



San Antonio ISD
 Procurement Services
 1270 W. Summit Ave.
 San Antonio, Texas 78201
 Phone: 210-354-9060 Fax: 210-228-3174
 Business Hours: 8:00 AM – 4:30 PM (CDT)

Issue Date: Friday, June 5, 2020

Page 1 of 32 Pages

RFP #20-025 (RC)
(Request for Proposal)

“Administration Building Dining Operations & Development Services”

Opening Date and Time: Tuesday, July 7, 2020 at 2:00 PM (CDT)

The Proposal will be a firm offer which will be irrevocable and valid for 120 calendar days from the opening date.

The San Antonio Independent School District (SAISD) requests interested parties to submit proposals for **“Administration Building Dining Operations & Development Services.”** To provide SAISD with a dining facility at the new Administration Building downtown located at 514 W. Quincy, San Antonio, Texas 78205. Services required shall be determined solely by the needs of the District. **Part II – Vendors that are selected will proceed to the next steps of this solicitation process which will be required to submit a presentation to the SAISD Board of Trustees.**

The attached **"Procurement Services General Terms & Conditions"** are an integral part of this RFP. Note: Exceptions to the District’s terms and conditions may be grounds for disqualification due to non-responsiveness.

OPENING DATE AND TIME: The submission must be uploaded to the Bonfire Portal <https://saisd.bonfirehub.com/portal>, submitted, and finalized prior to the opening date and time of **Tuesday, July 7, 2020 at 2:00 PM (CDT)**. We will host the Proposal Opening via Zoom <https://zoom.us/join> (Meeting ID# 647 871 3172 Password: 0mhf14 Use “zero” for the beginning of the password) We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before the deadline to begin the uploading process and to finalize your submission.

CONTRACT TERM: The contract shall be valid upon Board of Trustee approval for five (5) years with five (5) additional one (1) year renewal periods.

(MANDATORY REQUIREMENTS): The successful Proposer(s) must provide the Procurement Services Department with the original Certificates of Insurance to include coverage specified in the General Terms and Conditions for Workman’s Compensation Insurance, Commercial General Liability Insurance and Commercial Automobile Liability Insurance, within ten (10) working days from the date of Notice of Award. Failure to provide these documents will result in revocation of award. Please reference the district’s General Terms and Conditions.

SUBMITTAL INSTRUCTIONS: Vendor submittals must be uploaded as separate, signed .pdf/xls. files using the following structure: **Proposal, Representation and Certification, Edgar Compliance, HB 89, Out of State Certification, Pricing, & Addenda (if applicable)**. Responses not submitted as specified above may be deemed “non-responsive”.

VENDOR QUESTIONS: All questions regarding this Request for Proposal must be addressed in written format through the Bonfire portal, <https://saisd.bonfirehub.com/portal>, no later than **Noon on Monday, June 22, 2020 (CDT)**. Response to questions will be issued in the form of an addendum and posted for viewing.

PROPOSAL ACKNOWLEDGEMENT

Name and Address of Bidder/Proposer: **(Please Print)**

Company Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

Telephone# (800 # if available): _____

Fax #: _____

BIDDER/PROPOSER AUTHORIZED TO SIGN:

Print Name: _____

Title: _____

Signature: _____ Date _____

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Print Name & Title: Rosalie Cavazos, Contract Administrator

Signature/Date Signed: _____

FOR SAISD OFFICE USE ONLY - NOTIFICATION OF AWARD

ITEMS AWARDED: _____ BOARD APPROVED: _____ TOTAL AMOUNT: _____

Revised: 11/14/16

Vendors are prohibited from discussing any matters related to this formal solicitation during the District’s formal evaluation process. Any violations will result in vendor disqualification. Reference attached General Terms & Conditions.

NON-CONFORMING TERMS & CONDITIONS – Proposer’s submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If price, quality or delivery is affected, the bid/proposal will be deemed “non-responsive”. The District’s General and Special Terms and Conditions and Statement of Work (SOW)/Specifications will take precedence over the Bidder/Proposer’s boilerplate conditions. The Offeror’s “binder”, cover letter, and/or standard statement of work, template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW)/Specifications of the District’s solicitation document (RFP, IFB, RFO, RFQ, etc.) take precedence.

MANDATORY FORMS

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

- 1. Proposal acknowledgement Page 1
- 2. Representation and Certification Page 3-5
- 3. EDGAR Compliance Page 6-8
- 4. HB 89 Page 9
- 5. Out of State Certification Page 10
- 6. Procurement Services – General Terms & Conditions..... Page 11-19

REFERENCES

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

- 7. Past Performance Questionnaire..... Page 21-23

EVALUATION FACTORS AND STATEMENT OF WORK

Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.

- 8. Evaluation Criteria Page 24
- 9. Statement of Work..... Page 26
- 10. All addenda that have been issued.

Representation and Certification

By submitting this offer, the Vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

- a. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "Debarment and Suspension." Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. 'Covered transactions' include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 CFR section 180.220 of the Government-wide Non-Procurement Debarment and Suspension Guidance contains those additional limited circumstances. All non-procurement transactions (i.e., sub-awards to sub-recipients), irrespective of award amount, are considered covered transactions. Please reference "Debarment" of the attached Procurement Services General Terms and Conditions.

Acknowledged

- b. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "Notification of Criminal History", a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/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." Subsection (c) this notice is not required of a publicly held corporation.

Check one:

- 1. **My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.**
- 2. **My firm is not owned nor operated by anyone who has been convicted of a felony.**
- 3. **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): _____

Acknowledged

- c. "Non-Collusion Statement" and "Anti-Lobbying Certification": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the San Antonio Independent School District Board of Trustees between bid/proposal submission date and award by the Board.

Acknowledged

- d. The San Antonio ISD promotes, to the maximum extent allowed by law, participation by SWMBE in all District competitive procurement. Are you a qualified SWMBE?

Check one: _____ **Yes** _____ **No**

Type of Certification: _____

(i.e., Women-Owned Business, Historically Underutilized Business (HUB), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VBE), Disadvantaged Business Enterprise (DBE), African American Business Enterprise (AABE), Hispanic American Business Enterprise (HABE), Asian American Business Enterprise (ABE), Native American Business Enterprise (NABE), Disabled Individual Business Enterprise (DIBE), Emerging Small Business Entity (ESBE))

Certified by: _____

**Proof of certification must be included with your submittal.*

Acknowledged

- e. “Conflict of Interest”: (1) Neither an officer, agent, employee, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor (if the vendor is a sole proprietorship) is an SAISD employee or related by consanguinity (second degree) or marriage (first degree) to an SAISD employee.
 (2) Neither an officer, agent, employee, affiliate, subsidiary, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor itself has a conflict of interest in the performance of its contract with SAISD. **Note:** as used here, “conflict of interest” means a vendor (including its affiliates and subsidiaries) has an interest (financial or otherwise) that is inconsistent with its contractual obligations to SAISD, or the vendor’s officer’s, agent’s, employee’s, or stockholder’s personal interests are contrary or inconsistent with the vendor’s contractual obligations to SAISD.
 (3) Vendor has timely submitted the required conflict of interest questionnaire (CIQ) in compliance with Chapter 176 of the Local Gov’t Code and SAISD mandates. Note: Texas law requires vendors to file a CIQ adopted by the Texas Ethics Commission not later than the seventh business day after the date that the vendor: (i) begins discussions or negotiations to enter into a contract with SAISD; (ii) submits to SAISD an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with SAISD; or (iii) the date the person becomes aware of an employment or other business relationship with a SAISD officer, or a family member of the officer, or that the person has given one or more gifts to an SAISD officer of the District, or a family member of the officer. A vendor is further mandated by SAISD to file a CIQ thirty days before the vendor’s contract term expires and a renewal is considered by SAISD. **Failure to timely file the CIQ will disqualify the vendor from being awarded a contract or having its contract renewed.** See SAISD Board Policy CHE (LEGAL) and the Texas Ethics Commission for additional information on the filing of a CIQ.
Please complete the Conflict of Interest Questionnaire along with all other required documents to accompany bid/proposal submittal if applicable. <https://www.ethics.state.tx.us/forms/CIQ.pdf>
 Acknowledged
- f. Bidder/Proposer agrees to the attached “Procurement Services General Terms & Conditions” and any Special Terms & Conditions (if applicable) of this bid/proposal and in case of conflict with other documents provided by Bidder/Proposer, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.
 Acknowledged
- g. “Insurance, Bonds”: Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. SAISD may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.
 Acknowledged
- h. “Criminal Background Checks/Searches”: Bidder/Proposer represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with Texas Education Code Chapter 22. Frequently asked Questions and Answers for the Criminal Background Certification can be viewed at www.saisd.net/ADMIN/purchasing/index.shtm.
 Acknowledged
- i. “House Bill 1295” Prior to the execution of the contract and after the Notice of Award, a 1295 Form must be filled out by the Awarded Vendor electronically with the Texas Ethics Commission’s online filing application, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, printed out, signed, and notarized. San Antonio Independent School District (SAISD) is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits SAISD from executing a Board or Superintendent approved contract with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to SAISD. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.
Once a contract has been awarded, all notarized HB 1295 forms shall be mailed to 1270 W. Summit Ave., San Antonio, TX 78201.
Attn: Contracting Section.
 Acknowledged
- j. “House Bill 89 (HB 89)”, Israel Boycott Prohibition Form: Under Texas law, this transaction requires the vendor to complete and return the enclosed verification form verifying that the vendor does not and will not boycott the State of Israel during the term of this transaction. This transaction cannot be completed without the return of a fully executed verification form.
 Acknowledged
- k. “Senate Bill 252 (SB 252)” updates state contracting law to prohibit governmental entities from contracting with companies engaged in business with Iran, or designated foreign terrorist organizations.
 Acknowledged

I, the undersigned officer or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

Company Name: _____

Submitter's Name/Title: _____

Submitter's Signature: _____

Date: _____

* *Denotes mandatory requirement.*

This sheet must be completed, signed, and returned with firm's submittal.

Revised: 9_18_17

**San Antonio Independent School District –
EDGAR Compliance**

San Antonio ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). Part of the process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to San Antonio ISD along with your agreement.

The following certifications and provisions are required and apply when San Antonio ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable

**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 such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by San Antonio ISD, San Antonio 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? YES _____ Initials of Authorized Representative of Vendor

- B. Termination or 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 Rules (B) above, when federal funds are expended by San Antonio ISD, San Antonio ISD reserves all rights and 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 vendors 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. San Antonio ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Antonio ISD believes, in its sole discretion that it is in the best interest of San Antonio ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Antonio ISD as of the termination date if the contract is terminated for convenience of San Antonio ISD. Any award under this procurement process is not exclusive and San Antonio ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of San Antonio ISD.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- C. Rights to Inventions Made Under a Contract 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 (C) above, when federal funds are expended by San Antonio ISD, the vendor certifies that during the term of an award for all contracts by San Antonio ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- E. 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 contain 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 (E) above, when federal funds are expended by San Antonio ISD, the vendor certifies that during the term of an award for all contracts by San Antonio ISD resulting from this procurement process, the 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? YES _____ Initials of Authorized Representative of Vendor

- F. 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 certified 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 take 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 (F) above, when federal funds are expended by San Antonio ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Antonio ISD 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 Stand 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 to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by San Antonio 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 vendor 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? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by San Antonio ISD for any contract resulting from this procurement process, the vendor certifies that it 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 (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax #: _____

Email Address: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
HB 89**

Verification of Vendor
(TX Gov't Code § 2270.001)
(Included in All Applicable District
Contracts for Goods and/or
Services)

This Verification of Vendor is included in all contracts entered into by the San Antonio Independent School District, and its campuses and departments, for goods and/or services, as required by Section 2270.001 of the Texas Government Code.

The District is prohibited from entering into a contract with a company¹ for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel² and (2) will not boycott Israel during the term of the contract.

Accordingly, please complete the following verification, which is hereby incorporated by reference into the contract for goods and/or services with the San Antonio Independent School District:

VERIFICATION

I hereby verify on behalf of _____ that I am authorized to make this verification on the company's behalf and so verify that the company does not boycott Israel and that it will not boycott Israel during the term of its contract with the San Antonio Independent School District for goods and/or services.

Signature of Verifier

Printed Name of Verifier

Title of Verifier

Date of Verification

This document no longer has to be notarized.

¹“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

²“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.

Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

Company Name (Please Print)

I certify that my company qualifies as a “**Nonresident Proposer**”
(NOTE: You must furnish the following information:)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

Procurement Services - General Terms & Conditions

1. **Acceptance of Bid/Proposal Content** - These general conditions governs the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Bidder/Proposer has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of a Bidder/Proposer to accept these conditions in a final contract shall result in cancellation of award.
2. **Responsiveness** - It is the Bidder/Proposer's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions will result in disqualification.
3. **Bid/Proposal Form Submission - Proposals and all required documents** must be uploaded to the Bonfire Portal <https://saisd.bonfirehub.com/portal> submitted, and finalized prior to the Closing Time. Vendor submittals must be uploaded as separate, signed .pdf files using the following structure: **Proposal, Company Information, References, Representation and Certification Form, EDGAR Compliance Form, HB 89 Form, Out of State Certification Form & Pricing**. Responses not submitted as specified above may be deemed "non-responsive".
4. **Late Submission** - Bids/proposals received after the time and date specified will **not** be accepted.
5. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will **not** be accepted.
6. **Instructions to Bidder/Proposer** - All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Bidder must submit prices and other information required in the proper spaces on the bid/proposal forms provided. Deviation may result in disqualification of the bid/proposal.
7. **Acknowledgement of Addenda** - Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed "Sealed Bid/Proposal" form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum **is not returned**, the bid/proposal **may be** disqualified. Addendum will be issued through the Bonfire Portal, <https://saisd.bonfirehub.com/portal> under "Supporting Documentation". Vendors must monitor on a daily basis the Bonfire Portal for Addendum (a).
8. **Alternative Bids** - No alternate bids/proposals will be accepted, unless otherwise stated in the bid/proposal.
9. **Instructions to Bidder/Proposer** - Awarded vendors are solely responsible for notifying the Procurement Services, Contract Administration, of any changes, in writing, to the company's name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.
10. **Substitutions** - The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "**NO SUBSTITUTE**" is specified. No substitutions or cancellations are permitted after award without written approval by the Director, Procurement Services or designee.
11. **Brand Name or Equal** - The use of brand/models in the bid/proposal is to establish a standard of quality, workmanship, performance, etc. Bidders may bid brands/models they deem equivalent or equal to those shown on the bid/proposal. The burden of proof of equivalency or "Equal or" is upon the Bidder. The Bidder must specify make or model even if bidding the brand specified or a product "Equal or". Do not state "As Specified" or "Equal". Vendor(s) submitting brands or models other than those specified may be requested to furnish samples of their offerings.
12. **Receipt and Opening of Bids** – (1) Bids (i.e., Bidders from IFBs) will be publicly opened, Bidders identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs and RFQs) will be publicly opened, Offerors identified, and prices **will NOT** be disclosed until after evaluation and award. (3) All Bidders received in response to solicitation documents (IFBs, RFPs and RFQs) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.
13. **Tax Exemption** – The School District is exempt from Texas State and Local Sales Tax and Federal Excise – IAW Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57th Legislature, first Called Session, 1961 – **DO NOT INCLUDE TAX IN YOUR BID OR PROPOSAL.**
14. **Informalities and Irregularities** - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, extend due date(s), or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the best interest of the District. The Director, Procurement Services shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility will be grounds for a determination of non-responsibility.

15. **Employee Discrimination** - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
16. **Bid Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at any time prior to the bid/proposal opening date & time or withdrawn via the Bonfire Portal. Bids/Proposals cannot be amended or altered, except to correct price extension errors, after the opening date and time.
17. **Evaluation Criteria** – Pursuant to the **Texas Education Code 44.031 (a) and (b)**, the District shall evaluate and consider: the purchase price, the reputation of the vendor and of the vendor’s goods and services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the District’s needs, the vendor’s past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and vendor’s references, record for fiscal and contracting responsibility, knowledge of the product/service and any other relevant factor specifically listed in the request for bids or proposals. Quality and suitability of the product/service bid and/or proposed and not price alone shall be considered in the acceptance of bids/proposals. The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation factors.
18. **Recovery of Money** - If the Bidder/Proposer fails to deliver both the quality and quantity of items on which the award was made in the manner specified in the contract, SAISD reserves the right to purchase the specified goods/services on the open market and vendor agrees to allow SAISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.
19. **Child Support Certification** - Pursuant to Section 231.006, "Family Code", the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan or payment, and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
20. **Purchase Orders** - Successful vendor **shall not** begin work/services or deliver merchandise without a signed purchased order.
21. **Indebtedness** - Because fiscal responsibility is a criterion, if the vendor is indebted to the District, including but limited to, being delinquent on the payment of property taxes, the District may withhold awarding a contract to the vendor and refuse to enter a contract with the vendor. Further, if the vendor becomes indebted to the District after a contract is entered, then District will withhold renewing the contract.
22. **Assignment Delegation** - No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Director, Procurement Services or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 1270 W. Summit Ave, San Antonio, TX 78201. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.
23. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
 - a) District may cancel or terminate the award or agreement for convenience, with or without preference upon 30 day written notice.
 - b) During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
 - c) Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
 - d) District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
 - e) District’s rights of termination or cancellation are in addition to other remedies District may have in law or equity.
24. **Force Majeure** - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
25. **Indemnification** - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District

expense.

26. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in San Antonio, Bexar County, Texas.
27. **Right of Inspection** - The District has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the District reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and the Seller assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or invoke any of its remedies.
28. **Qualification of Bidder/Proposer** – The School District will use a Request For Information as an “expressing of interest” to announce the intent of the District to solicit Offers or Proposals for certain products and/or services and to request that interested vendors advise the District of their interest. This is a flexible instrument that conveys no commitment on the part of either the District or the vendors. It is used merely to collect information.
29. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
30. **Title and Risk of Loss** - The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery.
31. **Proprietary Information** – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.
32. **Out of State Vendors** - The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
33. **Gratuities** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this revision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
34. **Special Tools and Test Equipment** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
35. **Oral Statement** - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.
36. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60) days written notification of intent.
37. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
38. **Waiver** – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.
39. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the SAISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
40. **Invoices and Payments** - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever

comes later, unless a prompt payment discount is offered. All invoices must be mailed to: San Antonio Independent School District, Attn: Accounts Payable, 141 Lavaca Street, San Antonio, Texas 78210. All invoices must reference a Purchase Order number assigned by SAISD.

41. **Prompt Payment Discounts** – Bidders/Proposers are encouraged to offer discounts for large one time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid, but will be part of any contract issued, with the exception of catalog discount bids.
42. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.
43. **Contract Extensions (option year(s))** - Any contract may be extended beyond the base year(s) in writing via an addendum by the School District with mutual agreement between the parties.
44. **Instructions to Bidder/Proposer** - The SAISD at its discretion may purchase from existing bids/proposals and/or issue other bids/quotes for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the school district.
45. **Ethics in Public Contracting** – School District employees are prohibited from receiving, soliciting any gifts, inducement or kickbacks.
46. **Delivery Terms** - If a delivery is to be made to a location other than the Procurement Services Department, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. Contractor is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.
47. **Firm Price Period** - Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for Board of Trustees approval.
48. **Instructions to Bidder/Proposer** - SAISD reserve the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.
49. **Appeal Process** – A protest shall be in writing and shall be filed with the Procurement Services Director. A protest of a bid/proposal shall be received at the Office of Procurement Services.
50. **Miscellaneous Requirement** – The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, work flow charts, templates, third-party documents, end-user license agreements, “shrink-wrap” and/or “click-wrap” licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents.
51. **Contract Documents and Order of Precedence** - Contract Documents are the documents that comprise the basis of contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District’s solicitation document (IFB, RFP, RFQ); the Offeror’s response to the solicitation document; and the notice of award or acceptance by the District. In more complex contracts, Contract Documents may be identified in the District’s notice of award or acceptance and may include the District’s solicitation document (IFB, RFP, RFQ); the Offeror’s response to the solicitation document; the District’s request for Best and Final Offer (BAFO); the Offeror’s response to the BAFO; and the notice of award or acceptance by the District.
 - a) Offeror will ensure the District’s terms and conditions, statement of work/specifications, and Contract Documents order of precedence flow-down to Offeror’s subcontractors, agents, and/or third-party business “partners”.
 - b) Regardless of the documents comprising the Contract Documents, the District’s solicitation document (to include the SOW/Specifications and Terms and Conditions) take precedence over other Contract Documents (regardless of date).
 - c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract’s SOW/Specifications in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW/Specifications) do not change nor replace existing Contract language nor do they supercede or change precedence of the Contract Documents. Any attempt by the Offeror and/or its subcontractors, agents, third-parties, etc. to submit or introduce documents that supercede or take precedence over the Contract Documents may be declared null and void by the District.
 - d) The District does not intend to surrender or reduce any of its sovereign or contractual rights provided under Federal and/or Texas statute(s) and any attempt by the Offeror or any third-party to do so is null and void.

52. **F.O.B. Destination (Free on Board)** – Quote F.O.B. destination for all competitive bids/proposals.
53. **Responsibility for Actions** - Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.
54. **Criminal Background Check** – All vendors, contractors and their subcontractors hereinafter called (“service contractor”), must comply with the requirements of Senate Bill 9, promulgated by the 80th Legislature of the State of Texas. The requirements apply to service contractors whose employees, hereinafter called (“covered persons”), will have continuing duties related to the contracted services and who will have direct contact with students. Such service contractors who employ a covered person will have to conduct criminal background checks on those employees who are covered persons. If the covered person was hired by the service contractor before January 1, 2008, the service contractor must certify to the District that the service contractor has obtained the criminal history record information from any law enforcement or criminal justice agency or a private consumer reporting agency governed by the Fair Credit Reporting Act, 15 U.S.C 1681 et seq. for the covered person. A covered person is considered to have been employed by a service contractor as of the date the covered person first provided services for compensation.

If the covered person was hired on or after January 1, 2008, the employer shall obtain the criminal history record information through the criminal history clearinghouse maintained by the Texas Department of Public Safety as provided by Government Code 411.0845. A covered person is considered to have been offered employment as of the date the covered person accepted an offer from the service contractor for a specific job position or a specific project that is to begin on a date that is certain or reasonably ascertainable. For covered persons hired on or after January 1, 2008, fingerprinting and photographing of the covered person may be necessary.

DEFINITIONS:

Continuing duties related to the contracted services shall mean work duties that have been or will be performed on District property on a regular and repeated basis, rather than on a one time or infrequent basis. **Covered person** shall mean an individual who is not an applicant for or a holder of a certificate under Education Code Chapter 21, Subchapter B; is employed or offered employment by a service contractor, or is an independent contractor of the District and who has or will have continuing duties related to the contracted services and who has or will have direct contact with students. The covered person also includes a minor who is not a student of the District. **Service Contractors** shall mean vendors, independent contractors and their subcontractors, and third part service providers who are compensated by the District for services rendered. **Direct contact** shall mean verbal or physical interaction with one or more students that is necessary for the performance of contracted services, or that provides substantial opportunity for unsupervised interaction with students. Student contact that is incidental to the performance of contracted services, including incidental contact that results from services that do not provide the opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not direct contact with students. **Disqualifying Conviction** shall mean a felon offense under Title 5, Penal Code; (these are offenses against the person, such as criminal homicide, kidnapping and unlawful restraint, trafficking of persons, sexual offenses and assaultive offenses); an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or an equivalent offense under federal law or the laws of another state if, at the time of the offense, the victim was under 18 years of age or was enrolled in a public school.

SERVICE CONTRACTOR RESPONSIBILITIES:

A service contractor shall obtain all required criminal history record information, as described above, that related to a covered person employed by the service contractor or a subcontractor of the service contractor. If a service contractor determines that a person who provides any of the contracted services is not a covered person because the person does not have continuing duties related to the contracted services, or does not have direct contact with students, the service contractor shall make reasonable efforts to ensure that such persons do not in fact have continuing duties or direct contact. A service contractor shall certify, using a District provided form, to the District that it has obtained all criminal history record information related to covered persons, and that it has taken reasonable steps to ensure that its employees who are deemed not to be covered persons do not have continuing duties related to the contract services or direct contact with students. A service contractor shall not permit a covered person to provide services at the District if the covered person has a disqualifying conviction.

55. **Unauthorized Purchases** - By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to SAISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or un-returned goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District’s Finance Division will not issue payment for goods and services delivered without an official purchase order.
56. **Discount Purchases** - Zero (0) percent discounts will not be considered for contract award. SAISD may select 3 to 5 of the most qualified/responsive vendors offering the most competitive pricing. Bidders must submit a catalog or price list, if applicable, with the bid for evaluation purposes. Failure to submit a catalog will result in disqualification. Bids shall be awarded to the vendor(s), as determined by the District, offering the most competitive pricing based upon a comparative analysis of each vendor’s manufacturer/catalog pricing.
57. **Bonds** - Cashier’s Check, Bid Bond or Irrevocable Letter of Credit:

- a) Cashier's check or bid bond is required with bid of \$10,000.00 or more.
- b) Each bid shall be accompanied by either a cashier's check or Surety Company bid bond in the amount of not less than five (5) percent of total bid/proposal amount. Check or bond shall be payable to the SAISD as payee or obligee, and shall be effective once the bids are opened. If the vendor submits a Cashier's Check in lieu of a Bid Bond the following statement must be typed at the bottom left hand side of the Cashier's Check: "In Lieu of Bid Bond". Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.
- c) Such checks or bid bonds will be returned to all except the three lowest bidders after the opening of the bids; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to SAISD may be forfeited in whole or in part if the vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required by the Procurement Services General Terms and Conditions within ten (10) working days from date of Notice of Award.
- d) If any such bid bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- e) If an Irrevocable Letter of Credit is submitted in lieu of a Cashier's Check or Bid Bond the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to SAISD in the amount of not less than five (5) percent of total bid/proposal amount. The letter must state "Irrevocable" in order to satisfy the District's surety requirement. In the event the contract is not awarded to the applicable vendor, the original letter of credit will be returned to the unsuccessful vendor.

58. **Bonds:**

- a) In General: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in TEX. PROP. CODE §§53.201-53.239, as amended, and shall (1) name obligees; the Owner and the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a "B+" rating or better as issued by A.M Best & Co.
- b) Reinsurance: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety's capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to SAISD's acceptance of the bond.
- c) Venue: If any suit shall be instituted against a surety, guarantee, or Fidelity Company by SAISD, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.

59. **Performance & Payment Bonds or Irrevocable Letter of Credit:**

- a) Are required on contracts for \$25,000.00 or more.
- b) Bidder agrees that upon award of contract, bidder will execute and submit the required documents within ten (10) working days from date of Notice of Award. Bidder shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the School District. "The District reserves the right to automatically revoke Board Award if the vendor does not provide Performance and Payment Bonds within ten (10) working days from date of Notice of Award."
- c) Successful bidder shall furnish a performance and a payment bond executed by a surety acceptable to the SAISD in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.
- d) Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- e) The District may accept an Irrevocable Letter of Credit for low risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted in lieu of Performance Bond, based upon the District's determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to SAISD in the amount of 100% of total bid/proposal amount. The District reserves the right to automatically revoke Board Award if the vendor does not provide an Irrevocable Letter of Credit within ten (10) working days from date of Notice of Award. The Letter of Credit will be returned to the unsuccessful vendor(s) within 10 working days after contract award. Vendor must enclose a self addressed stamped envelope for return of letter. If the successful vendor(s) does not execute a contract and post the applicable Insurance Certificate required by the Procurement Services General Terms and Conditions within ten (10) working days from date of Notice of Award, the District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.

60. **Insurance:**

- a) The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best Rating of the insurance company to determine the company's acceptability to the School District.
- b) An original certificate of insurance confirming coverage must be submitted to the School District within ten (10) working days from date of Notice of Award. "The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from date of Notice of Award."
- c) Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the San Antonio Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the San Antonio Independent School District. The certificate(s) of insurance provided the San Antonio Independent School District by the Contractor must reflect the above-stated requirements.
- d) **Failure to submit and maintain valid insurance/bonding constitutes a breach of contract and may result in contract termination in the best interest of the District.**

NOTE: THE FOLLOWING REQUIREMENTS HAVE BEEN REVISED (FEBRUARY, 1992). BIDDERS ARE DIRECTED TO REVIEW THESE PROVISIONS CAREFULLY.

Insurance coverage and liability limits shall be not less than the following:

COVERAGE	LIMITS
A. COMPREHENSIVE AUTOMOBILE LIABILITY	\$500,000.00 CSL (Combined Single Limits) or \$250,000/\$500,000 BI/ \$100,000 PD BI=Bodily Injury, PD=Property Damage

Business (Commercial) Automobile Liability Insurance coverage is required for all owned, non-owned and hired vehicles. No deletions/exclusions from standard coverage form allowed without written consent from the San Antonio Independent School District, Procurement Services Department.

Must Include Owned, Hired, and Non-Owned Automobiles

B. COMPREHENSIVE GENERAL LIABILITY EACH OCCURRENCE	\$500,000.00 CSL (Combined Single Limits) or \$500,000 BI/\$100,000 PD
General Aggregate	\$1,000,000.00

Independent Contractor Coverage (same as above) if Sub-Contractors are used.

FOR CONTRACTS OF \$25,000.00 OR MORE:

In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of \$1,000,000.00 is required for contracts of \$25,000.00 or more, unless Comprehensive General Liability limits of \$1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement.

C. WORKER'S COMPENSATION INSURANCE

The Texas Labor Code requires worker's compensation insurance for all persons providing services on a building or construction projects. The San Antonio Independent School District requires the prime contractor to:

- a) Provide certificates of coverage for the contractor's employees to the Procurement Services Department.
- b) Provide certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
- c) Retain copies of the above certificates of coverage for the duration of the project, plus one year.
- d) Notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affects the coverage of any person providing services on the project.

- e) Provide new certificate at least thirty (30) days prior to the expiration of coverage period.
- f) Obtain and provide new certificates of coverage for each person providing services on the project whose current certificate ends during the duration of the project.
- g) Post a notice on each project site in the text, form, and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

Persons providing "services" on the project includes all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "Services" include without limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)

D. PROFESSIONAL LIABILITY

- a) "Provide proof of professional liability/errors omissions in the amount of \$500,000 for the past year and history of all claims. Note any and all allegations and convictions of felonies related to the firm's owners or operators, and include a general description of the conduct resulting in the allegation or conviction of each felony.

- 61. **Clean Air and Water Act** - I, the Bidder/Proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR, Part 15, as required under OMB 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.
- 62. **Instructions to Bidder/Proposer** - The quantities of products noted in the minimum specifications portion of this document are estimates only and not necessarily purchased by this contract. Specific quantities will be noted on subsequent purchase/delivery orders issued under this contract. If the District's requirements do not result in orders in the quantities described as "estimated" in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment.
- 63. **Liquidated Damages** - If the successful offeror fails to deliver or defaults on this contract within the time specified in the contract, the offeror shall pay (or have withheld from payments due), at the option of SAISD, to SAISD as liquidated damages \$300 per delivery order. Offeror agrees that this is a reasonable cost to compensate SAISD for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude SAISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to SAISD.
- 64. **Instructions to Bidder/Proposer** - All bids/proposals must be complete and convey all of the information requested in order to be considered responsive. If the bid/proposal fails to conform to the essential requirements of the bid/proposal solicitation, the District alone will determine whether the variance is significant enough to consider whether or not the bid/proposal is acceptable and therefore a candidate for further consideration.
- 65. **Warranty** – The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties available to any customer for same or similar supplies or services.
- 66. **Copyright** – Any original work or design created on behalf on the San Antonio Independent School District shall be considered a "work made for hire" under the United States Copyright Act and shall be the sole property of the San Antonio Independent School District and all right , title and interest therein, including copyright, shall solely vest in the District.
- 67. **Instructions to Bidder/Proposer** - SAISD is tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure SAISD that Bidder's employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by SAISD that the employee must be immediately restricted from all SAISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with SAISD.
- 68. **Contact with SAISD** – Bidder/Offeror/Proposer/Vendor will direct all questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD's Director of Procurement Services. Bidder/Offeror/Proposer/Vendor or agents will have no direct contact with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD's Director of Procurement Services prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.
- 69. **Prohibited Communications – "During Blackout Period"** - The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any SAISD Board

members, district employees and any contractor involved in any step in the procurement process about the affected procurement. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per the General Terms and Conditions listed in the solicitation. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation and end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the District and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the District and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

70. **Other Applicable Laws** – Any provision required being included in a contract of this type by any applicable and valid Executive order, federal, state or local law ordinance, rule or regulation shall be deemed to be incorporated herein.

71. **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance:**

- a) **Membership.** San Antonio ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million 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 San Antonio ISD may be 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.
- c) **Adopted Contract Management.** The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

Revised: 4-6-2020

Past Performance Questionnaire Instructions

Instructions to Offeror for sending Reference Questionnaire Forms:

Prepare and send a reference questionnaire package for each project you list as a reference for the Past Performance evaluation factor. The instructions page is to be omitted from the package when sending to references for completion.

The past performance questionnaire must be independently completed by the offeror's client references. Offerors are responsible for ensuring that their client references complete this questionnaire and submit it via email directly to SAISD's Procurement Services department via email by the designated date and time listed on the questionnaire.

A list of at least three (3) Non-SAISD references from current customers. References must include Educational Agencies (K-12 preferred), Government Agencies and/or firms, which are substantially serviced by the Proposer (references most similar to SAISD must be provided).

It is the Offeror's responsibility to follow-up and to encourage references to send in their questionnaire.

Past Performance Questionnaire
RFP #20-025(RC), Administration Building Dining Operations & Development Services

Please complete this Questionnaire and e-mail or fax to
Rosalie Cavazos, Contract Administrator,
E-mail: rcavazos@saisd.net or FAX: 210.228-3174

_____ is currently in the process of preparing a proposal response for
(Proposer Name)
the San Antonio Independent School District RFP #20-025(RC), Administration Building Dining Operations & Development Services. As part of our proposal, we have listed you as a reference on our performance for this type of service with your company/agency under the previous/current contract listed below. Your input on our performance is therefore requested.

Questionnaire is due no later than **Tuesday, July 7, 2020 at 2:00 pm (CDT)**. Questionnaire must be submitted directly to the Contract Administrator on company letterhead if faxed or emailed from a corporate e-mail account.

Thank you.

NAME OF PROPOSER: _____

Phone: _____ Fax: _____ E-Mail: _____

I. Past/Current Reference Information

1. Contract or Identifying Number: _____

2. Contract Value: _____

3. Period of Performance: _____

4. Brief description of items provided:

5. Name of Person Completing Questionnaire: _____

Agency/Company:

Title: _____ Phone: _____

E-mail: _____

II. EVALUATION. Please rate the Proposer utilizing the guide below. Explanatory narratives for as many responses as possible would be appreciated. These narratives need not be lengthy, just detailed. Attach additional pages if more space is needed.

Evaluation Definitions – The following definitions should be used in the assessment of Contractor performance.

<u>EXCEPTIONAL</u>	Performance <u>EXCEEDS MOST</u> contractual requirements. The performance of areas being assessed was accomplished with few minor issues or concerns.
<u>VERY GOOD</u>	Performance <u>EXCEEDS SOME</u> contractual requirements. The performance of areas being assessed was accomplished with few minor issues or concerns, for which the Contractor’s corrective actions were highly effective.
<u>SATISFACTORY</u>	Performance <u>MEETS</u> contractual requirements. The performance of the areas being assessed contains minor issues or concerns, for which corrective actions taken by the Contractor were effective.
<u>MARGINAL</u>	Performance <u>MEETS SOME</u> contractual requirements. The performance of the areas being assessed includes significant problems, issues, or concerns for which corrective actions taken by the Contractor were only somewhat effective.
<u>UNSATISFACTORY</u>	Performance <u>DOES NOT MEET</u> contractual requirement. The performance of the areas being assessed includes serious problems, issues, or concerns for which the Contractor’s corrective actions were ineffective.
<u>NOT APPLICABLE (N/A)</u>	Performance information not recent or relevant as defined in the Solicitation. Unable to provide assessment.

Past Performance Evaluation

1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?

2. When did this work take place?

3. What was the quality of the vendor’s services and goods to your District/Company?

4. Did the service and goods meet your expectations?

5. Was the work completed in a timely manner?

6. Would you recommend the vendor for future work within your District/company? Why or why not?

7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed?

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory

General Comments:

Evaluation Criteria

It is the intent of the District to award this RFP based on the **Best Overall Value to the District** and the determination of responsibility or non-responsibility of Proposer as the law allows. Each Proposer shall furnish to the SAISD, all such information and data requested by the SAISD to help in determining the Proposer’s qualifications and responsibility. The District reserves the right to negotiate separately with any Proposer(s) in any manner necessary to serve the interests of the District.

All prospective Proposers are advised no contract will be created between the District and a prospective Proposer simply by virtue of said Proposer’s submission of the lowest responsible proposal, or submission of the lowest priced proposal. The District expressly retains its authority and ability to select and/or reject all proposals. The District shall evaluate and consider all proposals based on a combination of factors, including price and other factors in determining which proposal provides the best overall value to the District. The District must consider any of the following in determining to whom to award a contract.

An Evaluation Committee will evaluate the proposals against the following weighted criteria:

- 1. Proposed Concept 30 pts
- 2. Reputation of the Vendor and of the Vendor's Goods or Services 10 pts
- 3. Quality of the Vendor's Goods or Services 10 pts
- 4. Extent to which the Goods or Services Meet the District's Needs..... 25 pts
- 5. Vendor's Past Relationship with the District 5 pts
- 6. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or, (B) employs at least 500 persons in this state 0 pts
- 7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses (HUB) 6 pts
- 8. The total long-term cost to the district to acquire the vendor's goods or services 5 pts
- 9. Any other relevant factor specifically listed in the request for bids or proposals 9 pts (Offers, programs and services in addition to statement of work; value added incentives beneficial to SAISD.)

***Notice:** The evaluation and scoring shown on this evaluation document are preliminary results and are not final. This evaluation and scoring may be subject to re-evaluation, re-scoring, and/or re-examined considering additional evaluation information, such as applicable law/regulations or through a Best and Final Offer (BAFO) process. Evaluations and scoring results are not final until the evaluation process officially concludes.*

Proposer(s) scoring highest based upon the Evaluation Criteria will be selected to participate in this final analysis of proposals. Qualifications and suitability of the proposed service and not price alone shall be considered in the acceptance of proposals. The District will award a contract based upon best value as determined by a combination of price and the above stated evaluation criteria.

SAISD may request a written interpretation from a Proposer of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation.

SAISD shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required documents; to reject a proposal, which is in any way incomplete, irregular, or nonconforming; or to reject a proposal, which may otherwise be legally rejected for any reason. SAISD may waive any informality in any proposal to the fullest extent permitted by applicable law.

The contents of the proposal submitted by the successful Proposer and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Proposer will be expected to sign a contract with the District.

Best Value Incentives

In this section you should list any best value incentives you can offer SAISD. Examples of incentives would be to include as part of the proposal, additional services at no additional cost, and reduced costs in subsequent years, etc. These incentives must be clearly enumerated in your response. The response must provide a description of each incentive indicating particulars such as amounts, times, etc.

The Proposer must include a summary in this section of all Best Value Incentives being offered along with Proposer's cost and the cost to SAISD, if any. This information may be used in determining award of this RFP. Please see the example summary below for one sample type incentive.

Example of a Best Value Incentive Summary

Incentive	Proposer's Cost	SAISD Cost
Additional Services	\$ 10,000.00	\$ -

Introduction

The San Antonio Independent School District is seeking qualified vendors to provide “Administration Building Dining Operations & Development Services” a dining facility at the new Administration Building downtown that will meet the needs of the District. This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal’s content or exclude any relevant or essential data. Vendors are at liberty and are encouraged to expand upon the specifications to evidence product capabilities.

District Profile

The San Antonio ISD (the “District”) is a large urban school district (K-12) with approximately 48,554 students and is the third largest public school system in the Bexar County area. The District provides a comprehensive instructional program and related services for students from pre-kindergarten through 12th grade, including a College Preparatory Curriculum, Magnet Programs and Specialized Schools as options for Middle and High School students, Career and Technology Education, Bilingual Education, Special Education, and variety extracurricular opportunities.

STATEMENT OF WORK

Statement of Purpose

- a. San Antonio ISD is seeking proposals from qualified food service management firms for the development and operation of a food servery at the Administration Building at Flores & Quincy Streets in downtown San Antonio, Texas. Our goal is to partner with a vendor that could work with SAISD to develop the severing area, and provide variety of food options at competitive pricing, and support SAISD’s initiative to promote healthy lifestyles and sustainable practices.
- b. The successful vendor could be expected to provide breakfast, lunch and vending on weekday for building employees who select to eat at the cafeteria on weekdays and catering services as needed with offerings that include a variety of choices. The vendor may also provide daily meal services to the public.
- c. The successful vendor could be expected to enter into a lease agreement with SAISD.
- d. **Part II – Vendors that are selected will proceed to the next steps of this solicitation process which will be required to submit a presentation to the SAISD Board of Trustees.**

Background

SAISD is currently going through a process to consolidate its administrative offices to provide a more efficient and effective services to its students, family and community. A new administration building is under construction and an estimated occupancy in March, 2021. This 140,000 SF building will house an estimated 625 administrative staff with limited availability for dining establishments within walking distance of the building. The new building will include space for kitchen, food servery and dining area as well as an outside seating area. The new building is located on the site of the football field previously used by Fox Tech High School surrounded by Flores Street to the east, Kingsbury Street to the south, Cameron Street to the west, and E. Quincy Street to the north near the intersection of IH10 and IH35. Most notable, the facilities are located adjacent to the San Pedro Creek park that is getting a \$300 M improvement. Phase I adjacent to this site is already complete receiving heavy public traffic on weekends. The SAISD administrative staff is culturally diverse and have a range of dietary needs and preferences. Food offerings must reflect that diversity with choices of cuisines including American, Mexican, Asian, Italian, etc.

Attachments to this RFP include site and floor plans, servery and cafeteria plans, and patio plans (Exhibit A through C).

Scope of Work

The selected food service vendor could be responsible for providing all equipment, labor, services, and management of the kitchen operations. The vendor could also be responsible for providing supplies, material, and maintenance of the kitchen equipment required to deliver food services including dining, vending and catering services for Administration Building staff as well as any external food services. Priorities in evaluating and selecting a short list of vendors could include (1) Ability to demonstrate a plan for maintaining meal process for the budget conscious consumer; (2) Bring retail brands and varieties that could be of interest to staff; and (3) Ability to maximize financial benefits to SAISD.

- Permitted Use- The permitted use is the operation of a full service open at least five (5) days per week, serving a minimum of breakfast and lunch to District staff and to the public. The location of the Restaurant may also support dinner hours and Catering Service “as needed”.

- Room Schedule –

<i>Dinning Facility</i>	<i>Square Feet</i>	<i>Count</i>
Kitchen	1089	1
Pantry	110	1
Servery	1403	1
Janitor	19	1
Dinning	3836	1
Exterior Patio	2277	1
Total	8700-8800	

- Signage – Require City and SAISD approval for exterior signage; SAISD approval for interior signage.
- Telecommunications and Automations Requirements –SAISD will provide infrastructure; vendor to provide its own equipment.
- Parking Facilities – Vendors staff may share the use of existing parking facilities for staff. No additional spaces will be marked off for patrons.
- Loading Dock- SAISD will allow the shared used of the loading dock for vendors food delivery.
- Waste Disposal- SAISD will negotiate a shared use and cost of dumpsters.
- Utilities – No existing submetering for the operations of the kitchen. Vendors may propose how to share utility costs.
- Janitorial – SAISD will be responsible for daily cleaning of cafeteria floors and cleaning after using cafeteria for SAISD functions. SAISD will clean the restrooms. Vendor is responsible for all cleaning in the kitchen and cafeteria table cleaning as needed.
- Extermination –SAISD handles pest management around the building, excluding the kitchen.
- Building Maintenance – SAISD is responsible for utilities and systems beyond the kitchen walls. Vendor is responsible for maintenance of all systems and equipment within the kitchen. Lessor shall have systems and equipment personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning units, electrical wiring, plumbing leaking into occupied areas, roof leaks, disruption of water delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge receipt of the emergency calls within two (2) hours.
- HVAC-Heating, Ventilation and Air Conditioning ("HVAC") shall be provided by SAISD.
- Electrical shall be provided by SAISD.
- Electrical Fixtures and Switches- shall be provided by SAISD.
- Cost of furnishing and installing electric lamps at inception of the Lease shall be at Lessor's expense.
- Emergency Lighting and Alarm System – shall be provided by SAISD.
- Specialty lighting items are not included. SAISD can provide a floor and lighting plan if needed.
- SAISD will be providing general lighting in the cafeteria and kitchen. Since the cafeteria will also serve for other uses by the District.
- SAISD will be responsible for bulb replacement. Inside the kitchen, the vendor will be responsible for lamp replacement.
- Insurance and Bond Requirement – throughout the term of the contract, the tenant will be required to maintain insurance typical for the operation of the restaurant in amount and with limits determine appropriate by the SAISD, Risk Manager and with carriers. SAISD must be named as additional insureds.

The following Rental terms are provided as an example for reference. Final rent terms will be negotiated with the awarded vendor upon lease signing.

SUMMARY OF KEY LEASE TERMS

This Section briefly describes key lease terms sought by SAISD. In its submittal, Respondents must indicate acceptance of these key lease terms, and make a lease proposal that is consistent with these key Lease terms. The final lease terms will be negotiated with SAISD staff and are subject to final approval by SAISD Board Members.

Permitted Use

The permitted use under the Lease is the operation of a full service open at least five (5) days per week, serving a minimum of breakfast and lunch. The location of the Restaurant may also support dinner hours.

Premises

Approximately 1,630 square feet of restaurant space; and
 Approximately 600 square feet of non-exclusive outdoor dining area within a dedicated public access area.

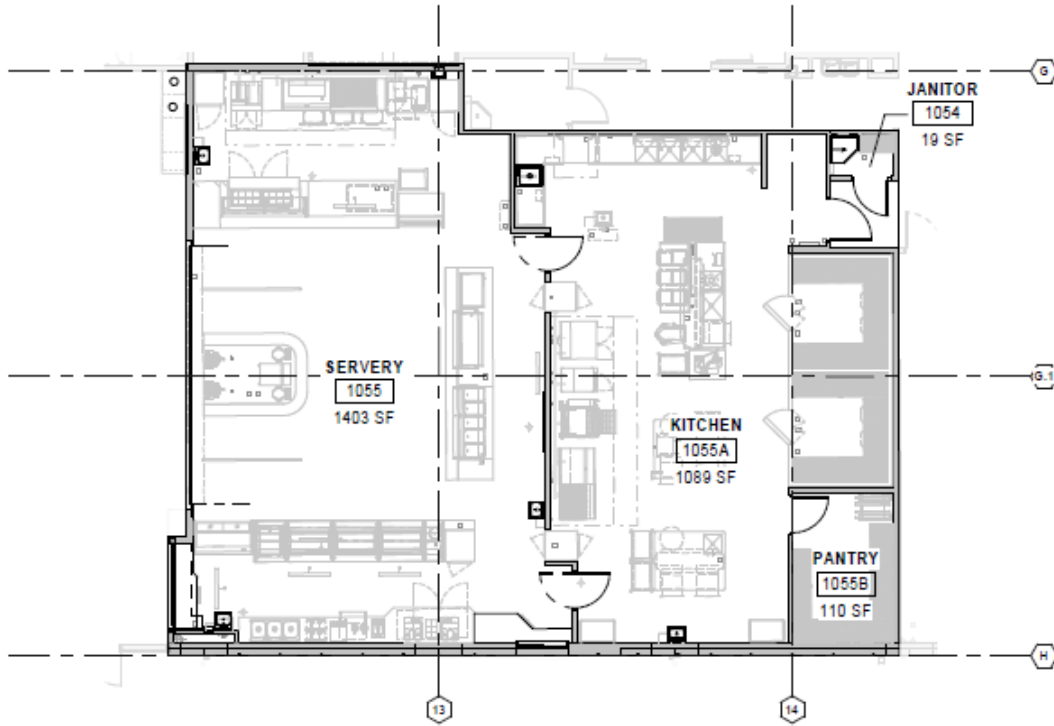
Rent

- Monthly rent shall be the greater of base rent or a percentage of gross revenue:
 - o Minimum monthly base rent per square foot shall be quantified by Respondent in the proposal but in no event shall be less than \$3.50 per square foot monthly escalated annually by 3%.
 - o Minimum percentage rent based on gross revenue shall be quantified by Respondent in the proposal but in no event shall be less than 7%.
 - o SAISD may agree to a rent-free construction period of up to 12 months from the date the Lease is fully executed to complete design, permitting and construction conditioned upon SAISD’s review of Respondent’s proposed design, permitting and construction schedule.

Offered Space	Square Feet	Price per SF per Mo.	Price Per Month
Total Usable Area	_____ sf	\$ _____	\$ _____
Allowance for common Areas (not to exceed 10% of the Usable Area)	_____ sf	\$ _____	\$ _____
Total Leasable Area	_____ sf	\$ _____	\$ _____
Janitorial Services.....			\$ _____
Utilities.....			\$ _____
TOTAL COST PER MONTH	_____ sf	\$ _____	\$ _____

EXHIBIT "A"

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1 ENLARGED PLAN
SERVERY/KITCHEN SQ FT
1/8" = 1'-0"



603120 CONSTRUCTION DOCUMENTS

SAISD - Central Office Facility

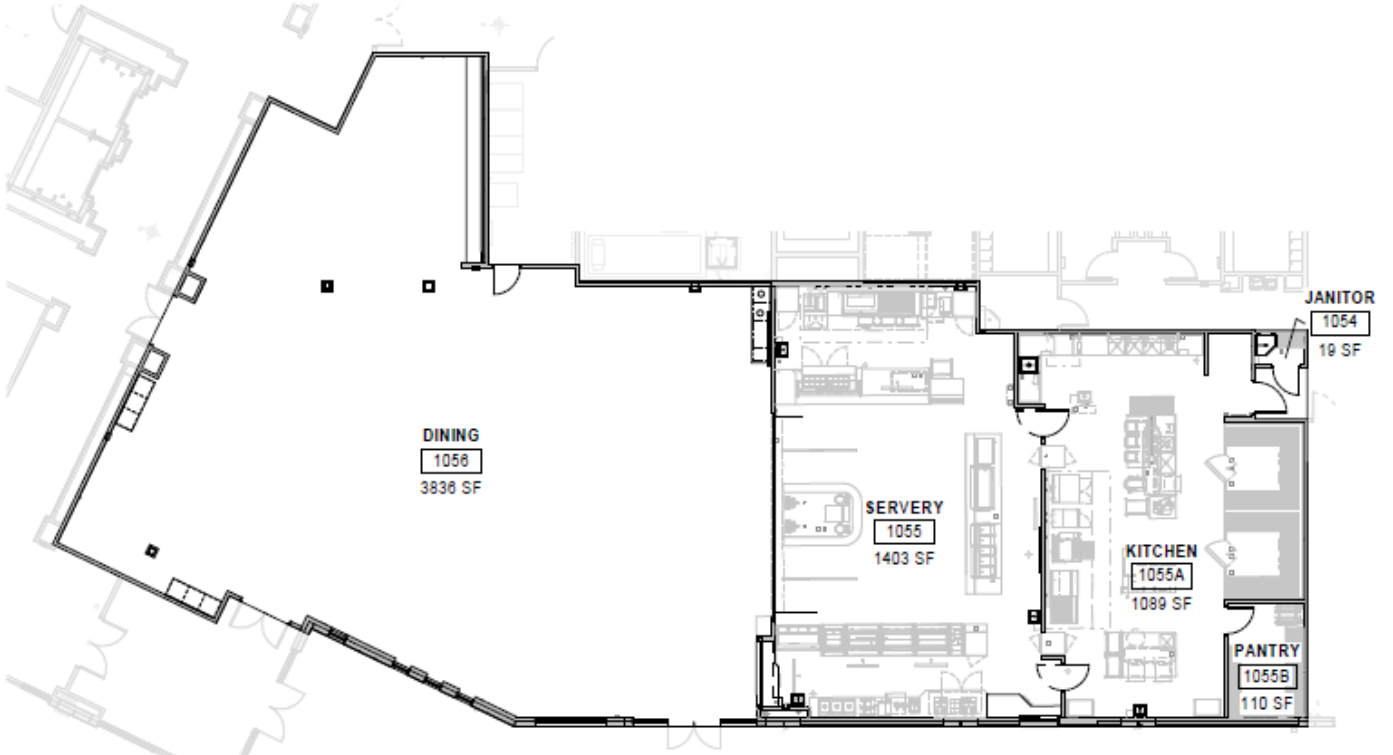
514 W. Quarry
San Antonio, Texas 78205

748 E. Mulberry Avenue, Suite 804
San Antonio, Texas 78212
Office: (214) 722-3828
www.rvkinc.com
Registered Architect: Edm. C. Hunt 19228

RVK designs and delivers exceptional solutions that positively impact the daily lives of people and their environments.

EXHIBIT "B"

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1 ENLARGED PLAN
SERVERY/KITCHEN SQ. FT.
3/32" = 1'-0"



65-2128 CONSTRUCTION DOCUMENTS

SAISD - Central Office Facility

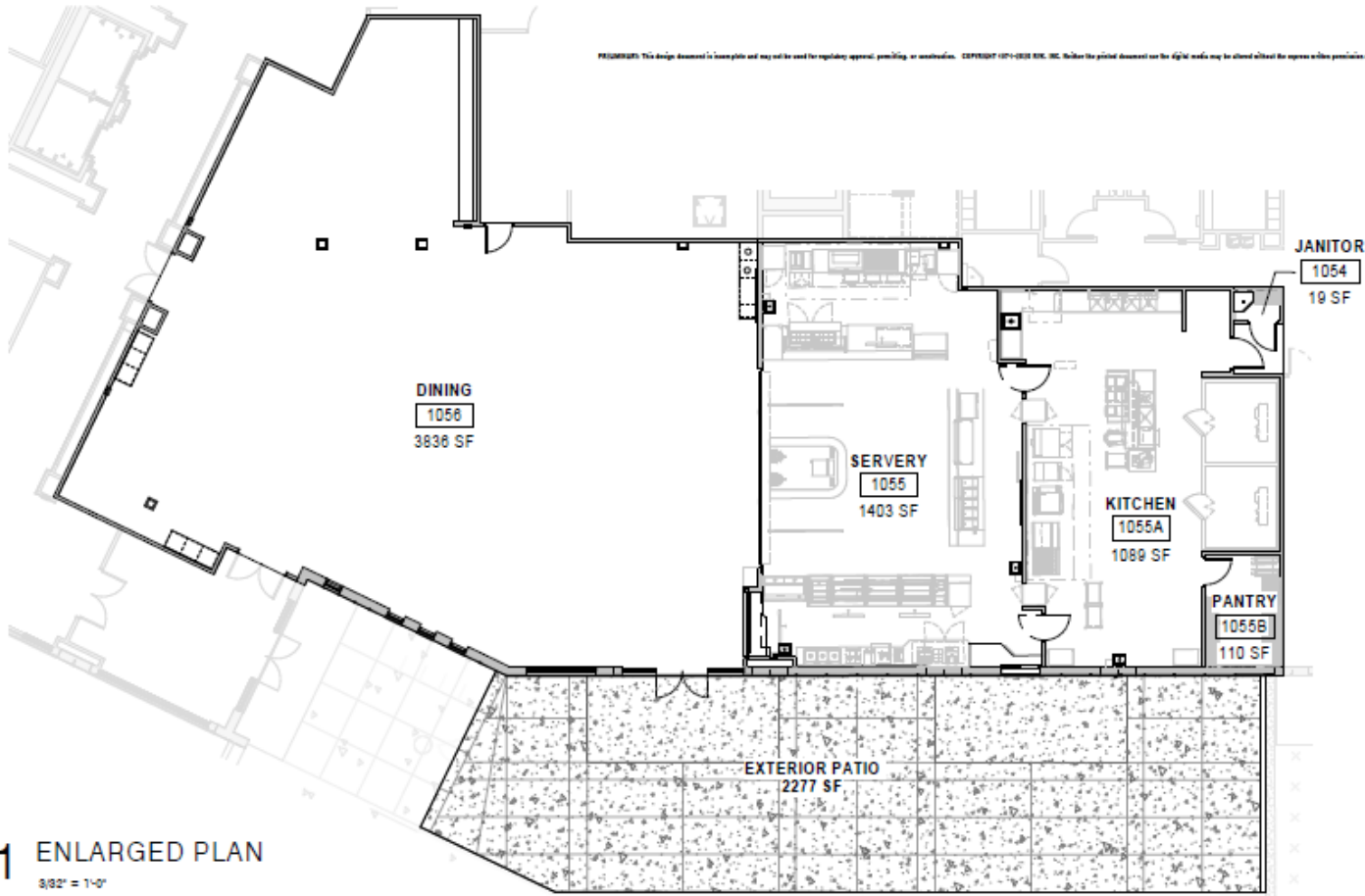
314 W. Gateway
San Antonio, Texas 78205

148 E. Mulberry Avenue, Suite 801
San Antonio, Texas 78212
Office: 214.733.2828
www.rvkarchitect.com
Registered Architects: Edith C. Hurd 18228

RVK designs and delivers exceptional solutions that positively impact the daily lives of people and their environments.

EXHIBIT "C"

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1 ENLARGED PLAN
3/8" = 1'-0"



06/21/20 CONSTRUCTION DOCUMENTS

SAISD - Central Office Facility

344 W. Gateway
San Antonio, Texas 78205

148 E. Mulberry Avenue, Suite 801
San Antonio, Texas 78212
Office: 214.733.2828
www.rvkinc.com
Registered Architects: Collin C. Hovey 18228

RVK designs and delivers exceptional solutions that positively impact the daily lives of people and their environments.

Proposal Submission Requirements

All documents will be submitted through the Bonfire Portal, <https://saisd.bonfirehub.com/portal>, Vendor submission must adhere to the following format and structure:

Proposal Format

- 12 pt font, Times New Roman or Arial font,
- 1” inch margins all around
- Each page must include:
 - A footer in the center of the page with the name of the organization/agency, and
 - Page number on the right corner of the footer
- **Faxed proposals or emailed responses will not be accepted for any reason.**
- **ALL FORMS MUST BE FILLED OUT, SIGNED AND SUBMITTED IRRESPECTIVE OF APPLICABILITY.**

Proposal File Submission Structure

1. “SIGNED PROPOSAL” – .PDF FILE/TECHNICAL RESPONSE

- **Cover Page** with contact information (one page)
- **Table of Contents** (one page)
- **Proposal Acknowledgement Form** (Signed page 1 of this solicitation)
- **Executive Summary** (one page or less)
 - a. Organization/Agency
 - b. Contact Person and Contact Information (i.e. phone number, fax number, e-mail address, alternate point of contact)
 - c. Organization Background Information/History
 - d. Describe experience, qualifications, and successes in the selected service area
 - e. Describe what services, activities, or strategies will be provided and frequency
 - f. Name and title of staff members, and number of staff to be involved
- **Statement of Work** – Description of services and capabilities as outlined in the **Statement of Work** section of the RFP, in the order shown.
- **Resumes** – Resumes for each staff member and Service Proposer must accompany the proposal and/or job description of staff positions to be added along with the number of positions.
- **SWMBE Certificate** – Copy of the Proposer’s SWMBE certificate if *Item D.* of the Representation and Certifications is marked “Yes”.
- **Bonding** – Not Applicable

2. “REPRESENTATION AND CERTIFICATION” – .PDF FILE

3. “EDGAR COMPLIANCE” – .PDF FILE

4. “HB 89” – .PDF FILE

5. OUT OF STATE CERTIFICATION

6. “ADDENDA” – .PDF FILE (if applicable)

The District reserves the right to disqualify Vendor if any required attachments do not accompany the proposal when it is submitted. The proposal may be deemed non-responsive for further consideration.