

Lamar Consolidated Independent School District(LCISD) Solicitation Cover Sheet

Solicitation #	31-2024TB
Due Date:	June 27, 2024
DUE NO LATER THAN 2:00 PM (CDT)	
LATE BIDS WILL NOT BE ACCEPTED	

Request for Proposal (RFP): 31-2024TB Catering, Banquet Services and Food Trucks

PLEASE NOTE

Carefully read entire document. Complete all forms and submit your responses with all appropriate attachments. **This contract replaces 33-2023SE and 47-2023SE (Both expires 09/2025). All vendors are required to respond to this new RFP, failure to do so, will impact your opportunity to continue business with Lamar CISD.**

Please submit your hard copy response in a sealed envelope with the solicitation #, description, and marked "SEALED RESPONSE".

**RETURN SOLICITATION RESPONSE TO:
Lamar CISD Purchasing & Materials Management
4901 Avenue I, Rosenberg, TX 77471**

For additional information contact:

Thamara Bochat 832-223-0175 or by email at

thamara.bochat@LCISD.org

Company Name		
Company Address		
City	State	Zip
Taxpayer I.D. #		
Telephone	E-mail	
Print Name		
Signature		

Your signature attests to your offer to provide the goods in this solicitation according to the published provisions of this solicitation. Contract is not valid until LCISD Board has approved the award.

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Introduction

DISTRICT INFORMATION Lamar CISD (LCISD) is a Texas public school District located in West Fort Bend County Texas. LCISD is a rapidly growing school district and with that knowledge it is presumed that some locations may be added or removed in this contract.

Employees: 5,000+ (approximately)

Students: 45,085 (as of 2023-24 school year)

Square Miles: 385 (approximately)

Campuses: 47 schools and 9 District sites (additional campuses pending)

Additional District Information: <https://www.lcisd.org/>

PAYMENT LCISD utilizes an official Purchase Order document for payment agreement. If your company does not accept purchase orders, identify with your information and within following questionnaire. LCISD will not prepay for services, payment is made at completion of service. Vendors shall attach a copy of their W-9 form with their response to LCISD. All sales will be exempt from state taxes. Lamar CISD is exempt from all Texas state sales tax. A Texas Sales Tax Exemption form for Lamar CISD is attached to this packet.

Invoices shall be sent to:

LAMAR CISD

Attn. Accounts Payable

3911 Avenue I

Rosenberg, TX 77471

EVALUATION After the opening date, respondents' documents will be based upon evaluation criteria given herein. Evaluation shall be supervised and collected by a member of the Lamar CISD Purchasing Department.

PRICING Proposers shall complete a market basket price list which shall reflect the Proposer's applied primary discount (discount range) to the items based on quantities. Proposed prices or discounts offered to LCISD may be considered the Bidder's most favored end user pricing.

To provide LCISD the benefit of budgeting and planning, discount shall remain firm for first contract year. However, increases shall be communicated by written notice to LCISD at each renewal period. If Awarded Vendor offers or provides a decrease in price or an increase in discount to its customers for the same commodities, under the same terms and conditions, provided for LCISD pursuant to its Contract, Awarded Vendor must provide the same decrease in price or increase in discount for LCISD. LCISD recommends that Awarded Vendor provide any price decrease or discount increase voluntarily.

RELATED ITEMS Related items are other *relevant* items that may not be listed within the price delivery sheet, but available under this proposal. Your company is highly encouraged to submit a percentage discount off related items, even if it is zero percent (0%), to better evaluate your company.

DELIVERY PERSONNEL Awarded is required to comply with Contractor Certification. LCISD prefers uniformed delivery personnel with badges and easily identifiable. All delivery personnel to a LCISD location will be required to present a valid Texas driver's license before entering a LCISD building beyond the front office.

PURCHASE ORDER REQUIRED It is necessary for vendors to understand that no orders may be filled until you have an approved purchase order signed by the Purchasing Director. Do not fill orders that are placed in person or over the phone until you have a valid purchase order.

TERMS AND CONDITIONS This solicitation shall be governed by the following documents which are incorporated herein. A copy may be obtained at <http://www.lcisd.org/departments/business-office/purchasing/terms-and-conditions> or by contacting the Lamar CISD Purchasing Dept. staff listed on the cover sheet. Any exception to the terms and conditions must be included in the Proposer's response.

Texas Education Code 44.031

Purchasing and Acquisition, LCISD Policy CH (Legal)

Purchasing and Acquisition, LCISD Policy CH (Local)

LCISD reserves the right to award this contract as best meets the District needs to include primary and alternate, dual, or multiple awards. **The District will not provide any guarantee on the amount awarded.**

INTERLOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS THROUGH THE CENTRAL TEXAS PURCHASING ALLIANCE

- A. *Membership.* LCISD is a member in good standing of the of the Central Texas Purchasing Alliance(CTPA) an alliance of 100+ school Districts in Texas representing millions of students, sharing information, services, and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.
- B. *Adoption of Awarded Contracts.* In support of this collaborative effort, all awards made by LCISD maybe adopted by other active CTPA member Districts. By adopting a contract from another CTPA member District, the adopting District has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting District's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating District.

Scope of Work and Requirements

PURPOSE OF SOLICITATION The intention of this solicitation is to solicit proposals for catering, banquet services, and food trucks across the District. Each LCISD location seeking referenced services shall access an internal directory of vendors to choose from to meet their catering and banquet needs. This shall be a multi-vendor award.

Catering and banquet services shall be requested for LCISD organized events and functions, such as parent recognition events, staff awards, etc. Requests shall be at the discretion of the District and on an as needed basis. The District reserves the option to choose part or none of this proposal.

LENGTH OF SOLICITATION The contract period shall be for one year with four automatic renewal year options. In the event the products should be unsatisfactory because of condition, delivery time, services, or quality of product on three or more occasions, this contract, at the election of the School District shall be terminated. Lamar CISD will consider each year an option to extend the current contract for up to four, one-year renewal options if agreed to in writing by Lamar CISD Board of Trustees and awarded vendor. Lamar CISD will be the sole authority to determine if the contract will be extended.

BIDS MAY BE SUBMITTED TO LAMAR CISD via USPS, FedEx, UPS, or hand delivered to 4901 Avenue I, Rosenberg, TX 77471. Delivery only until Thursday, June 27, 2024, at 2:00 PM CDT. Proposals received after the opening date and time will not be accepted and will be returned unopened. **ONLY SEALED BIDS ARE ACCEPTABLE. EMAILED BIDS WILL NOT BE ACCEPTED.**

Submission Package must include:

- One (1) Original Paper
- One (1) Paper Copy
- One (1) USB/Flash drive (Preferred)

A response is required to all questions listed on the Price Delivery Information Sheet and the Questionnaire. Leaving a line blank shall be considered a “no bid” and may result in disqualification of your submission.

*For a map overview of LCISD please link to:

<https://www.lcisd.org/docs/default-source/students-parents-documents/district-map/district-map.pdf?sfvrsn=22>

Evaluation Criteria

This proposal shall be evaluated using the evaluation criteria listed below.

Vendor Minimum Acceptable Score: 70-point total minimum Vendors under the 70-point mark shall not be considered for further evaluation.

	Evaluation Criteria	Point System
1	<p>Purchase price – Proposal should offer a fair and reasonable price for goods/services to be procured by Lamar CISD.</p> <p><i>Pricing will be calculated using the Price Delivery Sheet in this document.</i></p>	25
2	<p>Reputation of the vendor and of the vendor’s goods or service– Proposer should have a solid reputation with other ISDs, Government or collegiate entities that shows a high level of customer service and a high level of quality of goods and services. <i>References will be contacted via e-mail.</i></p>	15
3	<p>Quality of the vendor’s goods or services– Services will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.</p>	15
4	<p>Extent to which the goods meet the District’s needs –Lamar CISD will require that the selected vendor:</p> <ul style="list-style-type: none"> Accepting payment terms regarding payment by LCISD Purchase Orders Detailed Menu with pricing. Availability of Catering and or Banquet Services. List with delivery times and locations. 	20
5	<p>Vendor’s past relationship with the District</p> <ul style="list-style-type: none"> 5= Good business with no documented issue 4= Good Business with LCISD, staff recommends use again 3= Performed business with LCISD 2= Performed business but required redirecting per staff 1= Never or performed poorly with issue documented 	5
6	<p>Long-term cost to the District to acquire the vendor’s goods or services</p>	10
7	<p>Ability to service our accounts with proper staff and insurance requirements. <i>Quality of services and availability of personnel. Provide proof of proper insurance as defined in this proposal.</i></p>	10
	<p>Total</p>	100 POINTS

Timetable

<u>Item</u>	<u>Activity</u>	<u>Date</u>
1	RFP starts to advertise (1st run)	05/02/24
2	RFP advertises (2nd run)	05/09/24
4	Deadline to submit questions	06/04/24
	Replies to questions will be posted on webpage	06/06/24
5	http://www.lcisd.org/departments/business-office/purchasing/current-bid-opportunities	
6	Deadline for submitting proposals	06/27/24
7	Award Date *estimated date*	August 2024

General Specifications

The intention of this solicitation is to solicit proposals for event catering, banquet services and Food Trucks for use across the District. This RFP will be awarded to multiple vendors as described. Any company may be rejected because of subsequently discovered information or poor vendor performance.

Awarded vendors are required to provide LCISD with a detailed catering menu along with pricing specifically for LCISD. In addition, a customized menu created by vendor for LCISD use is encouraged.

Awarded Vendors will provide the following:

- **Catering, banquet services and food trucks meals**
- **Detailed Menu with serving count and price discounts, specific to LCISD**

PRICING

Pricing discount of food and services should remain firm, to provide LCISD the benefit of budgeting and planning for event expenses without obtaining a quote each time. However, price increases may be considered upon notice to LCISD, at each renewal. If frequent occurrences of price increases or unstable pricing are communicated regularly, LCISD Purchasing shall have the option to withdraw vendor name.

MENU

The menu shall reflect complete details of meals offered and their associated serving amounts. In addition, menu shall communicate any ordering minimum or max. Vendor shall communicate within menu if paper goods, plastic ware, tablecloths, etc. are provided. The menu shall indicate if beverages are included in price per person or separately.

In addition, the menu shall indicate the best method of ordering and any additional ordering information. Custom menus built for LCISD use are highly encouraged, but not required. An example of a menu has been included within the proposal document for reference purposes only.

PAYMENT

LCISD utilizes an official Purchase Order document for payment agreement. If your company doesn't accept purchase orders, identify with your menu information and within following questionnaire. Vendors shall attach a copy of their W-9 form with their response to LCISD. All invoices MUST include a purchase order number. All invoices MUST be signed by a district employee.

DELIVERY PERSONNEL

Awarded vendors will be required to comply with the enclosed Contractor Certification. LCISD prefers uniformed delivery personnel with badges. All delivery personnel to a LCISD location will be required to present a valid Texas driver's license before entering a LCISD building beyond the front office.

CORPORATE (VS) FRANCHISE

If Proposer Company is managed by a Corporate Office, **only one (1)** proposal submission is required for **ALL locations** (W-9) must reflect the Corporate Office Information. If Proposer Company is an independently owned Franchise, **one (1) proposal** submission is required for **each location** (W-9) must reflect the Franchise Information.

IF YOU WISH TO SUBMIT A PROPOSAL

RETURN THE FOLLOWING
COMPLETED AND SIGNED:

PAGE 1

PAGE 10-36

WITH

ORIGINAL PAPER-1

PAPER COPY-1

USB/FLASHDRIVE-1 (PREFERRED)

IF YOU DO NOT WISH TO
SUBMIT A PROPOSAL:
ONLY RETURN THE
NO RESPONSE FORM (PAGE 9)

NO RESPONSE FORM

**RETURN ONLY IF YOU CHOOSE NOT TO SUBMIT A RESPONSE TO THIS SOLICIATION.
YOU MAY EMAIL THIS SINGLE PAGE TO THAMARA.BOCHAT@LCISD.ORG**

PLEASE PRINT CLEARLY

Whereas on the _____ day of _____, 2024

Name of company

has reviewed LCISD’s solicitation **RFP 31-2024TB** and elects not to submit a bid:

State Reason for no bid:

Street Address

City	State	Zip
------	-------	-----

Telephone/Fax Number

Name of Authorized Individual

Signature of Authorized Individual

Price Delivery - Menu

Attach your menu here.

RETURN THIS DOCUMENT IN BID/PROPAL PACKAGE

Price Delivery – Specialty Menu

Attach your specialty menu, example but not limited to the following (if applicable):

Vegan

Vegetarian

Gluten Free

Non-GMO

Dairy Free

Nut Free

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Price Delivery – Additional Information

Additional Information

Ordering Instructions to LCISD Customers: _____

Any Extra Set-Up charges: _____

Disposable eating utensils/napkins/tableware provided? **YES** or **NO** If “Yes” indicate fee: \$ _____

China and Linen Functions: **YES** or **NO** If “Yes” indicate fee: \$ _____

Full Service (Servers): **YES** or **NO** If “Yes” indicate hour rate: \$ _____

Best way to place an order: Phone Website

Order lead time: Hours _____ Days _____

Minimum order requirements? **YES** \$ _____ **NO**

Discount off menu price **YES** % _____ **NO**


Delivery Fees? **YES** \$ _____ **NO**

Set up Fees? **YES** \$ _____ **NO**

Check those that apply:

Delivery Only **Pick-up Only** **Both Delivery and Pick-Up Options**

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

<p align="center">SNACKS & TRAYS</p> <p>Buffalo Wings \$30.00 <i>Includes Ranch dressing. 60 pieces.</i></p> <p>Meatballs \$25.00 <i>Choice of Sweet n' Sour or BBQ. 60 pieces.</i></p> <p>Tortilla Rolls Tray \$45.00 <i>Choice of turkey or ham and cheese and lettuce. Approx. 70 pieces.</i></p> <p>Mini Sandwich Tray \$35.00 <i>Choice of turkey or ham and Cheese, lettuce and tomato. Serves 20-25.</i></p> <p>Meat & Cheese Tray \$30.00 <i>Ham, turkey, and assorted cheeses. Serves 20-25.</i></p> <p>Crisp Vegetable Tray \$30.00 <i>An assortment of fresh veggie with ranch. Serves 16.</i></p> <p>Seasonal Fruit Tray \$30.00 <i>A tasty assortment of ultra-ripened in season fresh fruit. Serves 16.</i></p> <p>Gourmet Cheese & Cracker Platter \$35.00 <i>Slices of assorted cheese served with crackers. Serves 16.</i></p> <p>Chips & Dips \$20.00 <i>Homemade Salsa, Guacamole & Chips. Serves 16.</i></p> <p>Sweet n' Salty \$35.00 <i>Assorted chocolate candy bars, nutty chips & pretzels. Serves 25.</i></p> <p align="center">DESSERTS</p> <p>Fresh Baked Cookies \$6.00 <i>Bakers Dozen, 13 count.</i></p> <p>Homemade Cake \$30.00 <i>Many flavors available. Serves approx. 20.</i></p> <p>Sticky Cinnamon Rolls \$18.00 <i>A dozen of Homemade jumbo soft and sticky cinnamon rolls.</i></p> <p>Fresh Baked Pies \$15.00 <i>Many flavors available.</i></p> <p>Fresh Baked Fruit Cobblers \$20.00 <i>Variety of flavors available. Serves approx. 12.</i></p> <p align="center">BEVERAGES</p> <p>Coffee, Orange/Apple Juice \$.75 <i>Per person</i></p> <p>Punch, Lemonade, Iced Tea, Bottle Water \$1.00 <i>Per person</i></p> <p>Bottle Juice, Can Soda \$1.25 <i>Each</i></p>	<p>ORDERING INFO</p> <p>Thank you for supporting the catering program at Fort Worth ISD. We know that you have other options, but we are pleased that you chose us!</p> <p>Catering orders will include all necessary utensils and condiments in quantities consistent with your order. We will use disposable packaging when possible, however, any non-disposables are property of the Fort Worth ISD Catering department and should not be removed from the catering site or a nominal fee will be assessed. We will return at a time specified by you to retrieve all non-disposable items.</p> <p>Delivery is free of charge to any district campus; however, a delivery fee of \$25.00 will be added to all food orders totaling \$100.00 or less. Additional fees will apply for off campus locations and/or after hour requests. Items will be delivered to your requested location on or before your specified time. Set up/tear down is only included with orders requesting a server. All other orders are the responsibility of the ordering party.</p> <p>Please ask about items you do not see on the menu as we specialize in catering many occasions ranging from extensive to simple. We are here to meet and exceed your needs.</p> <p>ORDERING It's easy to place an order!</p> <ol style="list-style-type: none"> Download and complete an order form at www.fwisd.org Click on Departments Click on Child Nutrition Services On the left, click on Forms On the right, under Catering-click on Catering Request form Complete the form and return by email to catering@fwisd.org or by fax to (817) 814-2024. Once we receive your completed form, we will return to you a quote for your approval and method of payment. Please review, sign with budget number and return by email to catering@fwisd.org or by fax to (817) 814-2024. Once we've received all information you will receive an email confirmation that your event has been scheduled. <p>While we make effort to accommodate last minute orders, please give us a 10 working day notice for all catering orders whenever possible.</p> <p><small>The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, marital and where applicable, political beliefs, marital status, family or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. That all prohibited bases will apply to all programs and/or employees and/or activities. If you wish to file a Civil Rights program complaint of discrimination, complete the U.S. Department of Agriculture (USDA) Complaint Form found online at www.dhs.gov/eisaa-civilrights, (form available for people with disabilities), or at any USDA office, or call (800) 845-0500 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to: Chief of U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, SW, Room 1128-D, Washington, D.C. 20250-0140, or email complaints@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-0138 (TDD). USDA is an equal opportunity provider and employer.</small></p>	<p align="center"><i>Catering at its very best...</i></p> <p align="center">UNIVERSITY <i>Grill</i></p> <p align="center">Fort Worth ISD Catering</p>  <p align="center">  Fort Worth ISD Catering 100 N. University Drive Fort Worth, TX 76107 Phone: (817) 814-2023 Fax (817) 814-2024 catering@fwisd.org www.fwisd.org </p>
--	--	--

<p align="center">EYE OPENERS</p> <p><i>Your morning selections are perfectly paired with seasonal whole fresh fruit, fresh brewed coffee or juice and bottled water. All compliments included. Minimum order of 15</i></p> <p>Quick Continental \$4.00 per person <i>Assortment of fresh breads; including muffins and danishes.</i></p> <p>Assorted Bagel Pack \$4.25 per person <i>Assortment of sliced bagels with cream cheese.</i></p> <p>Biscuits & Gravy \$5.00 per person <i>Hot biscuits served with country sausage gravy</i></p> <p>Breakfast Burritos \$4.00 per person <i>Choice of Sausage, Bacon or Ham, Egg & Cheese wrapped in a warm flour tortilla.</i></p> <p>Breakfast Croissants \$4.00 per person <i>Choice of Sausage, Bacon or Ham, Egg & Cheese on a sliced croissant.</i></p> <p>Hunger Tamer Breakfast \$7.00 per person <i>Scrambled eggs served with choice of sausage or bacon, breakfast potatoes and biscuits.</i></p> <p>Healthy Rejuvenator \$6.00 per person <i>Enjoy choice of fresh baked breakfast breads, yogurt cups & seasonal fresh fruit cups for whole fresh fruit.</i></p> <p align="center">BREAKFAST A LA CART</p> <p>Breakfast Combo (Ham or Sausage) \$1.00 ea</p> <p>Sausage & Pancake on a Stick \$1.00 ea</p> <p>2oz Sausage Roll \$1.00 ea</p> <p>4oz Sausage Roll \$1.75 ea</p> <p>Breakfast Burrito (Egg, Sausage, Bacon or Ham) \$2.00 ea</p> <p>Homemade Breakfast Breads (variety, serves 10) \$12.00 ea</p> <p>Breakfast Quiche (variety, serves 8) \$15.00 ea</p>	<p align="center">PREMIUM MEALS</p> <p align="center"><i>Each meal includes tea, punch or lemonade. Minimum order of 25</i></p> <p>University Grill BBQ <i>Sliced brisket served with your choice of potato salad or coleslaw, baked beans, fresh baked rolls & fruit cobbler.</i> \$8.00 per person</p> <p>Homemade Lasagna <i>Seasoned meat with tender noodles. Served with tossed salad with dressing, green beans, breadsticks & lemon cookies. Vegetarian option available.</i> \$8.00 per person</p> <p>Fiesta Extraordinaire <i>Chicken enchiladas served with Spanish rice, charro beans, fresh salsa, chips & Mexican wedding cookies.</i> \$8.00 per person</p> <p>Al Dente Pasta Bar <i>Tender pasta served with meat marinara and creamy Alfredo. Served with tossed salad with dressing, bread stick & lemon cookies. Vegetarian option available.</i> \$7.00 per person</p> <p>Simple Delight <i>Tender seasoned chicken breast served with roasted red skin potatoes, seasoned green beans, fresh baked dinner rolls & fruit crisp.</i> \$7.00 per person</p> <p>Country Delight <i>Country fried steak with hearty mashed potatoes and country white peppered gravy served with seasoned green beans, fresh baked roll & cinnamon apples.</i> \$7.00 per person</p> <p>Taco Salad Bar <i>Savory beef or chicken taco meat, Spanish rice, seasoned refried beans, lettuce, tomatoes, cheese, fresh salsa & fresh baked cookies</i> \$7.00 per person</p> <p>Baked Potato Bar <i>Baked potatoes served with chili, cheese, sour cream, butter, chives, fresh tossed salad with dressing & chocolate cake.</i> \$6.00 per person</p>	<p align="center">GOURMET LUNCH BOXES</p> <p><i>Box lunches include whole fresh fruit, cookie, potato chips, bottled water & condiments. Add a fresh fruit salad/pasta salad \$1.75 extra per person. Minimum order of 10 boxes of each variety.</i></p> <p>The Classic \$6.00 per person <i>Choice of turkey or ham & cheese on croissant with lettuce and tomato. Roast beef available add \$1.50 per person.</i></p> <p>Veggie Veggie Good \$6.00 per person <i>Flour tortilla wrapped around crispy fresh veggies with cheese.</i></p> <p>The Club House \$6.50 per person <i>Choice of turkey & ham or spicy Italian meats & cheese on a hoagie roll with lettuce and tomato.</i></p> <p>Salad Variety \$6.50 per person <i>Choice of tuna or chicken salad cup with lettuce, tomato & crackers.</i></p> <p>It's a Wrap \$6.50 per person <i>Choice of turkey or ham & cheese in a flour wrap with lettuce and tomato. Roast beef available add \$1.50 per person.</i></p> <p>Chicken Wrap \$7.00 per person <i>Tender slices of chicken breast and cheese with lettuce and tomato in a flour wrap.</i></p> <p align="center">SALAD EXTRAVAGANZA</p> <p><i>Includes fresh baked dinner rolls or cornbread, a variety of gourmet crackers & bottle water. Minimum order of 10 salads of each variety.</i></p> <p align="center"> Chicken Salad Tuna Salad Garden Salad Caesar Salad Italian Pasta Salad Potato Salad Strawberry Spinach Salad </p> <p align="center"> Choose Any Two: \$5.00 per person Choose Any Three: \$6.50 per person </p>
---	---	---

Questionnaire

Vendor Name: _____

Point of Contact Name: _____

Phone Number: _____

Email Address: _____

Location Address: _____

1. Do you currently do business with Lamar CISD? Yes No
2. Have you provided goods and services with Lamar CISD in the past? Yes No
3. Is your principal place of business located in the State of Texas? Yes No
4. Does your business employ more than 500 people in the State of Texas? Yes No
5. Do you have any pending litigation? Yes No If yes, please attach a separate page explaining.
6. Number of years your company has been in catering services. _____
7. Is your company able to service deliveries to LCISD locations and Fort Bend surrounding area?
 Yes No If no, explain exceptions _____
8. Does your business have online ordering capabilities? Yes No
9. Does your business have a current website? Yes No If yes,

10. Do you have experience working with other school districts in Texas? Yes No
11. Will there be a specific customer service contact person if problems arise? (Name, phone, e-mail)

12. Have you included your detailed menu along with ordering information? Yes No
13. What is the lead-time after an order is placed? _____
14. Do you have any order minimum or max serving size? Yes No
If yes, please detail within your menu for LCISD.
15. Is your business able to provide banquet room rentals at your location? Yes No
If yes, please include attachment with room rental details and pricing.
16. If “Yes” to above question, are your banquet rooms restricted to catering by your facility only?
 Yes No
17. Does your business accept purchase orders from Lamar CISD? Yes No
18. Does your company accept credit cards with a without processing fee? Yes No, please note
fee _____
19. Will your company require a deposit or signed contract from LCISD? If so, please explain below.

20. Does your business provide table décor to compliment the food, if requested?
 Yes No
21. Does your company provide an ‘overage’ for buffet style? Yes No If yes, _____% and price _____
22. Is your company able to provide calorie counts on majority of menu items, if requested? Yes No

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Proposal Submission Form

Please Print

Whereas on the _____ day of _____, 2024

_____ has reviewed

Print Name of Company

Solicitation No. **RFP 31-2024TB** and has responded in accordance with the terms and conditions which are incorporated herein.

A copy may be obtained at <http://www.lcisd.org/departments/business-office/purchasing/terms-and-conditions> or by contacting the LCISD Purchasing staff person listed on the cover sheet. Any exception to the terms and conditions must be included in the Proposer's response.

Texas Education Code 44.031

Purchasing and Acquisition, LCISD Policy CH (Legal)

Purchasing and Acquisition, LCISD Policy CH (Local):

_____	_____
Street Address	City, State, Zip Code
_____	_____
Telephone Number	Fax Number
_____	_____
Name of Authorized Individual	Signature of Authorized Individual

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

FELONY CONVICTION NOTIFICATION

State of Texas Legislative **Senate Bill No. 1, Section 44.034**, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company Official’s Name (Printed): _____

Check one of the following and sign as appropriate.

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

Signature of Company Official: _____

My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

REFERENCES

Vendor's Name: _____

Authorized Company Official's Name (Printed): _____

Please provide at least four (4) references that have used your company for the same goods Lamar CISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address. **A valid e-mail address is required. Please make sure the e-mail address is legible and current.**

COMPANY NAME
ADDRESS
EMAIL

COMPANY NAME
ADDRESS
EMAIL

COMPANY NAME
ADDRESS
EMAIL

COMPANY NAME
ADDRESS
EMAIL

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in **Texas Education Code under Chapter 2252, Subchapter A**. This law makes it necessary for LCISD to determine the residency of its proposers. 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)

is, under Section: 2252.001 (3) and (4), a Resident Bidder
 Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of _____
_____ in the state of _____

Signature of Authorized Company Representative

Print Name

_____ Title _____ Date

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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 Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts undergrants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. 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.

Company

Authorized Representative (Print)

Signature

Date

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Certification Regarding Terrorist Organizations and Boycott of Israel

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory.

(Continued next page)

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, _____ as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

Insert Name of Texas Governmental Entity

Address of Texas Governmental Entity

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Contractor Certification

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

Definitions:

Covered individuals: Individual who have or will have continuing duties related to the service to be performed 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: (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including 19 Tex. Admin. Code §249.16; or (3) 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 Contractor’s employees are *covered individuals*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered individuals*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor’s employees are *covered individuals*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered individuals. None of the covered individuals has a disqualifying criminal history.
2. If Contractor receives information that a covered individual subsequently has a reported criminal history, Contractor will immediately remove the covered individual from contract duties and notify the District in writing within three business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered individuals so that the District may obtain criminal history record information on the covered individuals.
4. If the District objects to the assignment of a covered individual on the basis of the covered individual’s criminal history record information, Contractor agrees to discontinue using the covered individual to provide services at the District.

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

Signature

Date

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

STEPS FOR COMPLETING HB1295/TEXAS ETHICS COMMISSION FORM FOR THE FIRST TIME

STEP 1: GO TO https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

TEXAS ETHICS COMMISSION
Promoting Public Confidence in Government

About TEC | What's New | Contact Us | Site Map | Links | Help

Home
Search Campaign Finance and Lobby Reports
File Reports Electronically
Forms and Instructions
Opinions, Statutes & Rules
Publications and Guides
Online Ethics Training

Filing Information For:
Candidates and Officeholders
Lobbyists
Personal Financial Statement Filers
Political Committees
Political Parties
Local Filers and Filing Authorities
State Officers/Employees
Other Filers
Enforcement/Sworn Complaints

Form 1295 Certificate of Interested Parties Electronic Filing Application

LOG IN

[Search Form 1295 Filings](#)
[Implementation of HB 1295](#)
[Frequently Asked Questions \(FAQ\)](#)

Instructional Videos for Business Entities:

- [Logging In the First Time - Business User](#)
- [How To Create a Certificate](#)

Instructional Videos for Governmental Entities and State Agencies:

- [Logging In the First Time - Government User](#)
- [How To Acknowledge a Certificate](#)

Acceptable computers to use for filing include:

- Personal computer or laptop
- Mac desktop computer or MacBook
- Tablet

Your web browser must be at a minimum browser level:

- Chrome 4
- Firefox 15
- Internet Explorer 9
- Opera 12.1
- Safari 4

Step 2:

Texas Ethics Commission
ELECTRONIC FILING APPLICATION

Form 1295 Certificate of Interested Parties Filer Login

You must log in to proceed. Enter your login information below and press **Login**.

Email: [Click here if you don't have a user ID](#)

Password: [Forgot Password?](#)

Select User Type: *

9:10 AM
11/30/2017

Step 3: Fill in each line

The screenshot shows a web browser window with the Texas Ethics Commission logo and the text 'ELECTRONIC FILING'. A modal window titled 'Form 1295 Certificate of Interested Parties - Create Account' is open. Below the title, it says 'Provide a valid email address and user type, and a link will be emailed to you in order to complete registration.' The form contains the following fields:

- Email *: yourname@youraddress.domain
- Confirm Email *: confirm@youraddress.domain
- Contact First Name *: Contact First Name
- Contact Last Name *: Contact Last Name
- Entity Name *: Entity Name
- Phone *: 555-555-5555, Ext.: Ext
- Country: US
- Select User Type *: Select User Type (dropdown menu)

A 'Create Account' button is located at the bottom right of the form.

Step 4: Wait for confirmation e-mail. Click on link in e-mail

Step 5: Set passwords and security questions.

Step 6: File your HB Form. Choose 1295 Filings

*** Key steps to assist when completing the HB1295 filing***

- Business Entity: Your Business Name
- Governmental Entity: Lamar Consolidated ISD
- ID # Description: RFP # assigned example – *(XX-2021RL & RFP Name)*
- **Section 6 does not have to be notarized but does need to fully be completed.**

LAMAR CISD INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage in the amounts specified below and furnish to District. If any work provided for or to be performed under any Specifications is sub-let (as otherwise permitted by the terms of such Specifications), the contractor shall require the subcontractor to maintain and furnish him with satisfactory evidence of *Workers Compensation*, *Employer's Liability* and such other forms and amounts of insurance which the contractor deems reasonably adequate. Certificates of Insurance on the current ACORD form shall be issued to District showing all required insurance coverage.

<u>Insurance Required</u>	<u>Limit Required</u>								
Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit								
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. XCU exclusions to be removed when underground work is performed.	<p>\$2,000,000 Aggregate, Occurrence and Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments</p> <p>Per Project Aggregate</p> <p>Evidence of coverage must be shown on certificates of insurance.</p>								
Professional Errors & Omissions Liability insurance may be required from all contractors and licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, banks, financial consultants, etc.	<p>Consultant on a limited basis with the district in the area of student support and staff development; \$1,000,000</p> <p>One-time project limits all other consulting services; \$2,000,000 Occurrence & Aggregate minimum, \$5,000,000 Maximum Limit \$50,000 Deductible</p> <p>Retroactive Date preceding date of contract must be shown</p> <p>Extended Reporting Period three years past completion of contract</p>								
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits								
Employers Liability insurance	\$1,000,000								
Umbrella or Excess Liability insurance (excess of primary General Liability, Automobile Liability and WC Coverage B)	<p>One-time contract amount for all contracts exceeding:</p> <table style="margin-left: 20px;"> <tr> <td style="text-align: right;">Contract</td> <td style="text-align: left;">Limit</td> </tr> <tr> <td>\$100,000 -</td> <td>\$2,000,000 total limit</td> </tr> <tr> <td>\$500,000 -</td> <td>\$10,000,000 total limit</td> </tr> <tr> <td>\$1,000,000 (plus)-</td> <td>\$25,000,000 total limit</td> </tr> </table>	Contract	Limit	\$100,000 -	\$2,000,000 total limit	\$500,000 -	\$10,000,000 total limit	\$1,000,000 (plus)-	\$25,000,000 total limit
Contract	Limit								
\$100,000 -	\$2,000,000 total limit								
\$500,000 -	\$10,000,000 total limit								
\$1,000,000 (plus)-	\$25,000,000 total limit								

Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

Insurance Conditions

All insurance coverage shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number, RFP number or Purchase Order number
2. A 60-day notice of cancellation of any non-renewal, cancellation or material change to any of the policies
3. "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the District.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, Umbrella Liability and the Property insurance policies.
5. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District: CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.

All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

Lamar CISD – Purchasing Dept.
4901 Avenue I
Rosenberg, TX 77471

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Lamar Consolidated Independent School District ("LCISD") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and _____ ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when LCISD expends federal funds, LCISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when LCISD expends federal funds, LCISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. LCISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if LCISD believes, in its sole discretion that it is in the best interest of LCISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by LCISD as of the termination date if the contract is terminated for convenience of LCISD. Any award under this procurement process is not exclusive and LCISD reserves the right to purchase goods and services from other vendors when it is in LCISD's best interest.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when LCISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? _____ Initials of Authorized Representative of Vendor

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The**

non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when LCISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when LCISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by LCISD resulting from this procurement process.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by LCISD, Vendor certifies that during the term of an award for all contracts by LCISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by LCISD, Vendor certifies that during the term of an award for all contracts by LCISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by LCISD, Vendor certifies that during the term of an award for all contracts by LCISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by LCISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by LCISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERALFUNDS

When federal funds are expended by LCISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When LCISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of LCISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non- discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

LCISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS—2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? _____ Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____ Address, City,

State, and Zip Code: _____

Phone Number: _____

IMPORTANT:

Printed Name and Title of
Authorized Representative:
Email Address:
Signature of Authorized
Representative:
Date:

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

CLEAN AIR AND WATER ACT

Clean Air and Water Act Certification

I certify that my company is in compliance with all applicable standards, orders of 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 required under OMS Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

I (We) the undersigned, agent for the firm, named below certify that the above information is true to the best of my knowledge.

NAME OF COMPANY (Please Print)

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (Please Print)

SIGNATURE

DATE

RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

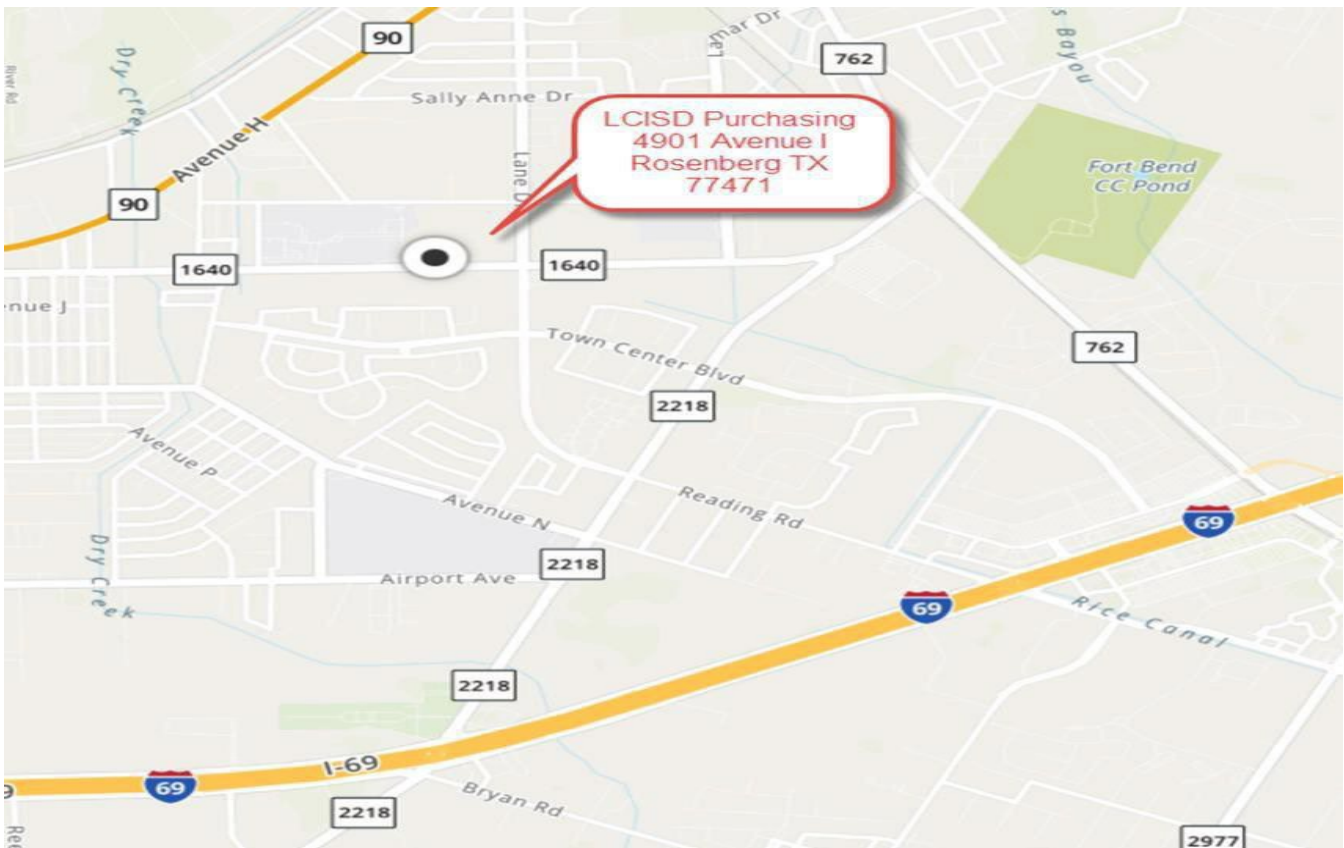
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Directions to
Lamar CISD Purchasing Department / Distribution Warehouse**



From Houston 59 South

Exit 59, Reading Road Exit.
Right on Reading Road
Left on Avenue I
Destination on Right

From 59 North

Exit 59, Exit Reading Road
Left on Reading Road
Left on Avenue I
Destination on Right

CUT AND PLACE THIS LABEL ON THE OUTSIDE OF YOUR PACKAGE



Lamar Consolidated ISD Purchasing Department

4901 Avenue I Rosenberg, TX 77471

RFP # 31-2024TB Catering, Banquet Services and Food Trucks

Company Name: _____



CUT AND PLACE THIS LABEL ON THE OUTSIDE OF YOUR PACKAGE

Proposal Submission Checklist

All proposals must be submitted with these **REQUIRED** documents:

<input type="checkbox"/> Page 01	Cover Sheet
<input type="checkbox"/> Page 09	No Response From (ONLY if you do not want to submit a bid)
<input type="checkbox"/> Page 10-12	Price Delivery Information
<input type="checkbox"/> Page 14	Questionnaire
<input type="checkbox"/> Page 15	Proposal Submission Form
<input type="checkbox"/> Page 16	Felony Conviction Notification
<input type="checkbox"/> Page 17	References
<input type="checkbox"/> Page 18	Certificate of Residency
<input type="checkbox"/> Page 19	Certification Regarding Lobbying
<input type="checkbox"/> Page 21	Texas Government Code 2270 Verification Form
<input type="checkbox"/> Page 22	Contractor Certification
<input type="checkbox"/> Page 23	Vendor Debarment Statement
<input type="checkbox"/> Page 24	Form 1295
<input type="checkbox"/> Page 25	Form 1295 (downloaded from website)
<input type="checkbox"/> Page 29	Form CIQ Conflict of Interest Questionnaire
<input type="checkbox"/> Page 31-34	EDGAR Certifications
<input type="checkbox"/> Page 35	Clean Air and Water Act
<input type="checkbox"/> Page 36	Form W9
<input type="checkbox"/> Page 38	Mailing Label-MUST be attached to the outside of the envelope/package.