

PROPOSAL DEADLINE: THURSDAY, FEBRUARY 19, 2015 – 3:00 P.M.CST

PROPANE FUEL
RFP #006-14-15

Grapevine-Colleyville Independent School District



REQUEST FOR PROPOSAL; PROPOSAL INSTRUCTIONS; GENERAL CONDITIONS AND
SPECIFICATIONS/SCOPE OF WORK/SERVICES FOR: PROPANE FUEL

TABLE OF CONTENTS

Section 1.0 - Notice to Proposers - Page 3
Section 2.0 - Standard Terms and Conditions - Pages 4-6
Section 3.0 - Submissions and Evaluations - Page 6
Section 4.0 - General Conditions - Page 7
Section 5.0 - Specifications and Scope of Work- Page 8-9
Section 6.0 - References - Pages 9
Section 7.0 - Proposal Format - Page 9
Section 8.0 - Proposal Format - Page 9-10
Section 9.0 - Contract Provisions - Pages 10-16
Section 10.0 - Evaluation Process - Page 16
Section 11.0 - Procurement Schedule – Page 16
Section 12.0 - Board Action – Page 16
Section 13.0 - Contact Information – Page 17
Section 14.0 - Required Forms – Pages 17-19
Section 15.0 – Evaluation Form - Pages 19-20
Section 16.0 - Response Form and Required Forms– Pages 21-42

DUE: February 19, 2015 – 3:00 P.M.

Section 1.0 - NOTICE TO PROPOSERS

Proposal Deadline: February 19, 2015 – 3:00 P.M. CST

RFP #006-14-15 - PROPANE FUEL

All Proposals must be sealed and addressed to Michelle Johnson, Buyer, Purchasing Services, GCISD, at 3051 Ira E. Woods Avenue, Grapevine, Texas 76051.

Proposals will not be publicly opened.

All Proposals must be plainly marked on the outside of the sealed envelope as follows:

**“RFP #006-14-15:
PROPANE FUEL**

Attention: Do not open until 3:00 P.M. CST – February 19, 2015”

You are hereby invited by Grapevine-Colleyville Independent School District to submit a Proposal for PROPANE FUEL. Proposals will be accepted in the Purchasing Services Department, at 3051 Ira E. Woods Avenue, Grapevine, Texas 76051 at 3:00 P.M. CST on February 19, 2015. The enclosed Proposal Response Form must be used to record and submit your Proposal. It and any other requested information shall be submitted within a sealed envelope clearly marked with **“RFP #006-14-15 - PROPANE FUEL.”**

Any Proposal received later than the specified time, whether delivered in person or by mail, shall be disqualified. Proposals may be submitted on any/or all items unless stated otherwise. The District reserves the right to reject any/all Proposals and to accept any Proposal deemed most advantageous to the Grapevine-Colleyville Independent School District and to waive any formalities in the Request for Proposal process.

Timetable:

Release RFP:	Thursday, January 22, 2015
Deadline to Submit Questions:	Thursday, February 5, 2015
All Questions Must Be Submitted To:	Michelle.johnson@gcisd.net & Lisa.waldrip@gcisd.net
Deadline for Submittal of Proposal:	Thursday, February 19, 2015 @ 3pm.
District Offices Closed:	March 9 – 13, 2015 Spring Break
Recommendation to the Board of Trustees:	Monday, March 16, 2015
Board Meeting:	Monday, March 23, 2015
Effective Date:	Tuesday, March 24, 2015 – March 31, 2016

Michelle Johnson
Buyer, Purchasing Services
Grapevine-Colleyville ISD

DUE: February 19, 2015 – 3:00 P.M.

Section 2.0 - STANDARD TERMS & CONDITIONS

2.1 The Invitation to Propose, terms and conditions, the specifications, the received Proposal, and the subsequent Board Approval form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful proposer and the District and supersede any prior discussions or negotiations, representations or agreements, either written or oral.

2.2 Proposers are cautioned to read this invitation carefully, to complete all entries, and submit all documents or information requested. Failing to do so may be materially non-responsive and result in non-consideration of the Proposal.

2.3 Prices and/or discounts submitted for this Proposal will be held firm for the initial term of the contract. After the initial contract term, the District reserves the right to extend the contract for four (4) additional one-year periods, upon the agreement of both the successful vendor and the District. Renewing the contract would imply doing so under the same terms and conditions. A price and/or discount re-determination may be considered by the District only at the anniversary date of the contract.

2.4 Proposal contracts are considered to be in force during the period stipulated by the Proposal or until replaced by a subsequent Request for Proposal for the same product or services.

2.5 If for any fiscal year (currently July 1 thru June 30) of this contract, the Board of Trustees for any reason fails to appropriate funds for these goods, the District will notify the vendor immediately and will no longer be obligated under the contract.

2.6 The successful vendor(s) may cancel the contract only at the end of the plan year by giving the school district written notice ninety (90) days prior to the end of the plan year.

2.7 The District reserves the right to cancel a part or this entire contract at any time during the term with cause. Notification will be submitted in writing no less than sixty (60) days prior to the effective date.

2.8 Proposals received after the date and time specified will not be considered. The District is not responsible for lateness or non-delivery of mail carrier, etc., and the date/time stamp shall be the official time of receipt. Proposals may not be submitted or received by facsimile or email.

2.9 The District reserves the right to accept or reject any and all Proposals and to waive any formalities or technicalities if deemed in the best interest of the Grapevine-Colleyville Independent School District. The District also reserves the right as sole judge of quality and equality.

2.10 Proposals meeting the requirements of the Request for Proposal shall be considered. Proposers taking exception to the specifications, or offering substitutions shall state these exceptions plainly on the Proposal document.

2.11 Any interpretations, corrections, additions, or changes to the Request for Proposal and the Specifications will be made by addenda or an amendment to the Proposal. The sole issuing authority of addenda or amendment(s) shall be vested in the District's Purchasing Agent. Addenda or amendment(s) will be mailed to all who are known to have received a copy of the Invitation to Propose.

DUE: February 19, 2015 – 3:00 P.M.

2.12 No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

2.13 Each Proposer, by making his/her Proposal, represents that he has read and understands the Invitation to Propose. Failure to respond to this Proposal may remove your company from future Proposal notifications.

2.14 The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law.

2.15 All District property and facilities are a drug free zone. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. Any person on school property shall not use or possess tobacco products, electronic cigarettes or other smokeless tobacco products. Employees shall be designated to ensure appropriate conduct of participants and others while on school premises. Any person on school property shall not use or possess tobacco products, electronic cigarettes or other smokeless products. The proposing company and its employees shall adhere to this policy.

2.16 Each proposer must give notice to the District if a person, owner, or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

2.17 If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies (though not just limited to these): purchase the products elsewhere, cancel the contract, and/or award to the next qualified proposer.

2.18 Should the vendor fail to perform by providing the Proposal product at the price submitted, and/or if the vendor is unable to provide the Proposal product within a specified time frame, The District will recover by purchasing the product elsewhere. Damages will be assessed against the defaulting vendor for the difference between the prices paid for the product on the open market less the original Proposal price, assuming the purchase price is higher than the original awarded Proposal price. Damages may also be assessed for the cost of procuring the product elsewhere and expenses incurred due to the delay caused by not having the specified goods. If the open market price is less than the Proposal price, damages for delay and interim substitutes may be assessed.

2.19 The Uniform Commercial Code shall govern the agreement between the seller and The District created by this Proposal. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement. Proposers are advised that all District contracts are subject to all legal requirements provided for in the Local, State, and Federal statutes.

2.20 Proposers shall submit all questions concerning this Proposal to Michelle Johnson by email at Michelle.johnson@gcisd.net. A reply in the form of written addendum will be sent to all proposers known to have received an Invitation to Propose, if the answer provides clarification or will have an impact on the Proposal responses. The District's Purchasing Assistant shall be copied on all questions by emailing

DUE: February 19, 2015 – 3:00 P.M.

Lisa.waldrip@gcisd.net. The deadline for submitting questions in conjunction with this RFP is 3:00 p.m. on Thursday, February 5, 2015.

2.21 VENDORS WHO DO NOT PROPOSE are requested to notify the Grapevine-Colleyville Independent School District Purchasing Department in writing if they wish to receive future Proposals. Failure to do so may result in their being deleted from our vendor list.

2.22 By signing this Proposal, a proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the Proposal submitted.

2.23 By signing this Proposal, a proposer affirms that, to the best of his/her knowledge, the Proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other proposers in the award of this Proposal.

2.24 PROPOSER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the Proposal.

2.25 For an alternate product Proposal item to be considered, a brochure or detailed specification must be attached to the specification price sheet explaining how the product deviates from the specifications. Grapevine-Colleyville Independent School District reserves the right to make final decisions as to comparable items.

Section 3.0 - SUBMISSIONS & EVALUATIONS

3.1 Your Proposal, in order to be considered, must include the properly executed Proposal Response Form, Affidavit, Statement of Compliance, Felony Conviction Notification, References and those other items and/or attachments as specified in this Proposal set. All responses must be legible and signed in order to be considered.

3.2 In evaluating Proposals submitted, the following considerations will be taken into account (but not limited to): price, quality, suitability for intended use, probability of continuous availability, time of service, delivery and vendor reputation. It is not the policy of the Grapevine-Colleyville Independent School District to purchase on the basis of price alone. The District reserves the right to conduct any tests, evaluations or comparisons it deems necessary to complete the evaluation process.

3.3 Proposers may be required to furnish evidence in writing that they maintain a permanent and adequate place of business and have adequate equipment, finances, and personnel to furnish the products offered satisfactorily and expeditiously and that they are authorized agents and can provide the products they propose to furnish.

3.4 Vendors taking exception to the terms and conditions or specific actions of this Proposal shall state the exceptions plainly on the exception page of this Proposal document. If no exceptions are indicated on the submitted form, it will be assumed that your Proposal complies with our document.

DUE: February 19, 2015 – 3:00 P.M.

Section 4.0 - GENERAL CONDITIONS

4.1 Proposers must complete all forms and provide all information asked for under each item. Failure to comply may result in rejection of the Proposal at the District's option.

4.2 Proposals deposited with the District cannot be withdrawn prior to the time set for Proposal Deadline. Request for non-consideration of Proposals must be made in writing to the Purchasing Agent and received by the District prior to the time set for opening Proposals. After other Proposals are opened, the Proposal for which non-consideration is requested may be returned unopened. The Proposal may not be withdrawn after the Proposals have been opened, and the proposers, in submitting the same, warrants and guarantees that this Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such Proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the proposers.

4.3 Proposals will be tabulated for comparison on the basis of the Proposal prices and guaranties shown in the Proposal. Until final award of the Contract, the District reserves the right to reject any or all Proposals, to waive technicalities, or proceed to do the work otherwise in the best interest of the District.

4.4 Proposals may be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate Proposals or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

4.5 The successful proposer may not assign his rights and duties under the award without the written consent from the District. Such consent shall not relieve the assignor of liability in event of default by his assignee.

4.6 Proposals will be received only at the following address:

**Michelle Johnson, Buyer, Purchasing Services Grapevine-Colleyville ISD
3051 Ira E. Woods Avenue
Grapevine, Texas 76051
RFP #006-14-15 – PROPANE FUEL**

4.7 All Proposals must be at the above address by February 19, 2015 at 3:00 P.M. CST. An original and three (3) copies must be provided. In addition to the one original and three copies, vendors must provide a copy of their proposal in an electronic format on a USB flash drive. The electronic version shall be one (1) file that replicates your original proposal, including required signatures. Do NOT send individual files of each section or page of your proposal as the electronic version. All Proposals received after the prescribed deadline, regardless of the mode of delivery, shall be returned unopened. Questions regarding the specifications must be e-mailed to Michelle Johnson via email at Michelle.johnson@gcisd.net. All questions should be submitted in writing and shall copy Lisa Waldrip, Purchasing Clerk at Lisa.waldrip@gcisd.net. The deadline for submitting questions in conjunction with this Request for Proposals is 3:00 p.m. on February 5, 2015.

4.8 The District reserves the right to reject any or all Proposals, in whole or in part, to waive any informality in any Proposal, to declare inadequate or inappropriate any proposer failing to meet the specifications, and to accept the Proposal which, in its discretion, is in the best interest of the District.

Section 5.0 – Specifications/Scope of Work:

5.0 SPECIFICATIONS:

5.1 Grapevine – Colleyville ISD has holding tanks installed for propane storage. GCISD is soliciting the cost of propane and delivery. The estimated gallons per year to purchase and be delivered is 48,000 gallons.

5.2 Delivery of propane is to one location: 3000 Mustang Drive, Grapevine, TX 76051.

5.3 Bid prices must prevail for a period of one year from the date of award, unless otherwise stated in the attached bid response.

5.4 The Contractor shall respond to an emergency call within 24 hours. The District shall not be charged additional fees for emergency fuel deliveries.

5.5 The Contractor shall furnish a local phone number of an authorized representative who may be contacted for emergency service. This number must be a monitored 24 hour service number.

5.6 The Contractor shall provide documentation that the organization is a licensed vendor in Tarrant County.

5.7 The contractor shall be responsible for acquiring all permits required by federal, state and local law and ordinances.

5.8 The gas furnished shall be commercial propane conforming to specification and test methods as required by Federal Specification, HD5.

5.9 All deliveries shall be freight prepaid FOB destination with bid prices reflecting freight and delivery charges to locations within the District.

5.10 Unit prices are to be based on the unit of measure requested on the attached bid form. Failure to do so will disqualify the bid on that item. All charges, including labor, materials, delivery and installation charges must be included.

5.11 The District requires product verification in the form of Material Safety Data Sheets (MSDS) reports for all items for which the MSDS are available. MSDS shall be submitted at the time of the bid opening. MSDS shall be submitted for any product offered as an alternate to the Specifications.

5.12 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
- Deduce such charges from existing invoices totals due at the time, or
- Cancel the contract within thirty (30) days written notification of intent.

5.13 All bidders shall be required to prove their qualifications concerning the following criteria:

- Financial capabilities
- Bonding status

- Contractual History – References
- Quality and stability of product and sources
- Certificate of Liability Insurance

5.8 The Contractor will be responsible for any damage caused by delivery truck or delivery personnel to the Grapevine – Colleyville Independent School District property.

5.9 The successful vendor must be able to work on our current equipment which consists of a tank, pump and dispenser.

5.10 Successful vendor must have local storage available for delivery.

Section 6.0 – Definitions

6.1 Terms: For clarification purposes, the terms used in this specification shall be defined as follows:

- **Fuel Index Price Per Gallon** (Posted Terminal / Rack Price – shall be the vendor’s cost of fuel on day of delivery.
- **Constant Fuel Price Per Gallon** – shall be the vendor’s profit margin and freight per gallon delivered to Grapevine – Colleyville ISD.
- **Regulatory Fees** – Federal and State mandated fees.
- **Total Selling Price per Gallon** – shall be the total of the posted Fuel Index Price per Gallon, Constant Fuel Price per Gallon and Regulatory Fees per Gallon.

Section 7.0 – References

7.1 Provide in your Proposal at least three examples of documented success in PROPANE FUEL delivery services provided to other school districts (preferred) or organizations that are being proposed in your offer. Include contact name and number in order for this information to be verified. This is to be provided in the Proposal Questionnaire located in the Required Forms section of this RFP document.

7.2 Provide at least three references from school districts that your firm has provided PROPANE FUEL delivery services provided to, including the name, phone number and e-mail address of the primary contact at each district. This is to be provided in the Proposal Questionnaire located in the Required Forms section of this RFP document.

Section 8.0 – Proposal Format:

8.1 Submit one (1) original and three (3) copies of your proposal clearly marked in a sealed opaque container prior to the time and date specified on this RFP must be provided. In addition to the one original and three copies, vendors must provide a copy of their proposal in an electronic format on a USB flash drive. The electronic version shall be one (1) file that replicates your original proposal, including required signatures. Do NOT send individual files of each section or page of your proposal as the electronic version.

8.2 Please organize your response to this RFP in the following manner:

- 8.2.1 Cover Sheet and Shipping Label (if needed)
- 8.2.2 Tab 1: Required Forms
- 8.2.3 Tab 2: Price Form
- 8.2.4 Tab 3: Proposal Questionnaire/Company Background
- 8.2.5 Tab 4: Personnel
- 8.2.6 Tab 5: References
- 8.2.7 Tab 6: Company Experience
- 8.2.8 Tab 7: Detailed description of services/deliverables

Section 9.0 – Contract Provisions:

9.1 OPENING OF PROPOSAL: At the designated time and date, all Proposals will be opened and listed. Responses received after opening time will be deemed non-responsive and will be returned unopened. The Proposals will be reviewed by District evaluation team to ascertain which Proposals address all requirements for the Request for Proposals. Proposals determined to be technically non-responsive or not as responsive as other Proposals are subject to elimination at this point. The team may interview selected vendors to clarify specific matters presented in the Proposals. These discussions will allow the vendor to elaborate on his/her Proposal and to request other pertinent information. The evaluation team will use information gained during these discussions and information presented in the Proposal to rank vendors in accordance with criteria stated in the Request for Proposals and make their recommendation for award of any resulting contract.

9.2 AWARD OF CONTRACT:

9.2.1 Award of Contract, if any, will be made by the District to the Proposer whose Proposal is determined to be the most advantageous to the District, taking into consideration the relative importance of price and other evaluation factors. It is estimated that the recommended that award may be made within ninety (90) days after the opening of the Proposals, but not before the District's next monthly meeting. No award will be made until after investigations are made as to the responsibilities of the Proposers.

9.2.2 The District reserves the right to solicit additional information from the Proposers, or any one Proposer, should the District deem such information necessary.

9.2.3 The Award of Contract may be to one, all, some, or none of the Proposers at the sole discretion of the District.

9.3 USE OF SUBCONTRACTORS:

9.3.1 The proposer awarded a contract by the District must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the District. The District reserves the right to reject any proposal to function as the prime Contractor on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the

awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).

9.3.2 With prior approval of the District, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the District or any obligation on the part of the District to pay, or to be responsible for the payment of, any sums to the subcontractors.

9.3.3 The provisions of any resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. In particular, the District will not pay, even indirectly, the fees and expenses of a subcontractor that does not conform to the limitations and documentation requirements of resultant agreement.

9.3.4 Upon written request from the District, the contractor shall supply the District with subcontractor agreements.

9.4 TERMS AND CONDITIONS:

9.4.1 PRICE:

The Proposer shall complete all forms and information submittals in the attachments, and submit with the Proposal.

9.4.2 TERMS OF PAYMENT:

Terms of payment to the Proposer will be in accordance with the terms of the Agreement based on invoices submitted to and approved by the District. Invoices shall be fully documented in accordance with the Agreement. Invoices must reflect only the amount due for that portion of the services performed, materials and equipment furnished for the period covered by each invoice. Proposer agrees to waive any/all interest charges on overdue invoices.

9.4.3 PAYMENT OF SUBCONTRACTORS/SUPPLIERS:

If subcontractors/suppliers are utilized, Proposer shall agree pay each subcontractor or sub consultant the appropriate share of the payment no later than the 10th calendar day after the day on which the Proposer receives payment from the District.

9.4.4 TAX EXEMPT STATUS:

The Grapevine-Colleyville ISD is a local political subdivision and exempt for all city, state, and federal sales and use taxes. However, it shall be understood the Proposer, for its purchase, lease, or rental of a motor vehicle cannot utilize this tax-exempt status.

9.4.5 VENUE:

This Contract shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Tarrant County, Texas.

9.4.6 PERFORMANCE TIME:

Time is of the essence in the performance of services detailed in this RFP. The District considers time to be that period elapsing from the date the Notice to Proceed is issued until the Proposer begins providing the necessary work and services to be performed as part of the Scope of Services.

9.4.7 If you have questions regarding the preparation of your Proposal, you may contact Michelle Johnson, Buyer, Purchasing Department, 3051 Ira E. Woods Avenue, Grapevine, Texas 76051 as stated under "Written Inquiries," in Section 4.7 on page seven of this document.

9.4.7.1 Information from phone calls or through avenues other as directed above is not binding and may result in your response being disqualified.

9.4.8 NOTICE OF DELAYS:

Whenever the Proposer encounters any difficulty which delays or threatens to delay timely performance (including actual or potential labor disputes, service interruptions, or other), the Proposer shall immediately give notice thereof in writing to the District, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

9.4.9 FORCE MAJEURE:

Proposer shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

9.4.10 TERMINATION:

9.4.10.1 Termination for Cause. The District retains the right to terminate any contract resulting from this RFP at its exclusive option and at no further cost or obligation to itself for reasons of Proposer's failure to perform satisfactorily in the following areas.

- Quality of service
- Fulfillment of other contractual commitments or requirements

9.4.10.2 Such termination action will be enacted only after the Proposer has been notified in writing by the District of its dissatisfaction and the Proposer has been given, in the District's

opinion reasonable time to correct the matter of dissatisfaction.

9.4.11 TERMINATION FOR CONVENIENCE OF THE DISTRICT:

In any contract resulting from this RFP the District retains the right to terminate the contract, in whole or in part, for convenience.

9.5 GENERAL PERFORMANCE REQUIREMENTS:

9.5.1 Performance shall commence upon execution of the contract by the Board President or designee and a written notice to proceed which must include a signed, original Purchase Order. Thereafter, all Work shall be coordinated, reviewed, and approved by the District Representative, or designee.

9.5.2 The scope of this Contract and requirements of the District as described in the RFP and Proposal shall not be considered as binding on the District, and the Scope of Services awarded actually may be less than or greater than projected.

9.5.3 Proposer warrants that all services performed under any resulting Contract will be of the type and quality specified, and the District may reject and/or refuse Services, which fall below the quality specified in the RFP and resulting Contract.

9.5.4 Failure by the Proposer to make reasonable progress in accordance with the approved performance schedule shall entitle the District to seek services from alternate sources wherever available, with the right to seek reimbursement from the Proposer for amounts, if any, paid by the District over and above the Contract price.

9.5.5 All services performed under this Contract, as required by the RFP shall be performed in the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Contract.

9.5.6 Failure of Proposer to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Proposer in default of the Contract.

9.5.7 It is estimated that the term of the agreement shall commence no earlier than September 23, 2014.

9.5.7.1 It is estimated that the services may be procured for a one (1) year term. The actual terms of the agreement will be established in the contract. After the initial term of the contract, the District reserves the right to extend the contract for four (4) additional one-year periods, upon the agreement of both the successful vendor and the District. The agreement may be renewal for additional terms as stated elsewhere in this document or contract.

9.5.8 Should the District enter into an agreement as a result of this Proposal, Proposer agrees that the District is a valued and substantial customer of the Proposer, and agrees that the District shall enjoy a "most favored customer" status, able to change rates, equipment, and participate in promotional activities of the Proposer at an equal rate to the lowest rates given to governmental, public, or individuals, and that these renegotiations will take place between the District and Proposer at times and place convenient to both.

9.5.9 Re-negotiation of rates, payments, and other necessary or desirable changes in a resulting agreement will take place between the District and Proposer at times and place convenient to both. Notwithstanding, no increase or decrease in rates or payments may be made without written consent of both parties, and countersigned by the appropriate designated representatives.

9.6 INDEMNIFICATION:

9.6.1 To the fullest extent permitted by applicable law, the Proposer and its agents, partners employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Proposer or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnitees has by law.

9.6.2 Proposer shall protect and indemnify the District from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Proposer or by the District at the direction of Proposer of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify Proposer and Proposer shall be given full opportunity to negotiate a settlement. Proposer does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with Proposer and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

9.6.3 The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

9.7 CONTRACT DEVELOPMENT: If a separate Contract is not written, the Contract entered into by the parties shall consist of the RFP document, the signed proposal submitted by the Proposer, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the District and the Proposer, all of which shall be referred to collectively as the Contract Documents, and will be a binding part of the final contract entered into by the selected Proposer and the District unless expressly excluded in the final agreement between the District and the Proposer.

9.7.1 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Proposer must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

9.7.2 Contract Term: The initial Contract term shall begin on the date that a contract is awarded or signed and run for a period of three (3) years from that date. With mutual written agreement of the parties this Contract may be extended for two (2) additional one-year periods.

9.7.3 Contract Data: The Contractor is required to provide the District with detailed data concerning the Contract at the completion of each contract year or at the request of the District at other times. The District reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered and material sold to the District.

9.8 INDEPENDENT CONTRACTOR STATUS: Proposer recognizes that it is engaged as an independent contractor and acknowledges that the District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Proposer, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the District by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Proposer hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

9.9 COMPLIANCE WITH LAWS: In the execution of the Contract, the Proposer must comply with all applicable State and Federal laws, including but not limited to laws concerned with labor, environment, equal employment opportunity, safety and minimum wages. The Proposer shall make itself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work, and shall indemnify and save harmless the Grapevine-Colleyville ISD and the Board of Education and its official and/or contractual representatives against any claim arising from violation of any such law, ordinance or regulation by itself or by its subcontractors, or suppliers at any tier, or its employees. When requested, competent evidence of compliance with applicable laws shall be furnished.

9.9.1 The Proposer shall cooperate with applicable city or other governmental officials at all times where their jurisdiction prevails. The Proposer shall make application for any permits and permanent utilities that are required for the execution of a Contract.

9.10 RIGHT TO AUDIT: At any time during the term of this Contract and for a period of four (4) years thereafter the District or a duly authorized audit representative of the District, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Proposer's records and books relevant to all services provided under this Contract. In the event such an audit by the District reveals any errors/overpayments by the District, the Proposer shall refund the District the full amount of such overpayments within thirty (30) days of such audit findings, or the District, at its option, reserves the right to deduct such amounts owing the District from any payments due the Proposer.

9.11 ACCESS TO DOCUMENTS: To the extent applicable to this procurement, in accordance with applicable Public Law, Proposer agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Proposer and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, other governmental investigative agency, or their duly authorized representative(s), legally authorized to investigate alleged fraud, overcharge, or other diversion of funds from a public school district receiving Federal and State public funds.

Section 10.0 – Evaluation Process:

10.1 Objective criteria will be utilized to evaluate each Proposal. A major deficiency in any identified area may disqualify a Proposal submission. In assessing the relative value and quality of each Proposal, a Decision Matrix will be utilized in which point values will be assigned in a range from zero to the maximum point weighting for each classification.

10.2 Proposals received resulting from this process will be evaluated according to the criteria required of Texas Education Code §44.031 (b). This criteria is weighted according to the table included in Section 16.0.

10.3 Proposals will be evaluated by an Evaluation Committee comprised of key GCISD Personnel in order to fairly evaluate all qualified Proposals. Proposals will be ranked.

10.4 Evaluations by committee members will be combined into a Committee Score and ranking and averaged to result in each proposing vendor receiving one score, which will be compared to the other Proposals.

Section 11.0 – Procurement Schedule:

11.1 The following procurement schedule will be utilized for this process:

Release RFP:	Thursday, January 22, 2015
Deadline to Submit Questions	Thursday, February 5 2015
Questions Must be submitted to:	Michelle.johnson@gcisd.net & Lisa.waldrip@gcisd.net
Deadline to Submit Proposal:	Thursday, February 19, 2015 – 3:00 P.M.
Evaluation Period:	February 13 – March 16, 2015
District Offices Closed:	March 9 – 13, 2015 Spring Break
Recommendation:	Monday, March 16, 2015
Board Meeting:	Monday, March 23, 2015
Effective Date:	March 24, 2015 – March 31, 2016

Section 12.0 – Board Action:

12.1 A recommendation for this purchase will be made to the Grapevine-Colleyville ISD Board of Trustees at its regular Board meeting on September 22, 2014.

Section 13.0 – Contact Information:

13.1 Vendors with questions related to this Request for Proposal are required to submit questions in writing only by e-mail to Michelle Johnson at Michelle.johnson@gcisd.net. The deadline for questions related to this Request for Proposal is 3:00 P.M. on February 19, 2015.

13.2 Vendors may not contact any member of the GCISD Board of Trustees or GCISD Administration during any portion of this procurement process, including the Evaluation Period.

Section 14.0 – Required Forms:

14.0 Response Forms: The Response Section contains forms that are required to be completed and submitted along with your response. In order to make it easy to detect which forms are required, they are marked at the bottom of the form with the following label:

THIS PAGE MUST BE RETURNED WITH THE RFP

Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

14.1 PROPOSAL FORM / BID FORM: This form is used to submit your offer for this proposal. This form is to complete pricing offered for this project and must be submitted with signature of person authorized to commit your company to this project at the price(s) offered.

14.2 OFFER FORM: This is the form that authorizes the respondent to represent his/her company to extend the offer to GCISD and enter into an agreement if an award is extended to this firm. This form also serves as a statement that the offer was not prepared in collusion with any competing vendor and that the stated prices are prepared independent of any pre-arranged agreement. This form is used to further verify as to the accuracy of all information contained in the response, including but not limited to the required Felony Conviction Notice. This form must be completed and returned for a proposal or bid to be considered.

14.3 NOTICE OF NO BID RESPONSE FORM: In the event that a solicited vendor elects not to participate in this request for Request For Proposal opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful in evaluating its procurement processes. Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed. This form must be completed and returned for a proposal or bid to be considered, unless your firm is responding to the solicitation.

14.4 AFFIDAVIT: This is a sworn statement that the individual presenting the offer to GCISD is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affirms, under sworn statement, that the proposal was not prepared in collusion with any competing vendor nor were price fixing or any pre-arranged agreements made prior to or during the administration of this process. This form must be completed and returned for a proposal or bid to be considered.

14.5 STATEMENT OF COMPLIANCE: This form is a signed statement that the proposal complies with all specifications and/or scope of work contained in the solicitation document, unless listed on the Exceptions Page, which is a form provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work. This form must be completed and returned for a proposal or bid to

be considered.

14.6 DEVEIATION/COMPLIANCE FORM: This form is for vendors to list any deviations from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document, all such deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document. This form must be completed and returned for a proposal or bid to be considered.

14.7 FELONY CONVICTION NOTICE: Texas State Law requires that persons or entities entering into business agreements with school districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses the Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a contract, but are examined on a case-by-case basis. This form must be completed and returned for a proposal or bid to be considered.

14.8 CONFLICT OF INTEREST COMPLIANCE FORM: This form is required in conjunction with House Bill 914, which went into law September 1, 2005 and became effective January 1, 2006. This is a two page form, the first of which is a **NOTICE to Vendors** and the remaining page is the **Conflict of Interest Questionnaire**. Response to this fulfills requirements under Chapter 176, Section 176.006(a) of the Texas Local Government Code. Vendors are required to complete this and include in their response, if applicable. If no conflict exists, vendors are required to complete and include the **NOTICE OF NO CONFLICT OF INTEREST STATEMENT**, included as the last page of this section. This form must be completed and returned for a proposal or bid to be considered.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case-by-case basis.

14.9 IRS FORM W-9: This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a proposal or bid to be considered.

14.10 GCISD CONTRACTOR CERTIFICATION: Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. This form certifies that the vendors submitting will perform the required background check according to state law. This form must be completed and returned for a proposal or bid to be considered.

14.11 INTERLOCAL AGREEMENT CONSENT FORM: This form is used for vendors to indicate agreement with allowing member districts and qualifying government entities access to any resulting contract or agreement to purchase under an Interlocal Agreement. Such purchases will be made directly with the requesting School district or government entity and GCISD will not serve as collection agency or otherwise administer purchases for or on behalf of other qualifying entities or awarded vendor(s) under any resulting agreement. This form must be completed and returned for a proposal or bid to be considered.

14.12 RESIDENT VENDOR CERTIFICATION: In order for Proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the Proposal. As devined by Texas House bill 602, a “nonresident vendor” means a vendor whose principal place of business is nto in Texas, but excludes a contractor whose ultimate parent company of majority owner has its principal place of business in Texas. This form must be completed and returned for a proposal or bid to be considered.

14.13 BUY AMERICAN PROVISION/COMPLIANCE WITH CLEAN AIR AND WATER ACT: School Districts that participate in the National School Lunch Program that makes purchases with funds earned through that program are required to buy domestic commodities or products to the maximum extent possible. This form is included for vendors to certify that products or services sold to GCISD are domestic products. Additional provisions under the USDA require school districts participating in the National School Lunch Program ensure that all contacts that may use funds generated through or by the Program comply with requirements of the Clean Air and Water Act. This form must be completed and returned for a proposal or bid to be considered.

14.14 DEBARMENT OR SUSPENSION CERTIFICATE: This form is required by regulations implementing Executive Order 12549, requiring vendors competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that vendor has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tired covered transaction. Instructions on determining this information is included in the form. Vendors competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Vendors to disclose any Lobbying Activity identified in the instructions provided with this form. This form must be completed and returned for a proposal or bid to be considered.

14.15 ADDITIONAL INFORMATION: The responsibility for compliance with this solicitation and the subsequent contract shall be with the Bidder/Offeror.

Offerors are expected to provide prompt service that is due under this contract including warranties and identified deliverables. Past performance of Offerors may be a factor in awarding future contracts.

Offerors are expected to deliver service(s)/product(s) per specifications.

Submit one (1) original and three (3) copies of your offer. Please also include a digital copy of your offer on a USB drive.

Responses to the RFP are due to the District by 3 pm on, Wednesday, October 9,2014.

Section 15.0 – Evaluation Form:

15.1 The District will consider all applicable factors in determining which Proposal is in the best interest of the District. The District reserves the right to reject any, all, or any part of the Proposals and to accept any advantage considered beneficial to the District. The District reserves the right to waive any information or minor technicalities or to accept any Proposal deemed advantageous to the District.

15.2 The District will use the Form on the following page to score each proposal and Proposal received. **Vendors must score a minimum of 70 points to be considered for award.**

RFP #006-14-15 – PROPANE FUEL - EVALUATION FORM

Evaluation and Selection Criteria		Value	Score
1)	The Purchase Price;		
a)	Proposed price under this program.	25 pts.	
2)	The reputation of the vendor and of the vendor's goods or services; (References)		
a)	The respondents experience and demonstrated competence with similar type services with districts and / or public entities.	10 pts.	
b)	Number of Late deliveries or no show deliveries based on references.	10 pts.	
3)	The quality of the vendor's goods or services;		
a)	The soundness of the respondent's approach to serving as a PROPANE FUEL service provider.	10 pts.	
b)	Safety ratings provided for the past three (3) years.	10 pts.	
4)	The extent to which the goods or services meet the district's needs;		
a)	The respondent's knowledge of current procedures and methods related to the scope of this project.	10 pts.	
5)	The vendor's past relationship with the district and other educational institutions;		
a)	The quality of references from past customers of respondent.	5 pts.	
6)	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;		
a)	This criterion does not apply as GCISD does not have a HUB inclusion policy;	0 Pts.	
7)	The total long-term cost to the district to acquire the vendor's goods or services;		
a)	Cost for annual services if multi-year program is proposed.	5 Pts.	
8)	Whether the vendor or the vendor's ultimate parent company or majority owner:		
a)	has its principal place of business in this state; or	5 Pts.	
b)	employs at least 500 persons in this state; and	0 Pts.	
9)	Any other relevant factor specifically listed in the request for bids or Proposals.		
a)	Respondent's demonstrated capability and financial resources to perform required services.	5 pts.	
b)	Proof of liability insurance / bonding	5 pts	
	Total	100 Pts.	

Evaluator:

Signature:

Date:

(This space left blank intentionally)

Section 16.0 – Response Form and Required Forms:

RFP Response Form #006-14-15 / Chartered Bus Services

From: _____

Company Name

Address

City/State/Zip

Area Code/Telephone Number

Fax Number

Email Address

Federal Tax Identification Number

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the Instructions and Specifications contained herein, and that if accepted by the Grapevine-Colleyville Independent School District, all of the provisions are part of a binding contract between the Grapevine-Colleyville Independent School District and our company.

I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same contract, and is in all ways fair and without collusion of fraud.

Owner or Legally Authorized Representative

Title

Signature

Date

**RFP Response Form
#001-14-15 / Chartered Bus Services**

Remittance Address (if different):

Company Name

Representative Name

Address

City / State / Zip

Area Code / Telephone Number

Representative Email Contact

FORMS That Must Be Submitted As Part Of The Bid Response:

- Procurement Response Cover Sheet
- Procurement Response Shipping Label (If Needed)
- Bid Response
- Pricing Matrix
- Bid / Proposal Offer Form
- NO BID (If Applicable)
- Affidavit of Authority and Non-Collusion
- Statement of Compliance / Deviation Form
- Felony Conviction and Criminal History Notice
- Conflict of Interest Disclosure Statements
- IRS Form W-9
- Grapevine-Colleyville ISD Contractor Certification
- EPCNT Interlocal Agreement Consent Form
- Resident Bidder's Certification
- Debarment or Suspension Certificate
- Commitment to Provide Insurance Form
- Certificate of Insurance
- Bonding Status

RFP RESPONSE FORM
#006-14-15 / Propane Fuel

Price: This is the cost to purchase the fuel only from the vendor:

- | | |
|---|----------|
| 1. FUEL INDEX PRICE PER GALLON | \$ _____ |
| 2. CONSTANT FUEL PRICE PER GALLON | \$ _____ |
| 3. AFRED STATE REGULATORY FEE PER GALLON | \$ _____ |
| 4. PERC FEDERAL REGULATORY FEE PER GALLON | \$ _____ |
| 5. TOTAL SELLING PRICE PER GALLON | \$ _____ |
| (Item #1 + Items #2 + Item #3 +Item #4) | |
| 6. TOTAL ESTIMATED FUEL BID PRICE | \$ _____ |
| (XXXXXX gallons * Item #5) | |

Please describe any penalty per gallon to be charged to the District by the vendor for either purchasing less gallons of propane or for purchasing more gallons of propane that exceed the 48,000 gallons of propane detailed in the RFP specifications. Include thresholds for any penalties.

NOTE: The Grapevine – Colleyville Independent School District will not be liable and will not pay for any applicable costs not included and detailed in the RFP.

Signature _____

Date _____

Printed Name _____

Title _____

Grapevine  **Colleyville**
 Independent School District

**PURCHASING DEPARTMENT
 FORMS CHECKLIST – GENERAL PROCUREMENT**

BID NO.: Check If Included	RFP #006-14-15 FORM TITLE:	BID TITLE: Propane Fuel	ACTION REQUIRED
_____	GCISD FORMS CHECKLIST – GENERAL PROCUREMENT		COMPLETE
_____	PROCUREMENT RESPONSE COVER SHEET		COMPLETE
_____	PROCUREMENT RESPONSE SHIPPING LABEL (IF NEEDED)		COMPLETE
_____	PROCUREMENT PROPOSAL/BID RESPONSE FORM/PRICING MATRIX		COMPLETE
_____	BID/PROPOSAL OFFER FORM		COMPLETE
_____	PROPOSAL QUESTIONNAIRE		COMPLETE
_____	NO BID NOTIFICATION (IF APPLICABLE)		COMPLETE
_____	AFFIDAVIT OF AUTHORITY AND NON-COLLUSION		COMPLETE
_____	STATEMENT OF COMPLIANCE/DEVIATION FORM		COMPLETE
_____	FELONY CONVICTION AND CRIMINAL HISTORY NOTICE		COMPLETE
_____	CONFLICT OF INTEREST DISCLOSURE STATEMENTS		COMPLETE
_____	IRS FORM - W-9		COMPLETE
_____	GRAPEVINE-COLLEYVILLE ISD CONTRACTOR CERTIFICATION		COMPLETE
_____	EPCNT INTERLOCAL AGREEMENT CONSENT FORM		COMPLETE
_____	RESIDENT BIDDER'S CERTIFICATION		COMPLETE
_____	DEBARMENT OR SUSPENSION CERTIFICATE		COMPLETE
_____	COMMITTMENT TO PROVIDE INSURANCE FORM		COMPLETE



Purchasing Department

Cover Sheet

For

Request for Proposal

BID NUMBER: RFP #006-14-15

BID TITLE: Propane Fuel

SUBMITTAL DUE DATE: February 19, 2015 **SUBMITTAL DUE TIME:** 3:00 P.M.

SUBMITTAL ADDRESS: Grapevine-Colleyville Independent School District
Purchasing Department
3051 Ira E. Woods Avenue
Grapevine, Texas 76051

PLEASE COMPLETE THE FOLLOWING REQUIRED INFORMATION AND MAKE THIS THE COVER TO YOUR RESPONSE:

COMPANY NAME: _____

COMPANY ADDRESS: _____

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIP CODE

TELEPHONE NO.: (_____) _____ - _____

FAX NO.: (_____) _____ - _____

E-MAIL ADDRESS: _____ @ _____ . _____

SUBMITTED BY: _____

(PLEASE PRINT)

TITLE

SIGNATURE: _____

SIGNATURE

THIS PAGE MUST BE RETURNED AS THE COVER TO YOUR PROPOSAL RESPONSE

FROM: _____

Box _____ of _____

**SHIP TO ADDRESS: Grapevine-Colleyville Independent School District
Attn: Purchasing Department
3051 Ira E. Woods Avenue
Grapevine, Texas 76051**

**CONTENTS: BID RESPONSE
BID NUMBER: RFP #006-14-15
BID TITLE: PROPANE FUEL
BID DUE DATE: FEBRUARY 19, 2015
TIME DUE: 3:00 P.M.**

FOLD OR CUT HERE

FROM: _____

Box _____ of _____

**SHIP TO ADDRESS: Grapevine-Colleyville Independent School District
Purchasing Department
3051 Ira E. Woods Avenue
Grapevine, Texas 76051**

**CONTENTS: BID RESPONSE
BID NUMBER: RFP #006-14-15
BID TITLE: PROPANE FUEL
BID DUE DATE: FEBRUARY 19, 2015
TIME DUE: 3:00 P.M.**

FOLD OR CUT HERE

OFFER FORM

BID NO.: RFP #006-14-15 **BID TITLE:** Propane Fuel

TO: Grapevine-Colleyville ISD

I, or we, the duly authorized undersigned, having carefully read the Instructions to Offerors, General Conditions, Notice to Offerors, Contract Specifications, Responsibilities of Offerors, and Offer Forms, do hereby agree to enter into a contract with GCISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/Offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any GCISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with GCSD's Purchasing personnel; or in any discussions or actions between offer/Offerors and any GCISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

_____ An individual proprietorship	_____ A partnership
_____ A corporation chartered under the laws of the State of _____	_____ , acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____ Name of Firm: _____

Signature: _____ Firm's Address: _____
Street Address

Name: _____
Please Print City State Zip

Title: _____ Phone #: (_____) _____ - _____
Please Print

E-Mail: _____ Fax #: (_____) _____ - _____

SS or _____ - _____ - _____
 Federal ID #: _____ - _____

ENVELOPES SHOULD BE PLAINLY MARKED:

" BID NO.: RFP #006-14-15 Propane Fuel
DUE DATE: February 19, 2015 TIME DUE: 3:00 P.M. "

THIS PAGE MUST BE RETURNED WITH RESPONSE

AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

BID NO.: RFP #006-14-15 BID TITLE: PROPANE FUEL

STATE OF: _____)

COUNTY OF: _____)

_____, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the Proposal to submit the attached Proposal. Affiant further states that the proposer has not been a party to any collusion among Proposals/proposers in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from proposing; or with any state official, District employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Proposals/proposers and any state official, District employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

CONTRACTOR'S NAME: _____

ADDRESS

: _____
City State Zip

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

E-Mail: _____ @ _____

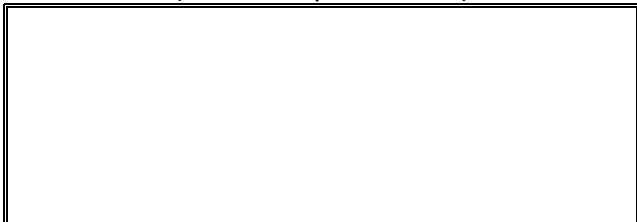
AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed) TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL: _____

The claim contained within this affidavit is subscribed and sworn before me, a Notary Public, this _____

day of _____, 20 _____.

(Affix Notary Seal Below)



Notary Public Signature

Print Name: _____

My Commission Expires: _____

THIS PAGE MUST BE RETURNED WITH PROPOSAL RESPONSE

**FELONY CONVICTION AND
CRIMINAL HISTORY NOTICE**

BID NO.: RFP #006-14-15 **BID TITLE:** PROPANE FUEL

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a public entity must give advance notice to the public entity if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a public entity may terminate a contract with a person or business entity if the public entity 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 public entity must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

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

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

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

Name of Felon(s): _____

Detail of Conviction: _____

Signature of Company Official: _____

THIS PAGE MUST BE RETURNED WITH PROPOSAL RESPONSE

NO BID NOTIFICATION

BID NO.: RFP #006-14-15 **BID TITLE:** Propane Fuel

The Grapevine-Colleyville Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

REASON(S) FOR NO RESPONSE - Please mark all those that apply to your circumstances.

- Could not meet specification requirements.
- Do not supply the requested product.
- Did not have time to prepare a Proposal response.
- Cannot take additional jobs due to present workload.
- Quantities offered are too small or too large to be supplied by my company.
(Please check one)
- Could not be price competitive.
- Could not propose due to illness.
- Could not set price with manufacturer.
- Could not meet insurance requirements.
- Could not meet bonding requirements.
- Time frame for bidding was too short for my organization.
- Cannot bid against manufacturer or jobber on this item. (please circle one of the underlined)
 Specifications are "too tight" or written around a particular product. Please elaborate:

Not awarded a contract by GCISD when you felt you were low bidder.

Other, please state reason: _____

Please indicate your choice for remaining on GCISD's bid list (check one box):

I wish to remain on bid list for future bids I do not wish to remain on bid list

Name of Company	Phone	Date
Address	City	State Zip
Signature	Printed Name	Title

THIS PAGE MUST BE RETURNED WITH RESPONSE (if NOT RESPONDING)

Notice to Vendors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Vendors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the vendor's company and an officer of the District. Vendors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

1. an officer of the District;
2. an officer of the District that results in the *officer or family member* receiving taxable income;
3. an officer of the District that results in the *vendor* receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, *or* submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Vendor also shall file an updated questionnaire:
 - a. not later than September 1 of each year in which a covered transaction is pending, and
 - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Grapevine-Colleyville Independent School District are:

Jorge Rodriguez - President - Place 7
Leon Leal - Vice President - Place 6
Karen Deakin - Secretary - Place 3
Kimberley Davis - Member - Place 1
Becky St. John - Member - Place 2
Lisa Pardo - Member - Place 4
Jesse G. Rodriguez - Member - Place 5

Dr. Robin Ryan, Superintendent of Schools

Individuals completing this form in conjunction with a response to bid or proposal are to complete it and include it in their response. Individuals required to file for any reason other than participation in a procurement process are to send the completed form to:

Grapevine-Colleyville Independent School District, Purchasing Department
3051 Ira E. Woods Avenue
Grapevine, Texas 76051

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person seeking to do business with Grapevine-Colleyville ISD

**FORM
CIQ**

Name of Person Completing Form:	(Required Field)
Name of Company Completing Form:	(Required Field)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY
Date Received: ___/___/___

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

2 Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship: _____

(List Name of Officer in space provided above)

If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below.

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has affiliation or business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Check here if you are NOT reporting a conflict with any government officer of Grapevine-Colleyville ISD, sign below and return in your offer file or as instructed at the bottom of page one.

5

Signature (Required) _____
Date

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

GRAPEVINE-COLLEYVILLE ISD CONTRACTOR CERTIFICATION

BID NO.: RFP #006-14-15 **BID TITLE:** PROPANE FUEL

Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Company/contractor agrees to check the criminal history of personnel being provided to GCISD under the agreement pursuant to Chapter 22, Subchapter C, Section 22.0834 of the Texas Education Code and hereby certifies that company/contractor has received all criminal history record information on said personnel. **Furthermore, company/contractor agrees to provide only those personnel with an appropriate background pursuant to Chapter 22, Subchapter C, Section 22.085 of the Texas Education Code.**

On behalf of _____ ("Contractor"), I certify that [check one]:

None of Contractor's employees are **covered employees**, as defined above.

Or

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

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Printed Name

Title

Signature

Date

THIS PAGE MUST BE RETURNED WITH RESPONSE

**PURCHASING DEPARTMENT
 COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT**

If the Bidder shown below is awarded this contract by Grapevine-Colleyville ISD, bidder will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to the Grapevine-Colleyville ISD Purchasing Department, meeting all of the insurance requirements in this bid.

Insurance Coverage Required:	Each Person	Each Occurrence
Bodily Injury Liability:	\$100,000.00	\$300,000.00
Personal Injury Liability:	\$100,000.00	\$300,000.00
Property Damage Liability:		\$100,000.00
Worker's Compensation:	Contractor shall provide all necessary Workman's Compensation Insurance as may be required under local, state and federal law.	

Agent's Name: _____

Agency Name: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____ - _____

Telephone No: (_____) _____ - _____ **Fax No:** (_____) _____ - _____

Bidder's Name: _____

Company Name: _____

Project/Bid No. and Title: _____

Insurance Agent/Broker Signature: _____ **Date:** _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award. If the above ten day requirement is not met, the Grapevine-Colleyville Purchasing Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications.

Bidder's Signature: _____ **Date:** _____

Certified this: _____ day of _____, 20_____, by _____
(Affix Notary Seal below) Notary Public



 My Commission Expires on _____

THIS PAGE MUST BE RETURNED WITH RESPONSE

DEBARMENT OR SUSPENSION CERTIFICATION FORM

BID NO.: RFP #006-14-15 **BID TITLE:** PROPANE FUEL

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

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

- (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

FIRM'S NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP CODE:** _____ + _____

PHONE: (____) ____ - _____

FAX: (____) ____ - _____

E-MAIL: _____ @ _____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE:

THIS PAGE MUST BE RETURNED WITH PROPOSAL RESPONSE

RESIDENT BIDDER'S CERTIFICATION

BID NO.: RFP #006-14-15 **BID TITLE:** PROPANE FUEL

Texas Government Code Chapter 2252.001A (3) and (4) defines "nonresident bidder" and "resident bidder" as follows:

Chapter 2252.001A (3) "Nonresident bidder" refers to a person who is not a resident.

Chapter 2252.001A (4) "Resident bidder" refers to a person whose principal place of business is in this state (Texas), including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

Chapter 2252.002 states "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that _____ is a resident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

Signature: _____

Print Name: _____

I certify that _____ is a nonresident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

City and State: _____

Signature: _____

Print Name: _____

THIS PAGE MUST BE RETURNED WITH RESPONSE

1.0 INTERLOCAL AGREEMENT CLAUSE: With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

2.0 AUTHORITY: EPCNT is authorized by the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.

- 3.0 DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
- 3.1 Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
 - 3.2 Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
 - 3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
 - 3.4 Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

- 4.0 PURCHASING AUTHORITY:**
- 4.1 All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity, or interaction of its members, shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
 - 4.2 The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or to contractually bind its Members or Participants.
 - 4.3 The Master Agreement and all associated transactions are governed by all applicable state and federal laws. All actions of this alliance are governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Tarrant County, Texas.

5.0 AGREEMENT CONSENT ACKNOWLEDGEMENT: Several governmental entities around the Grapevine-Colleyville Independent School District have indicated an interest in being included in this purchasing alliance and have elected to be subject to the Master Agreement. If these governmental entities have elected to participate in this particular procurement contract, do you (the vendor) agree that all terms, conditions, specifications, and pricing apply to and are available to those entities?

Yes No

If you (the Vendor) checked yes, the following will apply: Governmental entities utilizing Interlocal Government contracts with the Grapevine-Colleyville Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. Purchases made by governmental entities other than the Grapevine-Colleyville Independent School District will be billed directly from the vendor and will pay the vendor directly. The Grapevine-Colleyville Independent School District will not be responsible for another governmental entity's transactions and debts. Each governmental entity will order its own materials/services as needed. A listing of current EPCNT members is available at <http://www.epcnt.com>.

Printed Name:

Signature

Date

THIS PAGE MUST BE RETURNED WITH RESPONSE