

Request for Proposals (RFP) P15-014

Delivered Meals and Catering Services

Date	Event			
September 30, 2014	Advertise/Issue Date			
Proposals will be received on a continual basis 2:00 pm October 23, 2014 through 2:00 pm August 31, 2015)				

- Questions must be submitted via e-mail to the contact person listed below.
 In the e-mail subject line, type: Questions, P15-014, Delivered Meals and Catering Services
- Q & A and Addenda will be posted on our website: <u>http://www.austinisd.org/contractandprocurement/advertised-bids-rfps</u>
- Your proposal must be delivered in a **sealed envelope or carton** and received by the opening time and date listed.
- FAX, e-mail or other electronic proposals will not be accepted.
- Proposals must be plainly marked with the RFP Number and Title above.

Deliver Sealed Proposals to:

Austin ISD Contract & Procurement Services 1111 West 6th Street Building A, Suite 330 Austin, TX 78703

Contact:

Lesley Carter Procurement Specialist 512-414-2126 Fax: 512-480-0924 lesley.carter@austinisd.org

I. INTRODUCTION

The Austin Independent School District (herein after referred to as "AISD" or the "District") is seeking proposals from qualified and experienced firms in order to establish a multiple award contract for delivered meals and/or catering services for special school and department functions. It is the District's intent to provide quality food and beverage choices to its students, faculty and staff at competitive pricing. Awards will be made to all responsive proposers.

This RFP will have an initial opening to secure services for the 2014-2015 school year to begin on December 1, 2014. However, proposals will be received throughout the school year to provide an ongoing competitive process to secure meals and catering services.

Proposers may make written inquiries concerning this solicitation to obtain clarification of the requirements. Submit inquiries via email to the contact person listed on the cover page. In the subject line of the email, type "Questions" and the solicitation number: **Questions, P15-014, Meals and Catering Services.**

Questions and corresponding answers will be included in an Addendum and posted to our website at: <u>http://www.austinisd.org/contractandprocurement/advertised-bids-rfps</u>

II. Term

The agreement(s) resulting from this solicitation will be in effect for an initial term of two (2) years and shall start upon full execution. The parties by mutual consent may renew the agreement for three additional one (1) year periods. In addition, the District reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure no lapse in service.

III. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

AISD anticipates that it will purchase meals and catering services totaling approximately \$250,000 annually. Delivered meals and or catering will be requested by individual schools or departments on an "as needed" basis.

The agreement will include the following two categories of service. Proposers may respond to one or both categories.

Category 1 – Meals Delivered: Food shall be delivered in disposable containers, with disposable serving and eating utensils. No serving or cleanup is required of the vendor. Meals will be required for breakfast hours, lunch hours and/or evening hours.

Category 2 – Catering (Buffet or Table Service): Food shall be delivered in appropriate containers with serving equipment and eating utensils. Proposer shall be responsible for supplying all food and equipment including table coverings. Proposer shall be responsible for setup, serving the food and cleanup. Meals will be required for breakfast hours, lunch hours and/or evening hours.

- Setup should include but not be limited to tablecloth and skirt for all buffet tables, appropriate serving containers and serving pieces, cutlery, flatware, cups, plates and napkins.
- Setup should be completed a minimum of 30 minutes prior to serving or as requested.

- Product shall be delivered in sealed containers and the containers shall be of quality that will not leak under normal handling.
- Food must be prepared, stored, and transported at the proper temperature according to Texas Food Establishment Rules (TFER).
- All products shall be freshly prepared. Day old products are unacceptable. Products shall be uniform in size and shape, uniformly sliced, and free of foreign objects.
- Deliveries will be to multiple locations including all school campuses, administration buildings and other facilities within the District.
- Austin ISD cannot pay gratuity fees or taxes.
- Proposers should be able to provide a menu, price list, price quotation and product availability within 24 hours of request by AISD schools or departments. When furnishing quotes for catering services, all charges for food and related services shall be incorporated in the written quotes.
- Proposer must be able to accommodate request within 48 hours based on basic service menu request.
- Proposer shall have established accommodations in which to prepare and store meals in a wellkept clean environment. Establishment shall be licensed, approved and inspected by local health department as outlined in guidelines for food service operations (may be obtained from local health department).
- AISD reserves the right to visit and inspect your establishment(s) to evaluate the quality of goods and services throughout the duration of the agreement.
- Establishment shall meet all state and local food service codes. Health inspection rating shall be a minimum score of 80.

IV. THE PROPOSAL SHALL INCLUDE THE FOLLOWING:

- 1. Completed Proposal Response (see below),
- 2. Completed Vendor Profile (see below),
- 3. A menu with pricing which includes discounts offered to Austin ISD. The pricing offered can be a percentage differential from the menu price or a fixed discounted price on specific meal packages determined by vendor.
- 4. Proposer shall execute the following required forms (located at the end of this solicitation), and return the signed originals.
 - Offer Certification
 - Notification of Criminal History of Contractor
 - Debarment, Suspension and Ineligibility Certification
 - CTPA Adoption Clause
 - nterlocal Cooperative Agreement Clause
 - W-9

PROPOSAL RESPONSE FORM

Delivery Services:

Which of the following do you provide? (check all that apply):

What is your average delivery time?

Does your company provide on-line ordering?

What is your minimum order amount for delivery?

Can your company deliver to all AISD campuses and facilities?

Do you charge a delivery fee?

If yes, how much is the delivery fee?

How much notice is required for delivery orders?

How many orders can your facility accommodate?

On-site Event Catering:

Which of the following do you provide? (check all that apply):

Do you require a minimum order?

If yes, how much?

Is the full menu available for events?

If no, please provide the on-site catering menu How much notice do you require before catering an event?

What is the ratio of attendants/servers to guests?

Restaurant Dining Events:

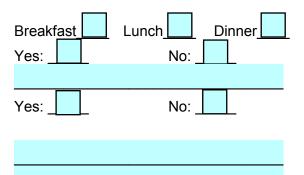
Which of the following do you provide? (check all that apply): Do you have a separate room at your restaurant for events?

If yes, how many people can it accommodate? What is the maximum number of people your establishment can accommodate for events?

Is the full menu available for events? (If no, please provide the events menu)

Please describe how your menu satisfies the preference of many people for healthy, low fat, vegetarian and gluten free choices:

Breakf	ast _	Lunch	Di	nner
Yes:		No:		
Yes: _ Yes: _		No:		_
Yes: _		No: No:		



Breakfast	
Yes:	No:
Yes:	No:

VENDOR PROFILE

Company Name:

Company Description:

List your company resources and demonstrated experience in addressing the scope of service and performance requirements outlined in this RFP:

Contact Information:

For Bid Process/Contract Renewa	ıls:
Contact Name:	
Phone:	Email:
Address:	
For Placing Orders:	
Phone:	Fax:
Email:	
For Payments:	
Phone:	Email:
Address:	

Payment Methods

Purchases may be made through a District Purchase Order or credit card (American Express). AISD will provide a District signed Purchase Order or credit card to the vendor.

Do you accept Credit Cards (American Express)?	YES _	NO
Do you accept Purchase Orders?	YES _	LNO

If you accept Purchase Orders, please provide the email address, fax number or mailing address for submitting purchase orders:

Vendor must be able to provide AISD with an itemized system generated receipt containing the quantity, item description, price, etc.

Days/Hours of Operation:

References

Please list three (3) references from current customers (references most similar to AISD should be provided). Each reference must contain the reference's name, address, telephone number and point of contact (including email address).

	Reference #1	Reference #2	Reference #3
Company Name			
Address			
Phone number			
Point of Contact			
Email address			

Policy and Instructions

Policy

Procurement of goods and services shall be made by the method that provides the best value for the District. This competitive solicitation is either an *Invitation for Bids* (IFB) or a *Request for Proposals* (RFP) advertised under Texas Education Code 44.031 and Austin Independent School District policies:

- CAA, Fiscal Management- Financial Ethics
- CH, Purchasing and Acquisition;
- CHE, Purchasing and Acquisition- Vendor Relations;
- CHF, Purchasing and Acquisition- Payment Procedures;
- CHG, Purchasing and Acquisition- Real Property and Improvements; and
- CHH, Purchasing and Acquisition- Financing Personal Property Purchases.

Individuals or entities considering whether to submit a bid or proposal are encouraged to review the entirety of these policies before submitting a bid or proposal. All can be accessed on the District's web site <u>www.austinisd.org</u> in the Quicklinks box under Policy. Selected portions are re-stated here for emphasis.

<u>Ethics</u>

"All Trustees, employees, vendors, contractors, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources." Policy CAA (Local)

Contacting Board Members

"Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal or a bid is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken." Policy CHE (Local)

Opening Bids

"Bids may be opened only by the Board at a public meeting or by an officer or employee of the District at or in an office of the District. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price." *Local Gov't Code 271.026*

"The Board shall have the right to reject any and all bids." Local Gov't Code 271.027(a)

Bid openings and the receipt of proposals will be held at the offices of:

Austin ISD Contract & Procurement Services 1111 West 6th Street, Building A, Suite 330 Austin, Texas 78703

Bids and proposals are due no later than 2:00 PM on the date indicated in the IFB or RFP.

"The public and all bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered." Policy CH (Local)

"Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and the public and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened." Policy CH (Local)

Factors

"In awarding a contract, the District shall consider:

- 1. Purchase price.
- 2. The reputation of the vendor and of the vendor's goods and services.
- 3. The quality of the vendor's goods or services.
- 4. The extent to which the goods or services meet the District's needs.
- 5. The vendor's past relationship with the District.
- 6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
- 7. The total long-term cost to the District to acquire the goods or services.
- 8. For a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
- 9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b)

Recycled Products

"The District shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality." Policy CH (Legal)

Agricultural Products

"If the cost and quality are equal, the District shall give preference in purchasing to agricultural products, including textiles and other similar products that are produced, processed, or grown in Texas." Policy CH (Legal)

Vegetation for Landscaping

"If cost is equal and the quality is not inferior, the District shall give preference to Texas vegetation when it purchases vegetation for landscaping purposes." Policy CH (Legal)

Instructions

- 1. Read the entire contents of the solicitation and respond with a complete and accurate bid or proposal (offer). Failure to do so may be grounds for disqualification of your offer. All supplemental information required by the IFB or RFP must be included.
- 2. A copy of the Standard Services Agreement or Master Purchase Agreement is included for information purposes only. In the event of an award decision under this solicitation, both parties will negotiate an agreement for execution. The District has prepared the referenced agreement boilerplates to expedite the process. Please review all provisions and identify any exceptions or suggested additions to the agreement in your proposal.
- 3. State the manufacturer, trade and/or brand name and model that the bidder commits to provide for each item. The use of brand and manufacturer's name in the solicitation is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Illustrations and complete product specifications shall be included with the offer if bidding other than specified.
- 4. Complete the Conflict of Interest Questionnaire (Form CIQ), as prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code submitted online at: <u>http://archive.austinisd.org/inside/hb914/cigform.phtml</u>
- 5. Bidders may make written inquiries concerning this solicitation to obtain clarification of the requirements. Inquiries shall be submitted no later than the time and date specified on the cover page. Questions received by this deadline and corresponding answers will be included in an Addendum and posted to our website at: http://www.austinisd.org/contractandprocurement/advertised-bids-rfps

Submit inquiries via email to the contact person listed on the cover page. In the subject line of the email, type: "Questions, IFB # or RFP # and Title of IFB or RFP".

6. Bids must be submitted on this form and must reach the Austin Independent School District (AISD) Carruth Administration Center (CAC) on or before the hour of opening on the date specified. SUBMIT ORIGINAL PLUS ONE (1) COPY in a sealed, plainly marked envelope.

Required Forms

Bidders shall execute the following forms and return the signed original with their proposal.

Bid Certification

Bidder certifies that they have not offered any pecuniary benefit or thing of value to gain advantage or influence a decision in this matter.

Notification of Criminal History of Contractor

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

Debarment, Suspension and Ineligibility Certification

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

W-9

Form W-9 is the IRS form used by Austin ISD to request your taxpayer identification number. You may get a blank Form W-9 to fill out if you or your business is hired to provide goods or services. Filling out a W-9 is straightforward. Just provide your name and Social Security Number, or the name and Employer Identification Number of your business. By submitting a W-9, you are certifying that the tax id number you are providing is correct and accurate.

http://www.irs.gov/pub/irs-pdf/fw9.pdf

Central Texas Purchasing Alliance (CTPA) Adoption Clause

CTPA is a local purchasing cooperative with member public school districts. If authorized by the vendor or service provider, contracts and supply agreements resulting from this solicitation will be available to member districts. Participation is not mandatory and will not be a factor considered in the evaluation of proposals; however, the form does need to completed and submitted with your proposal.

Interlocal Cooperative Agreement Clause

Similar to the CTPA adoption clause, if authorized by the vendor or service provider, contracts and supply agreements resulting from this solicitation will be available to local government organizations. Participation is not mandatory and will not be a factor considered in the evaluation of proposals; however, the form does need to completed and submitted with your proposal.

OPTIONAL FOR SOFTWARE PRODUCTS:

Software Vendor Certification Form

BID CERTIFICATION

The undersigned Bidder (Contractor), by signing and executing this bid, certifies and represents to the Austin Independent School District that Bidder 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 bid; the Bidder also certifies and represents that Bidder 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 bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Austin Independent School District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder 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 Austin Independent School District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

FIRM NAME		
PHONE		EMAIL
ADDRESS		
CITY	_STATE	ZIP
SIGNED BY		TITLE
PRINTED NAME		DATE

NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

Statutory citation is found in the Texas Education Code §44.034.

Subsection (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.

Subsection (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.

Subsection (c): This section does not apply to a publicly held corporation.

I, the undersigned officer or agent for the contractor named below, certify that the information concerning notification of criminal history of contractor has been reviewed by me and the following information furnished is true and correct to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME:

Check only one of the following:

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

My firm IS NOT owned nor operated by anyone who has been convicted of a felony.

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

Signature of Company Official:

DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4

Federal agencies, state agencies, and local governments, including the Austin Independent School District, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, *Grants andCooperative Agreements with State and Local Governments*, Section 1 (d), requires that Austin ISD shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible.

"Contractor" means any individual or other legal entity that -(1) Directly or indirectly submits offers for or is awarded a Federal Government or Austin ISD contract or a subcontract under a Federal Government or Austin ISD contract; or (2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Austin ISD.

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Ref: 2 CFR 11 Part 215

Contractors submitting a bid or proposal in an amount expected to equal or exceed \$25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

VENDOR'S NAME:

Authorized Officer or Agent:

Printed name of company official signing above:

Date Signed:

Central Texas Purchasing Alliance (CTPA) Adoption Clause

Statutory citation is found in the Interlocal Cooperation Act, Texas Government Code §791.

The Central Texas Purchasing Alliance (CTPA) is an organization formed by interlocal agreements and between independent school districts (members) in Texas for the purpose of engaging the districts to share purchasing opportunities for goods and services. All member contracts, regardless of whether formed as a result of CTPA activity or interaction, shall be directly between the member and the contractor providing goods and services to the member. The CTPA, in and of itself, shall not have the authority to make purchases of goods and services.

- A. If authorized by the Vendor, resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Members may <u>purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.</u>
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, <u>www.txctpa.org/memberlist</u>
- C. Any member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION.

 YES
 NO
YES, with the exception of the following districts:

Vendor Name:

Printed Name of Authorized Company Official:

Signature of Company Official:

Date:

INTERLOCAL COOPERATIVE AGREEMENT CLAUSE

Pursuant to the Texas Education Code 44.031 (a) (5), the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, government entities, i.e. state agencies, local governments and school districts, are authorized to enter into cooperative/interlocal agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful Proposer only. If authorized by the Proposer, the government entities would be eligible, but not obligated, to purchase goods and/or services in accordance with the terms, conditions, specifications, and pricing established under the contract(s) awarded to the Austin Independent School District as a result of this solicitation. In the event the successful Proposer allows another government entity to join the Austin Independent School District contract, it is expressly understood that Austin Independent School District shall in no way be liable for the obligations of the joining government entity. All purchases by a government entity other than Austin Independent School District will be billed directly to that government entity and paid by that government entity. Austin Independent School District will not be responsible for another government entity's debts. Each government entity will order its own material/service as needed.

Several government entities around the Austin Independent School District may have an interest in being included in a contract resulting from this solicitation. Should these government entities decide to participate in this contract, would you (the Proposer) agree that all terms, conditions, specifications, and pricing would apply?

Yes No
FIRM NAME
AUTHORIZED OFFICER OR AGENT
PRINTED NAME
TITLE
DATE SIGNED:

Campus/Dept :

PR #:

RFP#:

Standard Service Agreement between Austin Independent School District and

Contractor Name

This AGREEMENT is entered into on the day all parties fully execute this agreement by and between herein called "Contractor" and the Austin Independent School District, herein called "District." The parties hereto agree as follows:

GENERAL PROVISIONS:

- 1. <u>SERVICES:</u> The Contractor agrees to perform, during the term of this agreement, services as described in "Statement of Work" Exhibit A which summarizes the scope of work to be completed. The Contractor agrees to provide the services detailed in Exhibit A and any additionally required services necessary under this agreement in a prompt, timely and professional manner. The Contractor agrees contracted services will not begin and payments will not be made by the District until the agreement is fully executed, a purchase order has been issued to the Contractor and an invoice has been submitted. Per District policy, contracted services provided by District employees or their immediate family members are prohibited without prior approval from the Superintendent or designee.
- 2. <u>TERM OF AGREEMENT</u>: The term of this agreement shall start upon full execution and ends on Date(s) of service include:
- 3. <u>RENEWAL OPTIONS</u>: Provided that the agreement is still in effect, the District shall have the option to renew the term of this agreement for () additional one-year periods commencing at the expiration of the term as defined in Provision 2 and upon the same terms and provisions set forth herein. Renewal options shall be made by amendment to this agreement, in writing and signed by authorized representatives of the Contractor and District.
- 4. <u>COMPENSATION</u>: The District agrees to compensate the Contractor for services related to the performance of this agreement based upor work actually performed not to exceed the total amount of \$. The basis of compensation and/or payment schedule will be detailed in the "Basis of Compensation" Exhibit B. There is no minimum guarantee of service and thus there is no minimum guarantee of payment to any singular company. The Contractor shall not receive reimbursement for travel, meals and lodging related to services rendered in fulfilling the obligation of this agreement unless expressly authorized by the District.
- 5. <u>ENTIRE AGREEMENT; AMENDMENT</u>: This agreement constitutes the entire agreement of the parties hereto and it may not be altered or amended except in writing and signed by authorized representatives of the Contractor and District.
- 6. <u>FORCE MAJEURE</u>: Neither party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.
- 7. <u>DISPUTE RESOLUTION</u>: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

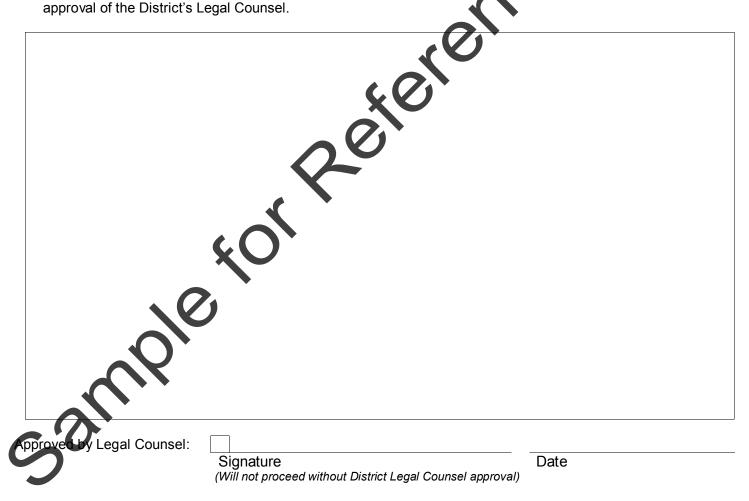
- 8. <u>ASSIGNMENT OR DELEGATION</u>: Contractor retains the right to assign or delegate these duties to another individual within his or her employ, but such assignment may only occur after first receiving advance written approval from the District.
- 9. <u>TERMINATION OF AGREEMENT</u>: This agreement shall terminate at the time such final service is completed unless the agreement is extended by amendment for a short term in writing and signed by authorized representatives of the Contractor and District. The District may terminate the agreement for any reason if the Contractor fails to fulfill the obligations in a timely and proper manner. The District may terminate the agreement by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the agreement, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this agreement at any time without cause by the furnishing of a five (5) day written notice from an authorized District representative to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this agreement, less any compensation previously paid.
- 10. <u>HOLD HARMLESS AND INSURANCE REQUIREMENTS</u>: It is agreed that the Contractor is an independent contractor and shall be solely responsible for payment of employees. Contractor shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. Contractor shall provide, if required, workers' compensation and public liability insurance to protect the Contractor from liability for injuries or damages .The Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or breach of this agreement.
- 11. <u>NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR</u>. The Contractor will complete "Notification of Criminal History of Contractor", Exhibit C, of this agreement in reference to the Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), which 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 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.

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."

This notice is not required of a publicly-held corporation.

- 12. <u>CRIMINAL HISTORY RECORD INFORMATION</u>: The Contractor shall ensure that a criminal history record review has been conducted on all of its employees, interns, volunteers or contractors providing services for the District under this agreement and there is no criminal history record that would prevent employees, interns, volunteers or contractors from working in District facilities or events sponsored by the District as per "Criminal History Record Information and Contractor Certification", Exhibit D incorporated by reference into this agreement. If it is determined that any of the Contractor's staff is in violation of this provision, the Contractor shall immediately remove such employee from the property of the District with no requirement of written notice from the District and shall prohibit such employee from future entry on the property of the District.
- COVERNING LAW; VENUE: This agreement shall be governed by the laws of the State of Texas. The courts within the State of Texas shall have exclusive jurisdiction over all disputes pertaining to this agreement, and venue for all disputes shall be in Travis County, Texas. Contractor agrees to abide by all local ordinances, state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §1630, et seq.; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; the Family Educational Rights and Privacy Act, 20 USC §1232g, et. seq., 34 CFR §99.1, et seq.; Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq. and any applicable federal, state, local and private grant requirements. Additional grant requirements may be added as an addendum to the agreement.

- 14. <u>RETENTION OF RECORDS AND AUDIT</u>: The Contractor shall retain any books, documents, papers, and records that are directly pertinent to the agreement. The Contractor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of agreement. The Contractor agrees that it will allow the District to examine, evaluate and audit its performance of services provided under the terms of this agreement. This examination, evaluation and audit may include site visitation, observation of performance in operation, interview and the administration of questionnaires to the staff of the Contractor when deemed necessary.
- 15. <u>SIGNATORY AUTHORITY</u>: Each individual signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. The signing of this document represents and warrants the execution and delivery of the agreement and the performance of obligations that have been duly authorized. This agreement is valid, legal, binding and enforceable in accordance with its provisions.
- 16. <u>TRS RETIREE</u>: The Contractor will ensure that the Contractor and each person employed by the Contractor to provide services to the District under this agreement that is receiving benefits from the Teacher Retirement System of Texas (TRS) must sign and return, along with the agreement, a cory of the TRS Retiree Form as set forth in Exhibit E of this agreement.
- 17. <u>SPECIAL PROVISIONS:</u> Please note that changes or additions to the provisions will be made only upon approval of the District's Legal Counsel.



By signing this agreement, the Contractor and District agree to be legally bound by its terms and conditions. IN WITNESS WHEREOF, the parties have executed this agreement by the authorized representatives below:

AUSTIN INDEPENDENT SCHOOL DISTRICT:

CONTRACTOR:

Principal/Director Name:	Date	Title: Name:	Date
Associate Superintendent/ Executive Director Name:	Date	Title: Name:	Date
Director of State, Federal and Private Accountability (Only applicable if utilizing grant funds) Nancy Phillips	Date		
District Policy CH- Agreements in v signatures are present:	alue range o	f \$10,000-\$50,000 are only	valid when the following
Chief Officer Name:	Date		
Chief Financial Officer Nicole Conley	Date	_	
District Legal Counsel Ylise Janssen	Date	_	
Superintendent Dr. Mena J. Carstarphen	Date	_	
District Policy CH -Board Item - above	\$50,000 and		

District Board President Vincent M. Torres

(

EXHIBIT A

STATEMENT OF WORK

<u>OWNERSHIP OF WORK</u>: Contractor recognizes that the District will have perpetual, non-exclusive, non-transferrable license to use any work product or deliverables developed by the Contractor in the performance of the services and delivered to the District, upon the District's payment in full of all amounts due hereunder. The Contractor retains ownership of all information, software and other property owned by it prior to this agreement or which it develops independently of this agreement and all work products compiled or developed by the Contractor in the performance of this agreement.

<u>CONFIDENTIALITY</u>: The Contractor shall maintain strict confidentiality of all information, dates or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law.

<u>INCORPORATION BY REFERENCE:</u> All Invitation for Bids (IFB), Bids, Request for Proposals (RFP), Proposals, Request for Quotes (RFQ), and Quotes associated with this agreement hereunder shat be incorporated by reference.

INSTRUCTIONS:

Statement of Work will include a detailed description of required services that will be performed by the Contractor including actual tasks, deliverables, direct methodologies to be used, qualitative and quantitative designs, performance requirements and timelines (start and end dates) according to specifications and expectations of the agreement:

Description of service: Type in service being rendered, attach quote or a detailed statement of work from Contractor.



EXHIBIT B

BASIS OF COMPENSATION

INSTRUCTIONS:

Basis of compensation should include applicable rate regarding:

- an hourly rate;
- daily rate; or
- payment schedule.

and the total amount as indicated in Provision 4 of this agreement.

Note: \$25,000 and above requires the completion of the Debarment, Suspension and Ineligibility Certification form in Exhibit F.

You may attach a COMPENSATION/FEE SCHEDULE/QUOTE or complete the pricing information below:

Compensation	Rate of Compensati	on	# of units	QTY			Subtotal
Example:				0		<i>.</i>	(
\$ 25.00	Per Hour	X	Hours		_ =	\$	100.00
\$	Per Hour	х	Hours	3		=	\$
\$	Per Day	х	Days			=	\$
\$	Per Participant	х	Participant	S		=	\$
\$	Per Month	X	Months			=	\$
\$	Materials*	x				_ =	\$
\$	Other**					=	\$
			•				
				AGREEMENT	FOTAL	-	\$

Payment will be made according to the Distric Comptroller's published Accounts Payable schedule.

* Record additional descriptive information here (i.e., Training materials)

**RELATED TRAVEL INFORMATION-

If <u>unscheduled</u> travel is required (cost not included in total compensation) by the Contractor due to additional consultation of services requested by the District, the District will reimburse the Contractor and assigned staff travel expenses as per requirements below.

• District will only reimburse for transportation, meals and lodging expenses.(Reimbursement will not include gratuity, alcoholic beverages and entertainment expenses);

Travel expenses must have actually been incurred during the performance period of the Agreement;

Costs must be identifiable, supported by evidence of original receipts or other authorized payment documents; and

•Travel has to be undertaken by the most appropriate means of transport, the most direct practicable route and the least costly fare structure (economy class if air fare). Expenses for meals and lodging shall be paid within the requirements of the U.S. General Services Administration (GSA). Costs shall not exceed the allowable GSA travel rates identified by area and time period that can be located at www.gsa.gov.

EXHIBIT C. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR:

Statutory citation is found in the Texas Education Code §44.034.

Subsection (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.

Subsection (b): A school district may terminate a contract with the 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.

Subsection (c): This section does not apply to a publicly held corporation.

I, the undersigned officer or agent for the contractor named in the agreement, certify that the information concerning notification of criminal history of contractor has been reviewed by me and the following information furnished is true and correct to the best of my knowledge.

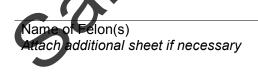
Contractor – select one of the three statements below and record requested information:

Check only one of the following:

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

My firm **IS NOT** owned nor operated by anyone who has been convicted of a felony.

My firm **IS** bwned or operated by the following individual(s) who has/have been convicted of a felony.



Details of conviction(s) Attach additional sheet if necessary

EXHIBIT D. CRIMINAL HISTORY RECORD INFORMATION/ CONTRACTOR CERTIFICATION:

1. The Contractor is directly responsible to ensure that a criminal history record review has been conducted and that there is no criminal history record that would prevent the "covered" worker from working in the District's facilities or in events sponsored by the District. **Definition of a "covered" worker:**

a. the CEO or President of the company and makes all final decisions for the company or organization entering into a agreement with the District:

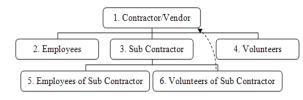
b. any and all individuals that are employees of the Contractor (a person that receives a W-2 tax form from the Contractor);

c. any and all individuals that serve as a sub-contractor to the Contractor (a person that receives a 1099 tax form from the Contractor);

d any and all individuals that serve as a volunteer (a person serving without any type of compensation) working directly with the Contractor;

e. any and all individuals that serve as employees of a sub-contractor (a person that receives a W-2 tax form from the sub-contractor); and

f. any and all individuals that serve as a volunteer working with the sub-contractor. For purposes of this contract, a volunteer working with a sub-contractor is considered to be a volunteer working directly with the Contractor.



2. Contractor's Criminal History Record Review Requirements:

a. "Covered" Workers/Contractor and Employees – The Contractor is solely responsible to review all criminal history record results for all covered workers and must ensure that all covered workers are eligible to work in the District's facilities or at the District's sponsored events with the contract. To conduct the criminal history record review for covered workers employed by the SSA Revision # 8, April 1, 2014 contractor, the Contractor must establish a criminal history clearinghouse account with the Texas Department of Public Safety (DPS). After this account is established, all covered workers under these categories must be fingerprinted by the organization designated by the State and the Contractor must confirm that there is no criminal history record that would prevent the covered worker from serving in the District's facilities or in events sponsored by the District. Contractors with five (5) or fewer total covered workers may choose to establish the clearinghouse account with DPS or go directly to DPS and be fingerprinted.

b."Covered" Workers/Sub-Contractors, Volunteers, Employees of Sub-Contractors and Volunteers of Sub-Contractors – To conduct the criminal history record review for covered workers in these categories, the covered workers must go directly to DPS and be fingerprinted.

c. Requirement of Contractor to submit a list of Covered Workers (D.1) – The Contractor must submit a list of all current and past covered workers eligible to work in the District's facilities or at District's sponsored activities associated with the Contractor under this agreement at the time of execution of the agreement. The list must include the covered worker's name and a current Texas or out of state driver's license or identification number. Contractors are required to <u>update this list each menth</u> <u>as to any employee related personnel changes</u> (i.e. new hires, terminations, etc.).

3. Eligibility of "Covered" Workers to Work Under the Agreement: Covered workers with a criminal history record as specified below shall not be eligible to work in the District's facilities or at District's sponsored activities:

- Any felony conviction at any time
- Any misdemeanor conviction within the past five years; or
- Any arrest at any lime for which the disposition is unknown.

Covered workers that have two or more misdemeanor convictions more than five years ago must be reviewed for work eligibility by the District's Office of Human Resources. An individual that is sponsored by a Contractor to work in a District facility or at a District sponsored event during only one occasion, or on very infrequent occasions, will not need to have a criminal history review, provided that the individual is accompanied at all times by one of the Contractor's covered workers that is eligible to work. The Contractor is solely responsible for ensuring that these criteria are met at all times. Any exceptions to the above eligibility requirements must be approved by the District's Office of Human Resources.

4. If it is determined that any information in the "Covered Workers List" is incorrect on f the Contractor and Sub-Contractor fail to comply with the certification provision within this agreement, the Contractor and Sub-Contractor shall be in material default under this agreement. Furthermore if it is determined at any time that a covered employee is on District Property in violation of Provision 12 of this agreement, the Contractor shall immediately remove or cause to be removed such covered employee from the District Property with no requirement of written notice from the District and shall prohibit such covered employee from the to reserve the right to cause the District's police or other security personnel to remove such employee from the District's police from t

5 Any Contractor under Section 1-f of Exhibit D that enters any District facility or District sponsored event during only one occasion is not subject to the requirements of the Criminal History Records Review, provided the individual is accompanied at all times by a District employee.

CONTRACTOR review the following acknowledgement statement, choose your appropriate company status. Complete Covered Workers List if applicable:

I hereby certify to the District that I will comply with the requirements stated in the above CRIMINAL HISTORY RECORD INFORMATION/ CONTRACTOR CERTIFICATION (Exhibit D) and will ensure that a criminal history record review has been conducted of all covered workers or that the Contractor is an individual engaged in a single event or occurrence and the requirements have been met as defined above.

EXHIBIT D.1 Covered Workers List

A) Please check your company status and complete the additional Covered Workers List **if required**.

Check one	Company Status	Additional Information Required			
	Individual	Contracting for single event w/District for current school year as defined in Exhibit D, Provision 5.	None		
	Individual	With ongoing contractual relationship for the current school year.	Complete Covered Workers Libelow (B)		
	Entity	Company/corporation	Complete Covered Workers Li below (B)		

B) Completely record all requested information. Use of a current driver's license of D is required.

-Reminder: Contractors are required to update this list each month **ONL** has to any employee related personnel changes (i.e. new hires, terminations, etc.). When completing form during update, select New Hire or Terminated and record date. You may download and save this form for future use. **Attach additional page if needed.**

Last Name, First Name	*New Hire (NH) or Terminated (T) <i>Circle One</i>	*Da łe	Drivers License (DL) or ID Circle one	State of Issue	Drivers License (DL) or ID #	
	NH / T		DL / ID			
	NH / T		DL / ID			
	NH / T		DL / ID			
	NH / T		DL / ID			
	NHYT		DL / ID			
	NH Y T		DL / ID			
	NH / T		DL / ID			
	NH / T		DL / ID			
	NH / T		DL / ID			
	NH / T		DL / ID			
	NH / T		DL / ID			
	NH / T		DL / ID			
	NH / T		DL / ID			
c'O	NH / T		DL / ID			
5	NH / T		DL / ID			
<u> </u>	NH / T		DL / ID			
	NH / T		DL / ID			

EXHIBIT E. TRS RETIREE:

If you are receiving or have received retirement benefits through the Teacher Retirement System of Texas (TRS) or any other retirement program (Retirement Benefits), you acknowledge the following:

-The District cannot and does not make any guarantees regarding your continued right to receive the Retirement Benefits.

-You are relying on your own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which you retired. You are not relying on any statements made by the District regarding the effect of District employment or contracting with the District on your Retirement Benefits.

-You agree not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District for any loss or reduction in the value of your Retirement Benefits.

-If you retired under the TRS, the District must report your employment to the TRS. You agree not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District based on such reports.

-You acknowledge that, because of your retiree status, the District will incur expenses over and above those associated with hiring a non-retiree in a similar position with similar years of experience. You agree that the District may reduce your pay or contracted compensation to offset these expenses, provided that your salary does not fall below the state minimum, if applicable.

EXHIBIT F. DEBARMENT, SUSPENSION, AND INELIGIBILITY CERTIFICATION: Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 0.4 Federal agencies, state agencies, and local governments, including the Austin Independent School District, shall solicit offers from, award contracts to and consent to subcontracts with responsible contractors only. OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*, Section 1 (d), requires that Austin ISD shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, s spended, proposed for debarment, or otherwise declared ineligible. "Contractor" means any individual or other legal entity that –

(1) Directly or indirectly submits offers for or is awarded a Federal Government or Austin ISD contract or a subcontract under a Federal Government or Austin ISD contract; or (2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Austin ISD.

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Ref: 21CFR 11 Part 215

Contractors submitting a bid or proposal in an amount expected to equal or exceed \$25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, on otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment or otherwise declared ineligible by a Federal agency.

EXHIBIT G. CAMPUS SECURITY REQUIREMENTS FOR CONTRACTORS: At all times when the Contractor, subcontractor, staff, and volunteers enter a District facility, each individual must go to the front office of the campus and provide valid identification and justification of their presence on the campus.

EXHIBIT H. INVOICING AND PAYMENT: Once services described in "Statement of Work", Exhibit A have been performed and completed, the Contactor agrees to submit an original invoice referencing Purchase Order number requesting payment for performance: Austin Independent School District, 1111 West 6th Street, Austin, Texas 78703-5300, Attention: Accounts Payable. Contact number is 512.414.2362

EXHIBIT I. NOTICES: Any notices required or permitted by this agreement shall be in writing and delivered to the parties as set forth on page 10.

Contractor acknowledges Exhibits A through I.

CONTRACTOR SIGNATURE:

Company or	Title			
Signature Representat	of	Authorized	Date	

CONTACT INFORMATION FOR NOTICES

AUSTIN INDEPENDENT SCHOOL DISTRICT	COMPANY INFORMATION
(Initiator of agreement)	Contractor : Complete information, check boxes below, and respond to Purchase Order (PO) preference.
School/Department	Contractor Name
Representative (print name)	Title
Title	Business Name or DBA (Print)
Address	Address
City, State, Zip	City, State, Zip
Business Telephone Facsimile	Business Telephone Facsimile
Business Email	Business Empil
Signature	Signature
Date	Date
	Independent Contract Certification:
	Check if Contractor was previously employed by the District.
κO'	Tax Information:
	Check if W9 Tax Form has been completed and submitted to the District
	Purchase orders (PO) are sent electronically Please check preference:
Ň	Fax Email
Salli	Additional contact information:
	Name
	Title
	Business Telephone
	Business Email