



*Santa Fe Independent School District
Cowan Education Center
4133 Warpath
Santa Fe, Texas 77510
(409) 925-3526*

September 18, 2015

NOTICE

Sealed proposals addressed to the Santa Fe Independent School District, Attention: Lee Davidson, Chief Financial Officer, will be received in the Business Department at Cowan Education Center, 4133 Warpath, Santa Fe, Texas 77510 until:

**3:00 pm, Thursday, October 8, 2015 for
RFP# 2016-07-004 FOOD SERVICE COOPERATIVE - ICE CREAM/FROZEN JUICE**

At which time the names of the companies submitting proposals will be read aloud. Vendors may attend but the presence of the vendor is not required.

Prospective vendors shall submit one (1) original, two (2) hard copies and one (1) USB Flash Drive, written as one file, in a sealed envelope clearly marked with the RFP number, name and deadline. Failure to submit a proposal in the manner requested may result in rejection of the proposal.

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and returned to the vendor unopened.

Santa Fe ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district and waive any informality.

The length of the contract award shall be for one (1) year from the date of award, renewable annually for four (4) additional years by mutual consent.

**Lee Davidson, CPA
Chief Financial Officer**

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**September 18, 2015
RFP#2016-07-004**

NOTICE OF INTENTION

The Purchasing Department of Santa Fe ISD is conducting this procurement to establish a contract with one ice cream vendor per line item for use by eligible organizations participating in School Purchasing Alliance Co-op. In addition, Santa Fe ISD has contracted with DLD Marketplace Alliance, LLC to coordinate and manage the purchases made by the members, who have submitted signed Interlocal Agreements with Santa Fe ISD. The Department may elect, with mutual agreement of the awarded vendor to extend any contracted award pursuant to this procurement solicitation for up to four (4) additional one-year terms (individually, a "Renewal Term"). Term of the first year will be November 1, 2015 through June 30, 2016. All subsequent renewals would be July 1st - June 30th. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of Santa Fe ISD, fiduciary agent for School Purchasing Alliance Co-op, in a duly called and posted meeting of the Board. This contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Proposers are requested to submit a proposal offering their total line of available products.

One distributor vendor will be awarded per line item. Awarded vendor must be able to deliver each location within the Co-op where minimum shipments can be met.

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September 18, 2015
RFP#2016-07-004

Instructions for Bidders:

The goal of this RFP is to select the best ice cream partner(s), along with the best value on the items selected.

Compliance with Specification:

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions of the RFP or the Agreement must be clearly indicated in the proposal submitted.

Required Proposal Format:

Specifications for items are presented in Excel 07. Responders are required to submit information in the format of the proposal.

All attachments must be completed.

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**September 18, 2015
RFP#2016-07-004**

Scope of Work

The intent of this RFP is to solicit proposals for Ice Cream/Frozen Juice, and to find the best products that suit the needs of the members of School Purchasing Alliance Co-Op members. One vendor will be awarded per line item.

Santa Fe ISD is utilizing the Request for Proposal (RFP) method for the procurement of this service in accordance with the Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals.

For information regarding the proposal process contact Donna Davis at marketplacealliance@reagan.com.

Interested proposers should respond by delivering one original signed document, 2 copies, and an electronic version in an unprotected Excel format to Santa Fe ISD per instructions for the opening of the RFP.

School Purchasing Alliance represents 36 members who may purchase ice cream/frozen juice products through Interlocal Agreements with Santa Fe ISD for ice cream/frozen juice. SPA reserves the right to add additional districts during the term of the bid. Schools must participate in grocery in order to use SPA ice cream/frozen juice products awarded vendor.

Term of bid: September 1, 2015-June 30, 2016, with four (4) additional optional renewal years, each to be July 1-June 30 of the subsequent years.

Once the contract has been awarded by Santa Fe ISD Board of Trustees, members will receive the bid tabulations.

DLD Marketplace Alliance, LLC is the contracted coordinator with Santa Fe ISD. Responsibilities of MPA include but are not limited to:

Work with Santa Fe ISD Purchasing Department and School Purchasing Alliance to manage RFP, analyze top line items for best value, conduct cuttings for product qualification both prior to and after RFP's are received, work with awarded vendor to create master order guide, secure pricing for new items, audit fee schedule purchases, manage commodity usage, assist distributor with inventory management, and be the liaison between Santa Fe ISD Purchasing Department and School Purchasing Alliance.

General Conditions

Compliance and Specifications

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the proposer's submission. Each proposer, by making its proposal has read and understands the RFP and the Agreement.

Required Proposal Format

All proposers are required to respond to the RFP with one original, 2 printed copies, and one electronic unprotected copy. The following forms must be completed and signed:

- Conflict of Interest Form
- IRS Form W-9
- Felony Conviction Form
- Food Security Preventative Measures
- HACCP-Based Food Safety Plan

References

Provide at least three reference of governmental entities (school districts preferred) that have purchased services, products, and/or related items from you in the past 3-4 years. References are to be provided under the "Bid

Attributes"

- Company Name
- Address
- Contact Name
- Phone Number
- Email

Addendum

Any interpretations, corrections, additions, or changes to the RFP will be communicated to the proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitted the proposal to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by Santa Fe ISD.

Disqualification

A proposer may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

No Return of Proposals; Withdrawal of Proposals

Once submitted, Santa Fe ISD will not return proposals to proposers.

Non-Collusion Statement

Proposers are required to certify a Non-Collusive Statement. Proposers are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that proposer has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against Santa Fe ISD or any person interested in the proposed contract, and that all statements in said proposal are true.

Preferences

SPA may apply preferences for Texas resident proposers in the event of a tie. Preferences must be explicitly claimed by proposer and may not be applicable in procurements and/or contracts involving federal funds. See Texas Government Code 2252.001-.004

Responsible Vendor(s)

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

Responsive Proposal

Proposals shall be deemed responsive if they comply with all material and administrative aspects of the solicitation.

All members of the School Purchasing Alliance are tax-exempt.

Sole Source

In order to become a Sole Source Vendor, a proposer must meet the requirements of Texas Education Code 44.031. Any proposal awarded as Sole Source must be approved by the Texas Department of Agriculture in compliance with federal law pertaining to Child Nutrition Funds. In the event of a single response to this proposal the award must be approved by the Texas Department of Agriculture.

Conflict of Interest

Santa Fe ISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any company that does business with Santa Fe ISD must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with the local government officer or family member resulting in the officer or family member receiving taxable income, and/or
- (2) Your company has given one of Santa Fe ISD's local government officers or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of the executed contract or consideration of the person for a contract to do business with the Department.

Request for Proposals Defined

The intent of this RFP is to solicit proposal for Ice Cream, and to find the best products that suit the needs of the members of the School Purchasing Alliance (SPA) members.

Santa Fe ISD, as the fiduciary district for SPA, is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals.

Scope of Services

SPA represents 36 members who will purchase ice cream items through the SPA program. Each SPA member is responsible for placing orders directly with the supplier(s) on an as needed basis. Awarded vendor(s) are to ship ice cream and bill SPA members directly. Additional districts may be added upon agreement of awarded distributor and district.

Santa Fe ISD/SPA is requesting to have an Ice Cream Products RFP for members: the initial term of the prospective contract is from September 1, 2015 through June 30, 2016. Santa Fe ISD/SPA may elect, with mutual agreement of awarded vendor(s) to extend any contract awarded pursuant to this procurement solicitation for up to four (4) additional one-year terms beginning July 1, 2016.

Once contracts are awarded by the Santa Fe ISD Board of Trustees, members will receive bid tabulations.

Specifications

The proposer is required to provide pricing for item(s) specified in the bid line items section of the RFP. Any available equipment programs, whether offered by the manufacturer or distributor, should be attached for consideration.

Proposers shall include nutritional information for all items in the Response Attachments section.

Members may purchase products using their own dairy cooling equipment for storage and/or service. Any equipment modifications such as freezer wrap-arounds will be part of the delivered price to the schools.

Any exceptions shall be noted.

All prices quoted shall be firm for the term of the contract. SPA members expect to receive the best prices compared to an individual district, considering the volume of participants. **Any price changes shall be negotiated at the time of renewal only and must be documented through an independent index such as the Consumer Price Index (CPI).**

Special Terms and Conditions

- **Damages** - The successful proposer will be held responsible and required to make good (at proposer's sole expense), all damages to persons or property caused by proposer's employees and/or agents.
- **Delivery** - The successful proposer will be required to provide all the necessary labor, equipment, and delivery vehicles necessary to perform inside deliveries, as necessary of ice cream products to the requesting members of the SPA, which extends outside Galveston County, Texas.
- All prices shall be FOB Destination, full freight allowed, to the requesting members of SPA. It is the responsibility of the successful proposer(s) to coordinate in advance all deliveries with the members of SPA, and to determine their specific delivery requirements and operational needs.
 1. **Delivery Frequency** - At minimum, weekly deliveries are to be made to all locations specified by the member, depending upon the needs of the member. More than once per week deliveries may be arranged by the individual member and the successful proposer.
 2. **Delivery Time** - Generally, deliveries are to be made between the hours of 6:00 am and 1:30 pm; however, the successful proposer agrees to work with each member on mutually agreeable delivery times. Late deliveries, regardless of cause, must be reshipped by 10:00 am the next morning. Any overtime payments to employees who are required to wait for late deliveries may be billed back to the awarded vendor.
 3. **Drivers** - Drivers shall present a neat and clean appearance, be in uniform, show picture ID, and make deliveries in an efficient and courteous manner. Drivers must meet all requirements for license and driving record required by the TEA Education Code 22.085.
 4. **Delivery Vehicles** - Awarded vendor(s) will ensure all delivery vehicles are clean and sanitary, deliveries are made in properly refrigerated and enclosed trucks, in good repair and appropriate for the type of product being delivered according to HACCP guidelines, and meet all health and sanitation requirements of the State of Texas, local, and federal government.
 5. **Notification of Late Deliveries** - The successful proposer(s) will promptly notify the requesting member(s) of SPA when an item cannot be delivered within the specified delivery time (according to the PO). If the successful proposer(s) is unable to deliver the requested item within a mutually acceptable time, the SPA member, may elect to purchase the item from an alternate awarded source.
 6. **Shipping Container Condition** - The proposer(s) will ensure all cases, cartons, and containers are clean and unblemished.
 7. **Shortages** - Vendor(s) will notify member one (1) day before delivery of any back order or shortage items. Any items that the vendor(s) fails to deliver on the designated, scheduled delivery date must be reshipped by 10:00 am the following day or on an alternate day agreed upon by both the vendor and the school district.
 8. **Sanitation/Safety** - The successful proposer(s) will warrant that all products will be fresh, clean, wholesome upon delivery, and will be packaged, handled, and transported in an acceptable manner. All temperature and sanitation procedures must meet all HACCP guidelines at all times during the delivery process. If the delivered product is determined to be unacceptable by a SPA member, in the member's sole discretion, the SPA member has the right to refuse to take delivery of the product. If the product has already been delivered it must be picked up and credit given in a timely manner.

Temperature - Frozen products shall be delivered at a temperature of 0-degrees or below, with determination by the designated district to accept or reject the product if temperature is questionable.

Delivery Receipts, Invoices, and Credits

- **Delivery Receipt/Invoice** - An itemized delivery receipt/invoice must be left at each school location of each district at the time of delivery. Each receipt shall include, date of service, name of school (with district SPA member name) receiving delivery, purchase order number on invoice or credit including separate invoices for each separate purchase order and price per item with extension for total price. SPA member may not be held responsible of payment if authorized signature is lacking.
- **Electronic Invoice** - The successful proposer(s) is encouraged to have an online system for viewing and/or retrieval of delivery receipts, invoices, and/or monthly statements or to send copies of such information via email.
- **Credits** - Credits for damaged, shorted, or incorrect product(s) must be adjusted on the invoice at the time of delivery. Credits for returned merchandise, or hidden or concealed damage must be provided at the time the product is returned.

Discounts - Payment terms are net thirty (30) days. Proposer(s) are encouraged to provide the discount for early payments in the Bid Attributes Section.

Ethics - All SPA members follow the rules as set forth by the United States Office of Government Ethics. Proposers are not to offer any special pricing or incentives to individual members. Appropriate action will be taken for ethics violations. Ethics violations may constitute breach of contract and therefore termination of the contract.

Exchange/Return of Products - If a member of the SPA has products to be exchanged or defective products, proposer(s) if to offer guarantee of full credit for partial or full cases.

Food Security Preventative Measures - Proposers will provide in writing the Food Security Preventative Measures procedures to minimize the risk that food under the successful proposer's control could be subject to tampering or criminal or terroristic actions.

Hazard Analysis Critical Control Point (HACCP) - Proposers must complete the HACCP form. This requirement is in accordance with the food safety program requirement established in Section 111 of the Child Nutrition and WIC Reauthorization Act of 2001 (Public Law 108-265). Any product not HACCP compliant may be refused by the SPA members.

Inspection - Prior to acceptance and payment, all items provided may be inspected by the member of the SPA. Non-conforming items and items that are damaged may be rejected at the sole discretion of the member of the SPA. The driver will be expected to make the invoice adjustment and initial it. The proposer shall use best efforts to promptly replace non-conforming items at the proposer's risk and expense.

Invoice - Contractor will issue at least two (2) copies of the invoice directly to the individual SPA member. Invoice to include units, unit price, and extensions, and reflect delivered pricing to the school location. Invoice must be signed by the designated Food Service/Child Nutrition person in the member's organization.

Labels - Where labels are applicable, labels should state the name of the product, list of ingredients, weight, production date and "use by" date.

License - The awarded vendor(s) will provide proof of current USDA License Certificate issued by the Perishable Agriculture Commodity Act and a State of Texas Department of Agriculture Combined Limited Vegetable and Citrus Retailer License, and DOD Inspection if applicable.

Manufacturer Discounts - The successful proposer(s) agrees to offer ALL members of the SPA any discounts, promotional pricing, incentives or special offers made by the manufacturer during the term of the contract. The prices and terms and conditions for the discounts/promotions will be communicated in a timely manner to the members of SPA. Should the discounts, promotional pricing, incentives or special offers not be made available to the members of the SPA, then the successful proposer will reimburse each participating member of the SPA the difference between the total dollar amount of the purchase orders for the item(s) in question based on the SPA contract price and the total dollar amount of the discounted price that was offered by the manufacturer. **This requirement shall survive the cancellation and termination of any contract with SPA and it non-negotiable.**

Membership - Santa Fe reserves the right to add or delete the number of entities participating in the SPA, with notification to the successful proposer. Under Subchapter B, general inter-local contracting authority 791.011, each approved vendor is requested to extend all pricing to the new member on contracts that are in force.

Minimum Order Requirement - Minimum quantity orders or delivery cost must be stated in the proposal. Such restrictions will be considered when awarding the proposal.

Partial Shipments - Prior to delivery (preferably the day before) the successful proposer will be required to notify the requesting member of SPA that the order is short so that the member may make adjustments to other item quantities.

Price Increase/Decrease Requests - Pricing adjustments will only be negotiated at the time of renewal. The proposer shall submit all required documentation to Marketplace Alliance, LLC for approval along with documentation from a third party index such as the CPI. Price changes may go into affect ten (10) days after written approval from MPA. Approved price changes shall be effective for the full term of the annual renewal period.

Product Changes - If manufacturer's product formulations change and/or pack sizes change prior to or during the contract period, it is the responsibility of the proposer to notify MPA/SPA members of such changes in writing immediately.

Product Packaging - All products must be delivered in the manufacturer's original scaled container. Labels and labeling shall conform to all federal regulatory requirements for good in interstate commerce and containers shall meet U. S. Department of Transportation requirements.

Product Recall - If a product recall is instituted on an item that has been furnished and/or delivered to any SPA member, the proposer must immediately notify both verbally and in writing the SPA Co-Op Coordinator (MPA) and the purchasing members with all the pertinent information of recall. Proposer will be responsible for all costs associated with replacement products, shipping charges, and/or product credits. In the event the proposer withdraws from the contract, written notification is required to be sent to Santa Fe ISD and reimbursement checks issued to members for any unusable product still in the schools.

Order History Reports - Reports shall be made available to each member district and include, but not be limited to, monthly and year-to-date recaps of purchases by product and school location.

Quality - Any order issued as a result of the solicitation will conform to the specification and descriptions identified herein. Unless otherwise specified, the proposer will not deliver substitutes without prior authorization. The acceptance of a substituted item (which is handled on a case by case basis) by a member of SPA, should not be construed as blanket authority for the successful proposer to deliver the same item(s) to other members of SPA. Repeated requests for substituted items by the successful proposer may be grounds to cancel the contract. The following criteria will apply to all substitutions:

- The price offered for substituted item will not exceed the price for the original item.
- The quality of the substituted item(s) will meet or exceed those of the item being substituted.

Renewal - Santa Fe ISD/SPA and the proposer will have the right to renew the contract up to four (4) one-year periods after base period providing all parties are in agreement to same terms, conditions and agreed upon pricing.

Sanitation Standards - Copies of all city, county, state, and/or federal health inspection reports must be furnished to Marketplace Alliance, LLC as they are updated.

Usage or Velocity Report - Proposer will provide to the Santa Fe ISD electronic usage reports on a monthly basis, which itemize all activities and sales generated by the members of the SPA. These reports, which are due on the 5th of the month following the end of the month, will be used to determine the buying trends/usage of the individual items purchased by the members of the SPA and to establish the amount of the .75% participation due to Santa Fe ISD by the successful proposer. The report and other requirements are listed below:

At a minimum the reports will contain the listing of all the items purchased by the members of the SPA, manufacturer's name and code numbers, price per case, and total amount of sales per product, and a total for all items.

Nutrition Information and Fact Sheets - The awarded vendor(s) shall submit (1) Nutrition information, (2) Product Sheets, (3) CN Labels and/or (4) manufacturer certification of meal equivalents to MPA upon request.

Clean Air and Water Act - All vendors must comply with add standards pursuant to the Clean Air Act of 1970, as Amended (42 USC 1857 (h), Section 508 of the Clean Water Act, as amended (33 USC 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

EVALUATION AND AWARD OF PROPOSALS

In accordance with applicable laws, rules, and regulations for public purchasing, award will be made to the responsible proposer whose proposal is/are determined after evaluation by a committee of SPA members to be the best value to Santa Fe ISD and to the members of the SPA. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

SPA members and MPA will review and evaluate this proposal and make a recommendation to the Santa Fe ISD Board of Trustees. Santa Fe ISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

Evaluation Factors	Weighted Value
1. Price	50 Points
2. Reputation of Vendor and of Vendor's goods and/or services (References)	25 Points
3. Extent to which the goods and/or services meet the SPA requirements	25 Points

Awards

Awards will be made to the successful proposer for the total line of products and services submitted. Awards will be based on the criteria set forth within this document.

Estimated Quantities

SPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. SPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the SPA cooperative member issuing a Purchase Order or member may purchase products through their distributor. If delivery is not or cannot be made within proper time period, the awarded vendor(s) must receive authorization from the

SPA member for the delayed delivery. If defective or incorrect material is delivered, the SPA cooperative member may make the determination, in its sole discretion, to return the goods to the vendor(s) at no cost to the SPA cooperative member. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor(s) also shall be responsible for arranging the return of the defective or incorrect goods.

Brands are subject to approval by SPA and shall be considered only if submitted with the following information attached in the "Bid Response Attachments" section of the proposal:

- Product Sheet – dated, no earlier than August 2012
- Nutrition Facts – dated, no earlier than August 2012
- CN Label and/or manufacturer certification of meal equivalents (dated, no earlier than August 2012)

The words "bids," "request for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Vendor" means each awarded vendor(s) chosen by SPA.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Proposers are responsible for identifying any exceptions to these terms and conditions. Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by Santa Fe ISD and eliminated from further consideration by Santa Fe ISD.

This Agreement is entered into between Santa Fe ISD/SPA and Vendor(s), having submitted a proposal in response to a procurement solicitation issued by Santa Fe ISD and whose proposal has been accepted and awarded by Santa Fe ISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Santa Fe ISD and Vendor(s), intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further,

no amendment of this Agreement shall be permitted unless first approved in writing by MPA, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the Santa Fe ISD Board of Trustees.

Vendor(s) may not assign this Agreement or any of its rights, duties or obligations hereunder without the prior written approval of Santa Fe ISD. Any attempted assignment of this Agreement by Vendor(s) shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor(s) without the prior written approval of Santa Fe ISD and, if applicable, the SPA cooperative member. Vendor(s) is required to notify MPA when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

Santa Fe ISD and cooperative members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act. Vendor(s) shall meet the "Buy American" standards as defined in the Child Nutrition Reauthorization Act of 1998. School districts participating in the National School Lunch Program (NSLP) and in the contiguous United States are required to purchase for this program, to the **maximum extent practicable**, domestic commodities or products. The term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent (51%) of the processed food comes from American-produced products.

Compliance with Laws

Vendor(s) shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this Agreement, Vendor(s) shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement.

Contract Term

The Initial Term of the Agreement is for a period of one (1) year, with Santa Fe ISD having the option to renew the Agreement, with mutual agreement of Vendor(s), for up to four (4) additional one-year terms (individually, a "Renewal Term"). The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

Criminal History Review (SB 9 Contractor Certification: Contractor Employees Form; SB 9 Contractor Certification: Subcontractor Form – must be filled out and attached to proposal in the Response Attachment section, if applicable)

Prior to commencing any work under the Agreement, if Vendor(s) contracts with SPA to provide services, Vendor(s) must certify, on the form provided herein, that for each covered employee of Vendor(s) who will have direct contact with students, Vendor(s) has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor(s) employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor(s) employed on or after January 1, 2008. Vendor(s) must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at SPA cooperative members' locations; Vendor(s) and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor(s) contracts with SPA to provide services; it does not apply to a contract for the purchase of goods or real estate.

Customer Reference List

Vendor(s) shall submit a customer reference list as outlined in the Bid Attribute section.

Equal Opportunity

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

Financial Responsibility

Vendor(s) shall submit a quarterly electronic formatted report in Microsoft Excel format of the total U.S. dollar sales to Santa Fe ISD, showing each of the SPA cooperative members who made purchases under this RFP for that month. The report shall include, but not be limited to, the following: SPA cooperative member's name, purchase order number, purchase order date, and purchase order dollar amount.

Administrative Participation Fee

Santa Fe ISD will invoice Vendor(s), on a quarterly basis, for the administrative participation fee. Vendor(s) agrees to provide Santa Fe ISD a participation fee equivalent to one percent (.75%) of the net total invoice amounts on all orders shipped pursuant to this Agreement in each quarter during the Term of the Agreement. The participation fee must be remitted to Santa Fe ISD no later than thirty (30) days following the end of each quarter.

Failure to pay administrative fees in a timely manner may result in Vendor(s) breaching this Agreement and may result in Santa Fe ISD suspending or terminating this Agreement. Vendor(s) shall honor and pay Santa Fe ISD the administrative fee for any sales resulting from this Agreement that occurred within thirty (30) days of the expiration or termination of this Agreement.

Force Majeure

Neither Santa Fe ISD, any SPA cooperative member, or Vendor(s) shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

Santa Fe ISD/SPA cooperative members, and Vendor(s) are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. SF ISD, SPA cooperative members, and Vendor(s) shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, Santa Fe ISD shall have the option to terminate this Agreement.

Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Santa Fe, Galveston County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

Santa Fe ISD and/or SPA cooperative members' Property

In the event of loss, damage, or destruction of any property owned by a cooperative member that is caused by Vendor(s) or Vendor's representative, agent, employee, or contractor, Vendor(s) shall indemnify Santa Fe ISD/SPA cooperative member and pay to the SPA cooperative member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of cooperative member's determination of the amount due. If Vendor(s) fails to make timely payment, the SPA cooperative member may obtain such money from Vendor(s) by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to SPA cooperative member.

Indemnification

VENDOR(S) SHALL INDEMNIFY AND HOLD HARMLESS SF ISD AND EACH PURCHASING SPA COOPERATIVE MEMBER, INCLUDING SANTA FE ISD AND PURCHASING SPA COOPERATIVE MEMBERS' TRUSTEES, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR(S), VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR(S) IS REQUIRED TO DELIVER. Vendor's obligations under this clause shall survive acceptance and payment by SF ISD or the SPA cooperative member.

Insurance

Vendor(S) is required to provide SF ISD and/or the SPA cooperative member with copies of certificates of insurance, naming SF ISD and SPA cooperative members, as requested, as an additional insured, for Texas Workman's Compensation and General Liability Insurance. Certificates of Insurance, name address of Vendor(s), the limits of liability, the effective dates of each policy, and policy number shall be delivered to the SPA cooperative member prior to commencement of work.

Minimum Insurance Requirements:

- Vendor(s) shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability.
- All policies of insurance shall waive all rights of subrogation against Santa Fe ISD, SPA cooperative members, Santa Fe ISD and SPA cooperative members' officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Santa Fe ISD and SPA cooperative members.
- Santa Fe ISD and SPA cooperative members, as requested, shall be named as "additional insured" on all insurance policies.

A. Workers' Compensation (with Waiver of subrogation to SF ISD) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

- Statutory, and Bodily Injury by Accident: \$100,000 each employee.

Bodily Injury by Disease: \$500,000 policy limit, \$100,000 each employee.

B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.

- \$300,000 each occurrence Limit Bodily Injury and Property Damage combined
- \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate
- \$300,000 Personal and Advertising Injury Limit

C. Automobile Liability Coverage

- \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

Interpretations - Vendor(s) agree that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

Invoices; Payments - Invoices shall be directed to SPA cooperative members to the appropriate location(s) specified by SPA members. The SPA member placing the order with Vendor(s) shall alone be liable and/or responsible for payment for products and/or services ordered and must be invoiced directly by Vendor(s). Neither Santa Fe ISD nor SPA members shall be liable for the indebtedness of any one SPA member.

All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor(s) shall submit invoices within a timely manner during SPA cooperative member's fiscal year in which the good(s) and/or services are purchased. Texas Government Code § 2251.021 shall govern when payments are due to Vendor(s). In accordance with Texas Government Code § 2251.021, payments are due to Vendor(s) by any SPA cooperative member whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following: (1) the SPA cooperative member receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the SPA cooperative member receives an invoice for the goods or service. For SPA cooperative members whose governing bodies meet more than once a month or more often, payments are due by those SPA cooperative members within thirty days after the later of the following: (1) the date the SPA cooperative member receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the SPA cooperative member receives an invoice for the goods or service. Vendor(s) agrees to pay any subcontractors, if any, the appropriate share of the payment received from a SPA cooperative member not later than the tenth (10th) day after the date Vendor(s) receives the payment from the SPA cooperative member. The exceptions to payments made by a SPA cooperative member, and/or Vendor(s) listed in Texas Government Code § 2251.002 shall apply to this Agreement.

IRS W-9 - In order to receive payment under this Agreement, Vendor(s) shall have a current I.R.S. W-9 Form on file with the purchasing SPA cooperative member.

No Substitution - Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by Santa Fe ISD or the purchasing SPA cooperative member, Vendor(s) will not deliver substitutes without prior authorization from the SPA purchasing member.

Non-Appropriation Clause

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on SF ISD or any SPA cooperative member by this Agreement,

Santa Fe ISD and SPA cooperative members shall have the right to terminate this Agreement without default or liability to Vendor(s) resulting from such termination, effective as of the expiration of each budget period of Santa Fe ISD or any SPA cooperative member if it is determined by Santa Fe ISD or any SPA cooperative member, in their sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of the current revenue of SPA cooperative member only.

Notice - Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

Ordering Procedures - Purchase orders are issued by SPA cooperative members to Vendor(s) according to this Agreement and the contract between SPA and the SPA cooperative member.

Penalties - If Vendor(s) is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor(s) fails to fulfill or abide by the terms and conditions of the Agreement, Santa Fe ISD or the purchasing SPA cooperative member may take the following action(s), in the sole discretion of Santa Fe ISD or the purchasing SPA cooperative member, and Vendor(s) agrees to comply with the chosen action(s):

1. Insist that Vendor(s) honor the quoted price(s) specified in Vendor's proposal;
2. Have Vendor(s) pay the difference between Vendor's price and the price of the next acceptable proposal as determined by MPA and the SPA member.
3. Have Vendor(s) pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
4. Recommend to Santa Fe ISD's Board of Trustees that Vendor(s) no longer be given the opportunity to submit a proposal to SPA and/or that this Agreement be terminated.

Performance - Vendor(s) agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement.

Performance and Payment Bonds - Vendor(s) agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable.

Prevailing Wage Rates - Vendor(s) and all subcontractors of Vendor(s) shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by Santa Fe ISD. In the event Texas Government Code Chapter 2258 applies to a product or service provided by to a SPA cooperative member, Vendor(s) and any subcontractor(s) shall comply with the prevailing wage rates set by the purchasing SPA cooperative member.

Quantities - Because all commodities will be provided on an "as needed" basis, SPA makes no representation either orally or in writing to the amount of commodities, services, or related items SPA and/or its cooperative members will use during the Term of the Agreement.

Records Retention - Vendor(s) shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor(s) to SPA under this Agreement. These records and accounts shall be retained by Vendor(s) and made available for audit by MPA for a period of not less than two (2) years from the date of completion of the services, receipt of the goods, or the date of the receipt by SPA of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor(s) shall retain its records and accounts until such audit has been completed.

Right to Audit - MPA or a SPA cooperative member, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, all purchase or work orders resulting from this Agreement and records which may have a bearing on matters of interest to SPA in connection with Vendor's work for a SPA cooperative members and shall be open to inspection and subject to audit and/or reproduction by MPA or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

1. Vendor's compliance with this Agreement and the requirements of the solicitation,
2. compliance with Santa Fe ISD's procurement policies and procedures,
3. compliance with provisions for computing billings to Santa Fe ISD and/or SPA cooperative members, and
4. any other matters related to this Agreement.

Safety - Vendor(s), its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by the Occupational Safety and Health Administration ("OSHA"). Vendor(s) shall comply with all other safety guidelines and standards as required by Santa Fe ISD or SPA cooperative members. Vendor(s) shall indemnify and hold Santa Fe ISD or the purchasing SPA cooperative member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Subcontractors - If Vendor(s) uses subcontractors in the performance of any part of this Agreement, Vendor(s) shall be fully responsible to Santa Fe ISD and SPA cooperative members for all acts and omissions of the subcontractors just as Vendor(s) is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between Santa Fe ISD and any such subcontractor, nor shall it create any obligation on the part of Santa Fe ISD or SPA cooperative members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Taxes - Santa Fe ISD is tax-exempt, and shall not pay taxes for goods and/or services provided under this Agreement. All Texas government agencies participating in the SPA are exempt from payment of state sales taxes under Texas Tax Code § 151.310 for the purchase of tangible personal property. Vendor(s) represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor(s) or its employees. Santa Fe ISD and SPA cooperative members shall not be liable for any taxes resulting from this Agreement.

Tax Responsibilities of Vendor(s) and Indemnification for Taxes - Vendor(s) and all subcontractor(s) of Vendor(s) shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor(s) and all subcontractors of Vendor(s). Vendor(s) shall require all subcontractors to hold Santa Fe ISD and the purchasing SPA cooperative member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor(s).

Compliance with Federal, State, and Local Procurement Regulations - SPA members and management must comply with all federal, state, and local district procurement policies including all governmental ethics policies as published by the United States Office of Government Ethics.

Termination of Contract - This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of Santa Fe ISD and Vendor(s). In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor(s), Santa Fe ISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of SPA cooperative members. Santa Fe ISD further reserves the right to terminate the Agreement immediately in the event Vendor(s) fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. Santa Fe ISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor(s), if Santa Fe ISD believes, in its sole discretion, that it is in the best interest of Santa Fe ISD and/or SPA cooperative members to do so. Vendor(s) agrees that Santa Fe ISD shall not be liable for damages in the event that Santa Fe ISD declares Vendor(s) to be in default or breach of this Agreement and/or the procurement solicitation. Vendor(s) further agrees that upon termination of the Agreement for any reason, Vendor(s) shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor(s).

Title and Risk of Loss - Whenever a SPA cooperative member is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of the purchasing SPA cooperative member's acceptance of the item or payment of the applicable invoice. All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal.

Waiver - No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

Warranty - All goods and/or services provided by Vendor(s) under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of SPA's acceptance of the product and/or service or payment of the applicable invoice. Vendor(s) warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement.

School District	Ice Cream
Alvin	x
Anderson-Shiro	x
Angleton	x
Barber's Hill	x
Beaumont	x
Bellville	x
Brazosport	x
Cleveland	x
Coldsprings-Oakhurst	x
College Station	x
Conroe	x
Deer Park	x
Diboll	x
Dickinson	x
Galveston	x
Leggett	x
Madisonville	x
Montgomery	x
Navasota	x
New Caney	x
New Waverly	x
Normangee	x
Pasadena	x
Santa Fe	x
Sheldon	x
Shepherd	x
Splendora	x
Stafford	x
Sweeny	x
Tarkington	x
Tomball	x
Waller	x

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.

- Bid Acknowledgement Form
- Bid Attributes
- Product Specifications
- Certification Regarding Disbarment, Suspension, Ineligibility
- Felony Conviction Notice
- Certification of Residency
- Affidavit of Non-Collusion
- Buy American Provision
- Clean Air and Water Act
- Certification Regarding Lobbying
- Certification Regarding Debarment-U.S. Department of Agriculture
- References and Contact Information
- Conflict of Interest
- W-9



*Santa Fe Independent School District
Cowan Education Center
4133 Warpath
Santa Fe, Texas 77510
(409) 925-3526*

BID ACKNOWLEDGEMENT FORM
RFP#2016-07-004 – FOOD SERVICE COOPERATIVE-ICE CREAM/FROZEN JUICE

All vendors must complete the acknowledgement information below and submit with proposal for consideration:

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agree to furnish all goods and services specified at the prices and transportation costs as proposed. (Failure to sign will disqualify this proposal).

By submission of this proposal, the undersigned certifies that:

- This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
- This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;
- No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification and the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf;
- Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. Or violation or breach of this warranty, Santa Fe ISD shall have the right to annul this contract without liability;
- As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CQI form can be obtained directly from Santa Fe ISD Business Department, 4133 Warpath, Santa Fe, Texas 77510.
- The undersigned certifies that to his/her knowledge, no Santa Fe ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.
- The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the district, will be an integral part of any contract awarded as a result of this response submitted.

Company Name: _____

Address: _____ Phone Number: _____

Authorized Signature: _____

(Print Name)

Title: _____ Date: _____

Bid Attributes

Name

Note

Response

Acceptance of Terms and Conditions

"The proposer, by checking this box and submitting a proposal response, hereby affirms that they have read and agreed to the terms and conditions as outlined in the documents attached to this solicitation

_____(Required)

Acceptance of Attachments

"The proposer, by checking this box and submitting a proposal response, hereby affirms that they have read and agreed to the information outlined in the documents attached to this solicitation.

_____(Required)

Exceptions to Terms and Conditions

Any exceptions to our Terms and Conditions should be listed on an attached page.

(No Response Required)

CSR Staff

How many Customer Service Representatives will your company assign to service the co-op and will each district have a single point of contact who provides knowledge based service to that particular school district? Please list the contact for each district with contact information.

_____(Required)

CSR Responsibilities

List the responsibilities of and services provided by you company's CSR staff.

_____(Required)

Ordering Procedure

Please explain all the options available for customers to place orders. Explain here or provide an attachment.

_____(Required)

Hot Shot Deliveries

What is your policy, charge amount and procedure for a hot-shot type delivery?

_____(Required)

Payment Terms

Payment terms are net thirty (30) days. Please provide any optional payments terms available for members.

_____(Required)

Returns

What is your return policy?

_____(Required)

Stocking Requirements

What is the minimum monthly movement you require for an item to be stocked?

_____(Required)

Bid Attributes Name	Note	Response
Hour and Days of Operation	What are your days and hours of operation?	_____ (Required)
USDA License Certificate issued by PACA	Do you have a current USDA License Certificate issued by the Perishable Agriculture Commodity Act? If yes, then submit a copy.	_____ (Required)
Equipment Programs	Is there an equipment program available?	_____ (Required)
SPA Members	Will you be able to deviler all SPA member schools?	_____ (Required)
Return Policy	What is your return policy?	_____ (Required)
Reference #1		_____ (Required)
Reference #2		_____ (Required)
Reference #3		_____ (Required)
Remittance of Administrative Fee	Agree per terms of contract?	_____ (Required)
Administrative Fee Included in Delivered Price to Schools?	Agree?	_____ (Required)
Additional Information	Please attach a page describing any additional information and services provided by your company that would benefit the co-op.	(No Response Required)

ICE CREAM/FROZEN JUICE PRODUCTS

Produce Specification	Estimated Usage	Manufacturer Code	Distributor Code
Ice cream sandwich made with WG chocolate cookie wafer and vanilla ice cream	800,000 EA		
Strawberry Bar on a stick to resemble WG strawberry shortcake	2,500 EA		
Chocolate Bar on a stick to resemble WG chocolate shortcake	42,000 EA		
Orange Cream Bar on a stick	76,000 EA		
Creamy Fudge bar on a stick	195,000 EA		
Sour Flavored bar on a stick	168,000 EA		
Creamy flavored bar on a stick to resemble cotton candy	168,000 EA		
Push-up style flavored ice cream with cardboard tube and stick (orange)	2500 EA		
Push-up style flavored ice cream with cardboard tube and stick (rainbow)	2500 EA		
WG Crumbled ice cream waffle style cone with vanilla ice cream and crumbled cookies	250,000 EA		
WG Crumbled ice cream waffle style cone with vanilla/chocolate ice cream and crumbled cookies	250,000 EA		
Lowfat Vanilla Ice Cream Cup	60,000 EA		
Lowfat Chocolate Ice Cream Cup	100,000 EA		
Lowfat Strawberry Ice Cream Cup	180,000 EA		
Lowfat Vanilla Ice Cream and Orange Sherbert Cup	25,000 EA		
Lowfat Vanilla Frozen Yogurt Cup	72,000 EA		
Orange Sherbert Cup	36,000 EA		
Lime Sherbert Cup	36,000 EA		
Raspberry Sherbert Cup	36,000 EA		
Hispanic Style Juice Bars on a stick	100,000 EA		
Full Fat/Sugar Pints for Schools not on the National School Lunch Program/List Flavors	15,000 EA		
3-Gallon Full Fat/Sugar for Schools not on the National School Lunch Program/List Flavors	500 EA		
Dippin Dots	1000 cases		
Frozen Yogurt Soft Serve	3000 cases		

[illegible]

Please insert a line for each alternate or additional flavors and complete the spreadsheet for each

ICE CREAM/FROZEN JUICE PRODUCTS

[illegible]

ICE CREAM/FROZEN JUICE PRODUCTS

[illegible]

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions

Per Title 34, Code of Federal Regulations, 80.35, "Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

(Before completing certification, read the instructions below.)

Please check one choice below:

- ☐ The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ☐ When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instructions For Suspension/Debarment Certification Statement

- 1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*
- 2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- 3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.*

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 school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

This Notice is Not Required of a Publicly-Held Corporation.

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

Vendor's Name: _____

Authorized Company Official's Name (Printed): _____

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 or 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): _____

Details of Conviction(s): _____

Signature of Company Official: _____

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the Katy Independent School District to determine the residency of its offerors. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person who is not a resident.
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

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

I certify that _____
(Name of Company Bidding) is, under Section: 2252.001 (3) and (4),

A _____ Resident Bidder \ _____ Non-resident Bidder

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

_____ in the state of _____

Signature of Authorized Company Representative

Print Name

Title

Date

AFFIDAVIT OF NON-COLLUSION

By submission of this bid or proposal, the undersigned certifies that:

- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;
- b. This bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other bidder, competitor, or potential competitor prior to the opening of bids or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing on his behalf.

Email Address: _____

Company Name: _____

Address: _____ City, State, Zip: _____

Phone Number: _____

Fax Number: _____

Print Name Here: _____

Authorized Signature and Title: _____

Date Signed: _____

BUY AMERICAN PROVISION

Schools and institutions in the National School Lunch Program and School Breakfast Programs are required by law to use Child Nutrition Funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term "substantially" means that over fifty-one (51) percent of the final processed product consists of agricultural commodities that were grown domestically. Therefore, when Student Nutrition Funds are used to acquire foods, schools and institutions must ensure that the items are in compliance with this requirement.

Authorized Signature

Name of Company

Printed Name

Title of Authorized Person

Telephone Number

Address

Date

City

State

Zip Code

CLEAN AIR AND WATER ACT

I, _____, *am in compliance with all applicable*
(vendor name)

standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

Company

Authorized Representative (Print)

Signature

Date

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company

Authorized Representative (Print)

Signature

Date

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY
CONTRACTOR-EMPLOYER, APPENDIX A

Certifying Affidavit submitted to:

Name of School District: _____

Mailing Address: _____

Project: _____

STATE OF TEXAS §

COUNTY OF _____ §

- (1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to _____ Independent School District (the "District") that such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees hired *before January 1, 2008*, who (a) have or will have continuing duties related to the contracted services, and (b) have or will have direct contact with students. Such employees are identified by name on Schedule A attached hereto. The undersigned further swears and affirms no employees who meet the requirements of (a) and (b) herein and/or identified on Schedule A have been convicted of any offense identified in Section 22.085 of the Texas Education Code.
- (2) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to the District, that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees hired *on or after January 1, 2008*, who (a) have or will have continuing duties related to the contracted services, and (b) have or will have direct contact with students. Such employees are identified by name on Schedule B attached hereto. The undersigned further swears and affirms no employees who meet the requirements of (a) and (b) herein and/or identified on Schedule B have been convicted of any offense identified in Section 22.085 of the Texas Education Code.

**CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY
CONTRACTOR-EMPLOYER, APPENDIX A (continued)**

- (3) The undersigned firm swears and covenants that no present or future employee will provide services to the Project that involve direct contact with students unless and until such employee's national criminal history record information has been reviewed and cleared as required by

Paragraph (2) above, and an updated Certification has submitted by the contracting firm to the District with an updated Schedule B identifying such employees. In the event of an emergency, an employee who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District representative.

- (4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code, the contracting firm will immediately remove such employee from the Project and notify the District.

- (5) Furthermore, if requested by the District, the name, driver's license number, and any other information required by the DPS will be submitted to the District for any person on either Schedule A or Schedule B.

_____, being duly sworn, affirms and certifies that he/she is the
_____ (position) of _____ (contracting firm),
and that all statements and acknowledgements contained herein are true and correct, and that he/she has the
authority to bind such firm to the covenants set out above.

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, _____.

Notary Public _____ State of _____

My Commission expires _____

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion-Lower Tier Covered Transactions**

U.S Department of Agriculture

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read the instructions below.)

Please check one choice below:

- ☐ The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ☐ When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instructions For Suspension/Debarment Certification Statement

1. *By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*
2. *The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
3. *Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.*

REFERENCES

FINANCIAL STABILITY must be demonstrated by each Bidder as well as a reliable delivery record to include a list of at least five (5) similar accounts that have utilized their products for a minimum of one year.

1.	_____	_____	_____
	NAME OF FIRM	TELEPHONE	REPRESENTATIVE
2.	_____	_____	_____
	NAME OF FIRM	TELEPHONE	REPRESENTATIVE
3.	_____	_____	_____
	NAME OF FIRM	TELEPHONE	REPRESENTATIVE
4.	_____	_____	_____
	NAME OF FIRM	TELEPHONE	REPRESENTATIVE
5.	_____	_____	_____
	NAME OF FIRM	TELEPHONE	REPRESENTATIVE

CONTACT INFORMATION

ORDER FROM ADDRESS:

Company Name: _____

Contact Person: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

REMIT TO ADDRESS : (if different from order address)

Company Name: _____

Contact Person: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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 filing an update to a previously filed questionnaire.

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

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

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other 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

Signature of person doing business with the governmental entity

Date

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.