

SANTA FE INDEPENDENT SCHOOL DISTRICT

P.O. BOX 370
SANTA FE, TEXAS 77510-0370

PHONE: (409) 925-3526
FAX: (409) 925-4002
www.sfisd.org

The Santa Fe Independent School District (Santa Fe ISD) is soliciting proposals from qualified vendors to provide General Retail Merchandise, Fast Food, Restaurant & Catering Services as identified herein.

Proposals must be addressed to the Purchasing Department at the address listed below and marked as follows:

RFP# 19-001 General Retail Merchandise, Fast Food, Restaurant & Catering Services
Proposals accepted on a continual basis until 2:00 pm, June 30, 2025

Santa Fe ISD
Purchasing Department
PO Box 370
Santa Fe, TX 77510
or
Emailed: amy.presley@sfisd.org

THIS IS A MULTIPLE AWARD BID AND ALL APPROVED PROPOSALS RECEIVED BEFORE 2:00 PM, June 30, 2025 WILL BE AWARDED.

Santa Fe ISD is offering a multiple award bid for retail merchandise, grocery type items, other retail related items, fast food, restaurant and catering services. Texas Education Agency, Financial Accountability System Resource Guide section 3 Purchasing, 3.2.3.2 Competitive Sealed Proposals / Request for Proposals states that school districts may open the proposal upon receipt and begin the negotiation for the offered goods/services. Proposal responses will be accepted on a continual basis until 2:00 pm, June 30, 2025.

Advertisement Dates: February 10, 2019
February 17, 2019

Amy Presley, Purchasing Specialist
Email: amy.presley@sfisd.org
Phone: 409/925-9026

February 4, 2019
Date

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1.0 SCOPE

Santa Fe ISD intends to award multiple contracts to various local vendors for General Retail Merchandise, Fast Food, Restaurant & Catering Services. Based on previous expenditures, Santa Fe ISD anticipates purchases to be in excess of \$50,000 in a one-year aggregate.

Campuses and/or individual clubs, groups, organizations or departments within the district will determine which general merchandise products, restaurant food and catering services they wish to purchase based on the following, but not limited to the benefit to the district and/or organization; price; availability; or location. Campuses and/or departments will be allowed to select a vendor from the contract list. An award of contract does not guarantee the proposer that the District shall issue any purchase order for the proposers good or services, or guarantee any volume, use, numbers, or sales.

2.0 SPECIFICATIONS

The agreement for General Retail Merchandise, Fast Food, Restaurant & Catering Services is offered to interested vendors. Santa Fe ISD reserves the right to add vendors at any time during the year on an "as needed" basis. This will not have an effect on the contract with existing vendors. Texas Education Agency, Financial Accountability System Resource Guide section 3 Purchasing, 3.2.3.2 Competitive Sealed Proposals / Request for Proposals states that school districts may open the proposal upon receipt and begin the negotiation for the offered goods/services.

3.0 TERMS

Contracts for orders shall be put into effect by means of purchase order(s) executed by the Santa Fe ISD's purchasing department. If the awarded vendor(s) does not accept a purchase order, a District Procurement Card may be used to procure the goods. Vendor must provide a detailed receipt of item(s) being purchased. Santa Fe ISD, by law, is exempt from most taxes. Proposer is encouraged to allow for an automated tax exemption, not requiring campuses/departments to request exemption. A current Santa Fe ISD Tax Exemption Certificate is attached as Exhibit A. Agreements created by this solicitation will be in effect May 20, 2019 through 8:00 pm, June 30, 2025. In the event this proposal expires before another contract is awarded, the vendor(s) shall extend the contract on a month-to-month basis by mutual agreement.

4.0 TERMINATION OF CONTRACT

This contract shall remain in effect until expiration. Delivery and acceptance of products and/or performance of services is subject to the following conditions:

- Santa Fe ISD reserves the right to review the performance of vendor at all times and;
- Santa Fe ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Santa Fe ISD approval at any time on (30) day s written notice and justification. The successful bidder must state therein the reasons for such

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cancellation. In the event of any actual contract cancellation, Santa Fe ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

Santa Fe ISD reserves the right to terminate contracts at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

TERMINATION FOR DEFAULT: Santa Fe ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Santa Fe ISD in the event of breach or default of this contract. Santa Fe ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet schedules;
- Otherwise perform in accordance with these specifications.
- Default in the payment of any fees.

5.0 VENUE

This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Santa Fe, Galveston County, Texas.

6.0 INVOICE

Purchase order number must appear on invoice and all invoices must be sent to:

Santa Fe ISD	
Accounts Payable	or emailed to: accounts.payable@sfisd.org
P.O. Box 370	
Santa Fe, TX 77510	

Failure to send invoices to Accounts Payable could delay handling and payment.

7.0 PAYMENT

Santa Fe ISD shall pay within 30 days of receipt and acceptance of units and receipt of an accurate invoice, whichever is later. Acceptance shall constitute all items received are in good working order to the satisfaction of Santa Fe ISD.

8.0 TIMELINE (subject to change, without notice, as deemed necessary by Santa Fe ISD):

Advertisement of Solicitation.....	2/10/19 & 2/17/19
Vendor Responses Due by.....	4/30/2019-6/30/2025 (continual basis)
Recommendation to Board.....	05/20/19 (quarterly thereafter)

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9.0 QUESTIONS/REQUESTS FOR CLARIFICATION

Vendors who have questions regarding any part of this solicitation or who are seeking clarification to the term, conditions and/or expectations of the Santa Fe ISD should send their questions **in writing** to the following:

Santa Fe ISD
Purchasing Specialist
PO Box 370
Santa Fe, TX 77510
Email: amy.presley@sfisd.org Fax: 409/925-9026

Vendors should include the number and title of this solicitation on any questions sent. In order to allow time to answer all questions, vendors are asked to submit any questions/requests for clarification within the first week of release of this solicitation. The District will make every effort to respond to questions in a timely manner but cannot guarantee an answer will be provided prior to the closing date and time if questions are submitted after the first week. Answers to questions may be posted on the district's website as an addendum to this solicitation if it is deemed to be helpful to all prospective vendors

10.0 THE FOLLOWING FORMS MUST BE COMPLETED AND SIGNED WHERE APPLICABLE, FOR CONTRACT CONSIDERATION. FAILURE TO COMPLETE THE FORMS IN THEIR ENTIRETY, MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

- **Vendor Response Form (1 Page)**
- **Form W-9 (1 Page)**
- **Form CIQ (Conflict of Interest Questionnaire) (1 Page)**
- **Vendor Certifications (6 Pages)**
- **HB 1295 Vendor Information (electronic & hard copy) (1 Page)**
- **ACH Vendor Form (1 Page)**