



TEAMWORK FOR EXCELLENCE

**P L A N O**  
Independent School District

**2022-059-S3**

## **Food and Catering Services**

Issue Date: 7/14/2024

Questions Deadline: 12/6/2024 12:00 AM (CT)

Response Deadline: 12/13/2024 02:00 PM (CT)

### **Contact Information**

Contact: Brandi Dahlquist, Buyer

Address: Plano Independent School District

6600 Alma Drive

Plano, TX 75023

Phone: (469) 752-0296

Email: [Brandi.Dahlquist@pisd.edu](mailto:Brandi.Dahlquist@pisd.edu)

## Event Information

Number: 2022-059-S3  
Title: Food and Catering Services  
Type: Request for Proposal  
Issue Date: 7/14/2024  
Question Deadline: 12/6/2024 12:00 AM (CT)  
Response Deadline: 12/13/2024 02:00 PM (CT)

Notes: **PURPOSE:** Plano Independent School District (PISD) is requesting proposals to establish qualified vendors that offer Food Catering Services along with providing exceptional service and competitive pricing for the District. These services will be provided on an "as-needed" basis. Orders shall be delivered to any of the Plano ISD school/department locations or orders may be picked up by the participating school/department. The catering services can be Bakery Delicacies (Donuts, Danish, Bagels and Muffins w/condiments), Platters and Trays, Boxed Lunches, Deli sandwiches, Pizzas, Desserts, Food Trucks and Beverages. Each individual school/department will place orders with an approved Purchase Order or credit card. This RFP is for any food catering restaurants and/or food trucks.

**If you were awarded on RFP 2022-059 Addendum 1; RFP 2022-059 S1; RFP 2022-059 S2, you do NOT need to respond to S3.**

**ANNUAL EXPENDITURE:** The estimated expenditure for this contract is approximately \$500,000.00 per year. However, this estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent upon actual needs and available funding.

**TERM:** Plano ISD requires this bid to be firm for one (1) year from the date of the award. This contract, upon the agreement of both the successful vendor(s) and the Plano ISD, will automatically extend for five (5) additional one (1) year periods. Plano ISD has the option to extend this RFP at the end of the performance period for up to 120 days if determined to be in the best interest of the district to ensure availability of products and/or services. Plano ISD has the option to issue subsequent RFPs as needed.

Initial Contract Period: June 2023 - June 2024  
Contract YR2 (Option): June 2024 - June 2025  
Contract YR3 (Option): June 2025 - June 2026  
Contract YR4 (Option): June 2027 - June 2028  
Contract YR5 (Option): June 2028 - June 2029  
Contract YR6 (Option): June 2029 - June 2030

## Billing Information

Address: 2700 West 15th St.  
Att'n: Accounts Payable Dept.  
Plano, TX 75075  
Email: acctpay@pisd.edu

## Bid Attachments

### 2024 W-9 (Rev. March 2024).pdf

[Download](#)

Rev. March 2024

### Plano\_ISD\_Standard\_Terms\_and\_Conditions\_2022.pdf

[Download](#)

Plano ISD - Standard Terms and Conditions

### Plano\_ISD\_School\_Locator\_Map.pdf

[Download](#)

Location of all Plano ISD schools and other Administration Buildings

### CIQ Form.pdf

[Download](#)

Conflict of Interest Questionnaire

## Bid Attributes

### 1 INTRODUCTION

There are several attributes associated with this proposal. Some are notes and require No Response, but most have a required response. Please be sure to view and respond to all attributes on each page. If you do not read and/or respond to all Bid Attributes that require a response, the system will not allow you to submit your electronic bid response.

Bidders are advised to hit "SAVE" before leaving each screen in the e-bidding process. Failure to save your work, per screen of activity, will result in an inaccurate filling of the bid or failing to submit the bid.

### 2 Electronic Bidding

Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us if you require any assistance with this submittal. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. When filing this bid electronically, please do not send us a paper copy as the electronic version will prevail. Your cooperation is appreciated. Please confirm that you have read and understand this instruction.

Yes  No

*(Required: Check only one)*

### 3 Questions and Clarifications

Contact between vendors and Plano ISD personnel during the RFP process or evaluation process is prohibited. All communications shall go through the Purchasing Department during the competitive process. All questions received and the corresponding answers will be distributed to all proposers. Verbal responses will not be provided. You may submit a question electronically by clicking on the "Questions" tab or you may email your questions to Brandi Dahlquist at Brandi.Dahlquist@pisd.edu.

### 4 Statement of Objective

This proposal process is anticipated to provide the District staff and students with an approved list of vendors offering catering services to the District. The District intends to provide its patrons with catering services at a fiscally responsible cost. While the offeror cost is of great importance, proposing the lowest price will not assure award of the service. The District will demand safe, reliable, on-time and efficient services; failure to address District concerns and/or requirements for any such matter will disqualify the offeror from consideration. These services are to be provided on an "as needed" basis. Orders shall be delivered to any of the District locations or orders may be picked up by the participating school or department. The food catering services are including, but not limited to: Baked Goods (Donuts, Danish, Bagels, Muffins or other pastries with condiments), Platters or Trays, Boxed Lunches, Deli Sandwiches, Buffets, Pizzas, Deserts, Beverages and Food Trucks. Each individual school or department will place orders using an approved purchase order or credit card.

This RFP is for any food catering restaurants and/or food trucks.

**5 Services Offered**

Please select all of the services provided

- Banquet Style
- Platters, Trays
- Box Lunches
- Sandwiches
- Pizza
- Bakery Delicacies
- Food Truck

*(Required: Check all that apply)*

**6 Product Quality - Food Transporting**

Product shall be delivered in sealed containers and containers shall be of a quality that will not leak under normal handling. Food shall be protected in transit using insulated food transport containers approved by National Sanitation Foundation (NSF). Food must be prepared, stored, and transported at the proper temperature according to Texas Food Establishments Rules (TFER).

- Yes  No

*(Required: Check only one)*

**7 Product Quality - Food Preparation**

All menu products shall be freshly prepared and served. Day old products are unacceptable. Products shall be uniform in size and shape, uniformly sliced, and free of foreign objects. Will your firm comply with this request?

- Yes  No

*(Required: Check only one)*

**8 Required Forms**

In summary, the required forms that are to be uploaded are:

- completed W-9 (March 2024) blank form attached in attachments tab,
- CIQ Form - ONLY IF THERE IS A DISCLOSURE - blank form attached in attachments tab,
- Certificate of Insurance - listing Plano ISD as an additional insurer
- Public Health Inspection Certificate for each location,

**\*\*Only Upon request by Plano ISD - individual Food Handler's Certificates to be made available for review.**

Do you agree to attach the required documents?

- Yes  No

*(Required: Check only one)*

**9 Vendor Company Profile**

1. Legal name of the company:

2. Address of office providing service:

3. Number of years in business:

4. Type of operation: Individual - Partnership - Corporation - Government

5. Authorized Signature -Position with company.

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**10 Contact Name**

Please provide the following information regarding local sales representative:

Representative name:

Address:

Phone number:

Email address:

---

---

---

---

---

---

*(Required: Maximum 500 characters allowed)*

**11 Remittance Address**

If your remittance address is different from your business location, state the name of your business, address, telephone, and fax number.

---

---

---

*(Optional: Maximum 1000 characters allowed)*

<b>1</b> <b>2</b>	<b>Multiple Participating Locations</b> If your organization has multiple participating locations, list the name of the company, address, telephone number, fax number, contact person, and e-mail address for each location. Please send all health reports for each location.  <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Optional: Maximum 4000 characters allowed)</i>
----------------------	---

<b>1</b> <b>3</b>	<b>Location of business</b> Is your firm's principal place of business located within the boundaries of the District? School boundaries can be located on the Map of locations in the Attachments Tab. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
----------------------	--

<b>1</b> <b>4</b>	<b>Menus</b> Provide your firm's website for obtaining menus.  <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------------	---

<b>1</b> <b>5</b>	<b>Placing Orders</b> What process/contact do you have in place to expedite placing orders?  <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
----------------------	---

<b>1</b> <b>6</b>	<b>Service Provided</b> Can your firm deliver to all of the Plano ISD sites? Map of locations is attached in Attachments Tab. <input type="checkbox"/> Yes, I can deliver to all PISD locations <input type="checkbox"/> No, I have limited delivery locations <i>(Required: Check only one)</i>
----------------------	---

<b>1</b> <b>7</b>	<b>Service Provided</b> If you answered no to the above question, state the proximity of the location you can service.  <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------------	--

**18 Paper Goods**  
Are paper napkins, tableware and/or serving utensil provided at no charge to Plano ISD?  
  
  
*(Optional: Maximum 1000 characters allowed)*

**19 Delivery and/or Pick-Up**  
Is your service for delivery and/or pick-up?  
 Offer Delivery and Pick-up    Offer Delivery Only    Offer Pick-Up Only  
*(Required: Check only one)*

**20 Gratuity**  
What is your firm's gratuity policies? Explain if necessary.  
  
  
*(Optional: Maximum 1000 characters allowed)*

**21 Minimum Delivery Requirements**  
What are your minimum order delivery requirements?  
  
  
*(Optional: Maximum 1000 characters allowed)*

**22 Lead Time**  
Indicate Minimum Lead Time Required for Ordering  
  
If there is no lead time needed, please enter N/A (Not Applicable).  
  
  
*(Required: Maximum 1000 characters allowed)*

**23 Special Number or Code**  
Is there a special code or number that must appear on the purchase orders to ensure discounts are applied to the particular purchase? if yes, please provide the code or number below.  
  
If there is no special code or number needed, please enter N/A (Not Applicable).  
  
  
*(Required: Maximum 1000 characters allowed)*

**2  
4** **Purchase Order & Payment**

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. This purchase order may be faxed or attached to an e-mail. Do not fill orders that are placed in person or over the phone until you have a valid purchase order. This is a violation of the bid and PISD is not responsible for any purchase without a purchase order.

Will your firm accept a PO (purchase order) from Plano ISD at time of delivery and allow Plano to pay within 10 to 15 working days?

Yes  No

*(Required: Check only one)*

**2  
5** **Other Payment Options**

If you answered no to accepting a Purchase Order, will you accept a Credit Card?

---

---

---

*(Optional: Maximum 1000 characters allowed)*

**2  
6** **Negotiation**

Will your firm work with each of Plano ISD sites to accommodate their budget for food catering? Please explain.

---

---

---

*(Optional: Maximum 1000 characters allowed)*

**2  
7** **List Three References**

Please list three references, preferably school districts, with which you have done business in the last three years. Include company name, email address and contact name. Please note that three references must be listed with e-mail addresses and can not be an employee of Plano ISD or your bid will be considered non responsive.

---

---

---

---

---

---

*(Required: Maximum 4000 characters allowed)*

**2  
8** **Felony Conviction Notice**

Note: If this is a publicly-held company, you may select Does Not Apply.

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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." Is your firm owned or operated by anyone who has been convicted of a felony? ~~~

This is your electronic signature

No  Yes  Does not apply

*(Required: Check only one)*



**2  
9** **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**3  
0** **Supplemental Bid**

Plano ISD reserves the right at any time during the term of this bid to obtain supplemental bids should awarded vendors not be able to comply with the bid or be able to meet additional needs of the District and will be the sole discretion of the District.

**3  
1** **Conflict of Interest**

According to Local Government Code, Chapter 176, a vendor or an agent of a vendor who enters or seeks to enter into a contract with Plano Independent School District must file a completed Conflict of Interest Questionnaire with the Purchasing Department not later than the seventh (7th) business day after the later of: ~ the date that the vendor begins discussions or negotiations to enter into a contract with the District or submits tot he District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the District; or ~ the date the vendor becomes aware of an employment or other business relationship with a local officer, or a family member of the officer described in Section 176.003, or that the vendor has given 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 a contract has been executed, or the local governmental entity is considering entering into a contract with the vendor or has a family relationship with the local government officer. A new Conflict of Interest Questionnaire must be filed not later than the 7th business day after the date on which you become aware that the originally filed questionnaire was incomplete or inaccurate. For your convenience, the form is attached herein. The form and additional information may be found on the following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website: <https://www.ethics.state.tx.us/forms/CIQ.pdf> 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. The Conflict of Interest Questionnaire form is attached in the documents tab. Attach completed CIQ form in "Response Attachments" tab.

**3  
2** **Non-Collusion Statement**

Do you affirm that your are duly authorized to execute this contract, that this company, corporation or firm has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid?

Yes  No

*(Required: Check only one)*

**3**  
**3 Insurance Requirements**

Have you read and understood the "Insurance Requirements" contained in the table below, and do you further agree to provide, if awarded, said Certificate of Insurance naming Plano ISD as additional insured on General Liability Certificates in the amounts set forth therein. The selected proposer will be required to supply the insurance certificate prior to the start of the project.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
1.Workers' Compensation	Statutory
2.Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
3.Commercial General Liability	\$1,000,000 combined single limit policy aggregate \$500,000 combined single limit each occurrence  (Property damage deductible not to exceed \$500 per occurrence)
4.Business Auto Liability	\$1,000,000 combined single limit each occurrence

Yes  No

*(Required: Check only one)*

**3**  
**4 Insurance - Workers Compensation**

**If you do not carry Workers Compensation, please provide a letter stating, As statutorily allowed, (your company) has elected not to carry Workers Compensation Insurance. This letter must be dated and signed. Please e-mail the letter before proposal closing date. \*\*\*Note - to attach a word or pdf document, go to "Response Attachments" which is found after the list of Bid Attributes. Click on "New" and navigate to the letter requested.**

**3**  
**5 Cooperative Interlocal Agreement**

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

Is your firm willing to allow other governmental entities to purchase off this contract, if awarded, under the same terms and conditions?

This is your electronic signature.

Yes  No

*(Required: Check only one)*

**3**  
**6** **EDGAR Compliance**

The Education Department General Administrative Regulations (EDGAR) are federal regulations for administering discretionary and formula grants awarded by the U.S. Department of Education (DOE). The Plano ISD Facility Services department has determined that federal funds may be used to procure replacement water heaters or boilers for the District's Food and Nutritional Services department. The Uniform Guidance (2 C.F.R. Part 200) establishes uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities. It is intended to streamline and consolidate government requirements for receiving and using federal awards so as to reduce administrative burden and improve outcomes. The Uniform Guidance is effective for new and continuation awards issued on or after December 26, 2014. The regulations do not affect grant funds awarded prior to December 26, 2014, unless funds made available under those grants are carried forward into a new federal fiscal year or a continuation grant.

**3**  
**7** **EDGAR Compliance (A) Contracts**

(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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (A) above, when federal funds are expended by Plano ISD, Plano ISD 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? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**3**  
**8** **EDGAR Compliance (B) Termination**

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (B) above, when federal funds are expended by Plano ISD, Plano ISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to thirty (30) days, to remedy the casual breach of terms and conditions. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of Plano ISD.

Does vendor agree? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**3**  
**9** **EDGAR Compliance (C) Equal Employment Opportunity**

(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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (C) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies that during the term of an award by Plano ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to 41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Does vendor so certify? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**4 0** **EDGAR Compliance (D) Davis-Bacon Act**

(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 a 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 a 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 sub-recipient 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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (D) above, when federal funds are expended by Plano ISD for construction or repair, Plano ISD requires that the proposer certifies that during the term of an award by Plano ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relation to 40 U.S.C. 3141–3148 as supplemented by Department of Labor regulations 29 CFR Part 5 for construction contracts in excess of \$2,000.

Does vendor so certify? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**4 1** **EDGAR Compliance (E) Contract Work Hours and Safety Standards**

(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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (E) above, when federal funds are expended by Plano ISD for construction or repair, Plano ISD requires that the proposer certifies that during the term of an award by Plano ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relation to 40 U.S.C. 3701–3708 as supplemented by Department of Labor regulations 29 CFR Part 5 for construction contracts in excess of \$100,000 which involve the employment of mechanics or laborers as it applies to this contract.

Does vendor so certify? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**4** **EDGAR Compliance - (F) Rights to Inventions Made Under a Contract or Agreement**

**2** 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 Plano ISD, the vendor certifies that during the term of an award for all contracts by Plano ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above. Do you agree with the above? ~~ This is your electronic signature.

I agree  I do NOT agree

*(Required: Check only one)*

**4** **EDGAR Compliance (G) Clean Air Act**

**3** (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 sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (G) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certify that during the term of an award by the District resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor so certify? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**4** **EDGAR Compliance (H) Energy Policy and Conservation Act**

**4** (H) 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. 6201). Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (H) above, when federal funds are expended by Plano ISD, Plano ISD Requires that the proposer certify that during the term of an award by Plano ISD resulting for this procurement process the vendor will be in compliance with 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(Pub. L. 94-163, 89 Stat. 871).

Does vendor so certify? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**4**  
**5** **EDGAR Compliance (I) Debarment and Suspension**

(I) 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 Excluded Parties List System 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.” The Excluded Parties List System in SAM 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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (I) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor so certify? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**4**  
**6** **EDGAR Compliance (J) Byrd Anti-Lobbying Amendment**

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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 APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (J) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies to the terms included or referenced therein.

Does vendor so certify? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**4**  
**7** **EDGAR Compliance (K) Solid Waste Disposal Act**

(K) See §200.322 Procurement of recovered materials: 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (K) above, when federal funds are expended by Plano ISD, Plano ISD requires that the proposer certifies to the terms included or referenced therein.

Does vendor comply? ~~This is your electronic signature.

Yes  No

*(Required: Check only one)*

**4 8 EDGAR Compliance (L) Buy American Provisions**

(L) School districts participating in the National School Lunch Program and School Breakfast Programs are required by law to use Child Nutrition funds to the maximum extent practicable to buy domestic commodities for products for meals served under these programs. The term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. The term substantially means that over 51 per cent of the final processed product consists of agricultural commodities that were grown domestically. Does vendor certify that it is in compliance with all applicable provisions of the Buy American Act? ~~ This is your electronic signature.

Yes  No

(Required: Check only one)

**4 9 EDGAR (M) Record Retention Requirements**

(M) When federal funds are expended by Plano ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The 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 comply? ~~ This is your electronic signature.

Yes  No

(Required: Check only one)

**5 0 NOT BOYCOTT ISRAEL**

I do hereby depose and verify that our company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:: 1. Does not boycott Israel currently; and 2. Will not boycott Israel during the term of the contract with Plano ISD. Pursuant to Section 2270.001, Texas Government Code: 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The Company shall indemnify and hold harmless Plano ISD, its officials and employees from any and all claims, damages, and costs of any nature based upon Plano ISD's reliance on this verification.

**HB 793 - revision of Boycott Israel statute:**

- ONLY applies to contracts valued at \$100,000 or more
- ONLY include companies with 10 or more full-time employees
- Exempts sole proprietorships from the requirement

My company does not and will not boycott Israel. ~~~ This is your electronic signature.

Company Does Not and Will Not Boycott Israel  Do Not Agree

(Required: Check only one)

**5** **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

**1** **PROHIBITION ON CONTRACTS WITH CERTAIN CONTRACTS**

SECTION 1. Chapter 2252, Government Code, is amended by adding Subchapter F to read as follows:  
SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES Sec. 2252.151. DEFINITIONS. In this subchapter: (1) "Company" has the meaning assigned by Section 806.001. (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189. (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254. (4) "Governmental entity" has the meaning assigned by Section 2252.001. Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017. The Company shall indemnify and hold harmless Plano ISD, its officials and employees from any and all claims, damages, and costs of any nature based upon Plano ISD's reliance on this verification. Do you or your company engage in business with Iran, Sudan, or foreign terrorist organizations? ~~~ This is your electronic signature.

No  Yes

*(Required: Check only one)*

**5** **Evaluation Criteria**

**2** It is not the policy of Plano ISD to award bids on the basis of low price alone. To determine the award of this bid, Plano ISD shall consider the following, as provided in the Texas Education Code 44.031(b). 1) Price/discount; 2) Consideration of location of vendor's principal place of business; 3) Reputation of the vendor; 4) Qualities of the vendor's goods & services; 5) The extent to which the goods & services meet the District's needs; 6) The vendor's past relationship with the District; 7) The long-term cost to the district to acquire the vendor's goods or services; 8) The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; and 9) Any other relevant factor specifically listed in the request for bids or proposals.

Purchase Price/Discount 50 points;  
Reputation of Vendor 20 points;  
Quality of Vendor's Goods/Service 15;  
Best Meets the District's Needs 15 points;

for a total of 100 points.

All other criteria will be given the weight of zero.

**5** **Award**

**3** This proposal will be awarded in the best interests of the District and could result in a split award. The District reserves the right to accept or reject any and all bids and to waive technicalities and informalities, and to be the sole judge of quality and equality. Awards will be based on what, in our opinion, is most advantageous to Plano ISD.

**5** **Non-Exclusive Contract**

**4** Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Plano ISD. Plano ISD anticipates awarding this contract to multiple vendors in order to best serve the needs of the District. Plano ISD is requesting all proposals be awarded as Non-Exclusive contracts, by which multiple vendors may be designated as supplier for the product covered under the terms of the contract for the duration of said contract. Plano ISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in Plano ISD's sole discretion.



5  
5

**Bid Acceptance**

Have you read and understood the Standard Terms & Conditions and Specifications contained herein, and do you further agree to abide and accept said Terms & Conditions and Specifications?

Yes  No

*(Required: Check only one)*

**Bid Lines**

**1** What is your minimum discount for **BANQUET STYLE** Service

Banquet Style Service Includes delivery, set-up, serving, and removal of equipment Vendor will provide disposable plates, silverware, napkins, cups/glasses, and condiments. All applicable health standards must be kept current by both Vendor and its employees.

"0" is a valid response.

*(Response required)*

Total:  %

**Item Notes:** Please respond accordingly if you provide this service. If this service is not offered, please click on "NO BID".

**Supplier Notes:** \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**2** What is your minimum discount for **DELIVERY** Service

Delivery Only Service Menu items must be properly packaged for serving. Vendor must arrive punctually at the agreed upon time Vendor will provide disposable plates, silverware, napkins, cups/glasses, and condiments as requested. All applicable health standards must be kept current by both Vendor and its employees.

"0" is a valid response.

*(Response required)*

Total:  %

**Item Notes:** Please respond accordingly if you provide this service. If this service is not offered, please click on "NO BID".

**Supplier Notes:** \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**3** What is your minimum discount for **PICK-UP** Service

Pick-Up by User Menu items must be properly packaged for serving. Vendor must have food ready to be picked up at the agreed upon time. Vendor will provide disposable plates, silverware, napkins, cups/glasses, and condiments as requested. All applicable health standards must be kept current by both Vendor and its employees.

"0" is a valid response.  
(Response required)

Item Notes: Please respond accordingly if you provide this service. If this service is not offered, please click on "NO BID".

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Total:  %

- No bid
- Additional notes  
(Attach separate sheet)

**4** What is your minimum discount for **FOOD TRUCK** Service

Food Truck Services - Menu items must be properly packaged for serving. Vendor must arrive punctually at the agreed upon time. All applicable health standards must be kept current by both Vendor and its employees.

"0" is a valid response.  
(Response required)

Item Notes: Please respond accordingly if you provide this service. If this service is not offered, please click on "NO BID".

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Total:  %

- No bid
- Additional notes  
(Attach separate sheet)

**5** Indicate any **ADDITIONAL CHARGES/FEES** (set up fee; serving fee)

If there are no additional charges/fees, please select "NO BID".  
(Response required)

Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid
- Additional notes  
(Attach separate sheet)

## Supplier Information

---

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

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

## Supplier Notes

---

---

---

---

---

---

---

---

---

---

---

By submitting your response, you certify that you are authorized to represent and bind your company.

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

\_\_\_\_\_  
*Signature*