount offered on any other products sold by XYZ Food Company.

Fixed minimum discount offered to Irving ISD for items offered by vendor but not itemized in this proposal. Additional deeper discount may be negotiated by Irving ISD with awarded vendor at time of purchase depending on item and volume of purchase.

If vendor chooses option #2, vendor will have to document the actual cost to the vendor from the source supplier for percentage markup calculation of sales price to District.

PLEASE CHOOSE ONE OF THE TWO FOLLOWING OPTIONS:

1. \_\_\_\_\_% minimum discount off items not listed in this RCSP but carried for sale by vendor. May be any percentage vendor deems appropriate.

OR

2. \_\_\_\_\_% maximum markup of items not listed in this RCSP but carried for sale by vendor. May be any percentage vendor deems appropriate.

**IMPORTANT:**

**This section effective only to a vendor awarded line items under this RCSP. Vendors not awarded line items under this RCSP have no obligation to district for this percentage discount offer, but may waive this exception and be awarded as a vendor for discount off non-line items under this RCSP.**

**Does vendor wish to waive exception and offer discount even if not awarded items in this RCSP?**

**Circle one) YES or NO**

\_\_\_\_\_  
Signature of authorized vendor representative

\_\_\_\_\_  
Date

**Irving Independent School District Purchasing Department  
2621 West Airport Freeway - Irving, Texas 75062 972-215-5440**

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

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

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Authorized Company Official's Name:** \_\_\_\_\_  
(Printed)

**Signature of Company Official:** \_\_\_\_\_

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

**CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as require under OMB Circular A-102,

Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor Name: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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

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

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

**Buy American Provision**

Schools and institutions participating in the National School Lunch Program and School Breakfast Programs are required by law to use Child Nutrition funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Therefore, when Child Nutrition funds are used to acquire foods, schools and institutions must ensure that the items are in compliance with this requirement.

Potential Vendor Name: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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

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

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

**COMPLETE AND RETURN WITH BID**

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure)

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <li>a. Contract</li> <li>b. Grant</li> <li>c. Cooperative agreement</li> <li>d. Loan</li> <li>e. Loan guarantee</li> <li>f. Loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <li>a. Bid/offer/application</li> <li>b. Initial award</li> <li>c. Post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. Initial filing</li> <li>b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____</li> </ul>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known?</p>		<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name / Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p>SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ actual ___ planned ___</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li>___ a. retainer</li> <li>___ b. one-time fee</li> <li>___ c. commission</li> <li>___ d. contingent fee</li> <li>___ e. deferred</li> <li>___ f. other; specify: _____</li> </ul>	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li>___ a. cash</li> <li>___ b. in-kind; specify: nature _____ value _____</li> </ul>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11.</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:      Yes      No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>	

## **PROCUREMENT**

### **Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an offer 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
  2. Identify the status of the covered Federal Action.
  3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
  4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
  5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
  6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
  7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
  8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001.
  9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount to the award / loan commitment for the prime entity identified in item 4 or 5.
  10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
  11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
  12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
  13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
  14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
  15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
  16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
- Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestion for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0342-0046), Washington, D.C. 20503.

**COMPLETE AND RETURN WITH BID**

**Certification 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 to file 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, renewal, 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 Report 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 of Organization

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Address of Organization

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Name / Title of Submitting Official

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Signature of Submitting Official

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Signature Date

The expiration date of the contract may also be extended for a period agreed to by both parties, not to exceed six months.

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

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**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.

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**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): negative \_\_\_\_\_ 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 \_\_\_\_\_

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**If awarded under this document, vendor agrees to 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 Irving ISD.    yes \_\_\_\_\_ no \_\_\_\_\_**

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

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

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

Telephone Number (        ) \_\_\_\_\_ Date \_\_\_\_\_

## **PAYMENT TERMS**

Irving ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251.

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## **VISITOR REGISTRY SYSTEM**

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

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**TO BE SIGNED AND RETURNED**

**CERTIFICATE OF RESIDENCY**

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

Section: 2252.001

- (3) 'Non-resident bidder' refers to a person who is not a resident.
- (4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

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

I certify that \_\_\_\_\_  
(Name of Company Bidding)

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

\_\_\_\_\_ Resident Bidder      \_\_\_\_\_ Non-resident Bidder

My principal place of business under Tex. Gov't Code, Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_ in the state of \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**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 \_\_\_\_\_