



December 2, 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, January 6, 2016 for
RFP# 2016-01 COMMODITY - Commodity Processing**

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. Electronic proposals will not be accepted.

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 Purchasing Department of Santa Fe ISD is conducting this procurement to establish a contract with produce vendors for use by member school districts participating in the School Purchasing Alliance Cooperative. In addition, Santa Fe ISD has contracted with DLD Marketplace Alliance, LLC to coordinate and manage the purchases made by co-op member districts.

The initial term of the contract shall be from July 1, 2016 through June 30, 2017. 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.

No contract shall be executed until it has been reviewed and approved by the Board of Trustees of Santa Fe ISD, fiduciary agent for the School Purchasing Alliance Cooperative, 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. Multiple vendors will be awarded.

A handwritten signature in black ink, appearing to read "Lee Davidson, CPA", is written over a horizontal line.

**Lee Davidson, CPA
Chief Financial Officer**

NOTICE OF INTENTION

The Purchasing Department of Santa Fe ISD is conducting this procurement to establish a contract to Texas approved commodity processing vendors 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 initial term of the prospective contract is from July 1, 2016 through June 30, 2017. The Department may elect, with mutual agreement of the awarded vendor to extend any contracted award pursuant to this procurement solicitation for up to three (3) additional one-year terms (individually, a "Renewal Term"). 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 approved for processing in Texas that are commonly purchased by public school districts. Items submitted will be classified as "Specified" or "Additional" and placed on the applicable spreadsheet.

The intent of this RFP is to procure both commodity(FFS), commodity/commercial, and commercial match pricing where applicable.

The over arching goal of this co-op is to consolidate items to limit and manage distributor slots in order to procure the best pricing possible from manufacturers. Products may be awarded by vendor, category, or single item.

RFP protests shall be first addressed with MPA in writing via certified registered mail. MPA will consult with the Steering Committee and a resolution proposed. If the protest cannot be resolved between the parties, the issue shall be submitted to the Board of Trustees of Santa Fe ISD for final resolution at the next scheduled meeting of the Board. Issues taken to the Board must be submitted in time to added to the next possible Agenda. Protesting parties must be in attendance at the Board meeting for the issue to be considered. Non-attendance will constitute a ruling in favor of the original decision made by SPA. All decisions made by the Santa Fe ISD Board of Trustees are final. Any vendor who submits a proposal is agreeing to these terms of Protest Resolution.

GENERAL CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

Proposals shall be delivered with all required data by the time and date specified. Any proposal received after the required time and date will not be considered. Santa Fe ISD shall not be held liable for any proposal improperly identified and thus not considered for award.

NO BID: Bidders may opt to send a NO BID response to Santa Fe ISD. Vendors not responding to a bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

LATE BID: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Santa Fe ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Business Department shall be the official time of receipt.

UNSIGNED BIDS will NOT be considered. Only SEALED BIDS/PROPOSALS will be accepted. Faxed or electronic submissions will NOT be accepted.

VENDOR shall provide with bid response, all required documentation and forms in the format received. Failure to provide this information may result in rejection of bid.

BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.

DURING THE LIFE OF THE CONTRACT: If the successful bidder's net prices to other customers for awarded items are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Santa Fe ISD.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of goods/services. All items must meet OSHA Standards of Compliance and be asbestos free.

REMEDIES: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. The bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

RESPONSIBLE BIDDER: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality of performance and completion of contract within a specified time period.

REFERENCES: Santa Fe ISD may request bidders to supply, with each bid, a list of at least five (5) references where like goods/services have been supplied by the vendor to entities of similar size and scope. Include name of firm/district, address, telephone number and name of representative. Santa Fe ISD reserves the right to contact existing customers of bidders not list as references.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder without the permission of Santa Fe ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of the bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on an unresponsive vendor list.

BID EVALUATION: Bids must be submitted on Santa Fe ISD forms for consideration. Additional information may be attached for evaluation purposes. The lowest bid will not necessarily be the successful bid.

EVALUATION CRITERIA: Each district will have the opportunity to evaluate. A formula of 35% price (to include amount of PAL required), 30% Student Preference (historical acceptance and testing results), 25% based on The Processor Information Form and ability to track via a 3rd party system, and 10% on consolidation of raw materials with manufacturers offering multiple items per category. Products entered on the Specified Spreadsheet will be evaluated and awarded based on individual merits or as a part of a total award to a manufacturer with better ability to meet the total needs of the members through diversity of product. This particularly important for MFS products where transfers are not permitted. Districts need flexibility to change items to meet student acceptability and to utilize PAL dollars to the best of their ability. Quantities of similar items may be combined during the award process and this additional information communicated to manufacturers for projected usage. Student tastings are conducted at multiple districts and results submitted to MPA for SPA to use in evaluating products for awards.

BID AWARD: Santa Fe ISD reserves the right to award bids to a single per raw material vendor or on a line item basis, whichever proves most advantageous to the districts. Awarded vendors may or may not receive new diverted pounds. Current vendors may be awarded to utilize rollover pounds.

DELIVERY: Prices bid shall be delivered pricing to designated destination when minimum ships are met.

SALES TAX: Santa Fe ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Santa Fe ISD or SPA individual member. SPA members, nor MPA shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or proposed vendors. In addition each member must comply with local district ethics standards. Meals in a group setting with an education component are acceptable.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Santa Fe ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Santa Fe ISD will not accept substitutes after item(s) have been awarded as specified. Santa Fe ISD reserves the right to accept or reject any, all or none of the bid exception(s)/ substitution(s), as deemed in the best interest of Santa Fe ISD.

ADDENDA: Any interpretations, corrections or changes to this bid and specifications, will be made by addenda. Sole issuing authority of addenda shall be vested in Donna Davis of DLD Market Place Alliance, LLC. Inquiries shall be made in the form of an email to marketplacealliance@reagan.com. Addenda will be emailed to all who are known to have received a copy of the bid.

CHANGE ORDERS: No oral statement of any person shall modify otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Santa Fe ISD Chief Financial Officer.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Santa Fe ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by an person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Santa Fe ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Santa Fe ISD growing out of such injury or damages.

CONTRACT: This bid, when properly accepted by Santa Fe ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Santa Fe ISD. No different or additional terms will become a part of this contract with the exception of change orders.

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) days written notice and justification. The successful bidder must state therein the reasons for such 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.

REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Santa Fe ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Santa Fe ISD, the district may on ten (10) days notice terminate this agreement and receive the pro-rata portion of the contract sum paid to the vendor by Santa Fe ISD for the unexpired term of the agreement.

BREACH OF CONTRACT or default authorizes Santa Fe ISD to exercise any or all of the following rights:

- Santa Fe ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
- Santa Fe ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Santa Fe ISD. In such event, the district may charge the successful bidder the difference for any additional cost of such bid items.

IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Santa Fe ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Santa Fe ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

BIDDER, IN SUBMITTING THIS BID, agrees that Santa Fe ISD shall not be liable to prosecution for damages in the event that Santa FE ISD declares the bidder in default.

GRACE PERIOD: Santa Fe ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful bidder by Santa Fe ISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Santa Fe, Texas, by registered or certified mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Santa Fe ISD from claim involving infringements of patents and /or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Santa Fe ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Santa Fe ISD Business Department and the successful bidder.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Santa Fe ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Santa Fe ISD.

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.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Santa Fe ISD.

SILENCE OF SPECIFICATION: the apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

FORCE MAJEURE: Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

EQUAL EMPLOYMENT OPPORTUNITIES LAWS: Successful bidder will be required to comply with applicable equal employment opportunity laws and regulations.

INVOICES: See Scope of Work for invoicing details.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must submit a Conflict of Interest Questionnaire, if required, no later than the seventh (7th) business day after the date the person becomes aware of facts that require the statement to be filed, as required by Local Government Code, Section 176.006.

ALL VENDORS OR CONTRACTORS DOING DIRECT SHIP FFS must have Form W-9 Request for Taxpayer Identification Number and Certification on file with district.

ALL VENDORS MUST ALSO INCLUDE: A Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with the bid.

ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO THE BUSINESS DEPARTMENT AT (409) 925-9026.

NOTE: Santa Fe ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities and/or employment practices.

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 USD 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.

REQUEST FOR PROPOSALS DEFINED:

The intent of this Request for Proposal ("RFP") is to solicit proposals for Commodity Processing/Commercial Match items and to find the best products that suit the needs of the members of the School Purchasing Alliance Cooperative ("Co-op"). The Co-op is utilizing the RFP method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item three (3) Request for Proposals.

BACKGROUND:

There are currently 36 member districts that make up the Co-op for Commodity Processing. Santa Fe ISD is conducting this procurement and has contracted with DLD Marketplace Alliance, LLC ("MPA") to coordinate and manage the purchases made by the Co-op district members. Districts may be added or deleted per their Letter of Commitment entered into with Santa Fe ISD.

BID PROCESS:

Each bidder shall carefully examine all documents and any and all addenda or other revisions, and thoroughly familiarize with all requirements prior to submitting a bid. Should a bidder find discrepancies or ambiguities in or omissions from the bid documents, or should the bidder be in doubt as to the meaning, the bidder shall submit all inquiries in the form of an email no later than five (5) days prior to the proposal due date to Donna Davis of Market Place Alliance, LLC: marketplacealliance@reagan.com. Answers to all inquiries or requests involving substantive matters will be submitted to all proposers of record in addendum form. Any oral communication by the contact person or designee concerning the bid is not binding and shall in no way modify the bid or the obligation of all parties involved.

CONTRACT TERMS AND RENEWALS:

The initial term of the prospective contract is from July 1, 2016 through June 30, 2017. Upon mutual consent of the Co-op and vendor, the contract may be extended for two (2) additional one (1) year periods, with written consent of the vendor presented no later than sixty (60) days prior to the expiration of the contract. Additional terms of renewal in Pricing.

There is to be an additional ninety (90) day transitional period added to the end of the contractual agreement. The contractual prices, terms and conditions are to remain in force during the transitional period.

SPECIFICATIONS:

All prices quoted shall be firm for a period of one (1) year, unless approved through MPA with ten (10) working days notice. Co-op members expect to receive the best prices compared to an individual district, considering the volume of participants. Any price changes shall be negotiated through MPA. In case of pricing increase, the Co-op reserves the right to change product(s).

SPECIAL TERMS AND CONDITIONS:

Audit of True Cost/Audit Deficiencies – MPA and Co-op members reserve the right to audit by procuring pricing from brokers and/or manufacturers.

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 the proposer's employees and/or agents.

Delivery Vehicles – The successful proposer 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 HAACP guidelines; and meet all health and sanitation requirements of the State of Texas, local and federal government.

Drivers – Drivers shall present a neat and clean appearance, be in uniform, show picture ID, and make their 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.

Notification of Late Deliveries – The successful proposer will promptly notify the requesting Co-op member(s) when an item or items cannot be delivered within the specified delivery time (according to the purchase order). If the successful proposer is unable to deliver the requested item within a mutually acceptable time, an alternate of equal or higher value will be supplied at the awarded portion price.

Shipping Container Condition – The successful proposer will ensure all cases, cartons and containers are clean and unblemished.

Shortages – The successful proposer will notify the distributor/RA within 24 hours of orders being placed. Any processor failing to comply with lead times as requested in the Processor Information Form may be disqualified and pounds transferred where possible.

Sanitation/Safety – The successful proposer will warrant that all products will be fresh, clean and wholesome upon delivery, and will be packaged, handled and transported in an acceptable manner. All temperature and sanitation procedures must meet all HAACP guidelines at all times during the deliver process. If the delivered product is determined to be unacceptable by a Co-op member/distributor, in the member's/distributors sole discretion, the Co-op member/distributor has the right to refuse the delivery. If the product has already been delivered, the successful proposer will be required to pick up the unacceptable product and, at the sole discretion of the requesting Co-op member/distributor, a credit shall be issued or an acceptable replacement provided in a timely manner.

Temperature – If applicable, frozen products shall be delivered at the temperature of 0 Fahrenheit or below, with determination by the Co-op member to accept or reject the product if temperature is questionable. Chilled products should be delivered at a temperature between 35 and 40 Fahrenheit. Dry products should be delivered at temperatures no higher than 70 Fahrenheit.

DELIVERY RECEIPTS, INVOICES AND CREDITS (FFS ORDERS DELIVERED DIRECTLY TO RA WAREHOUSE)

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 Delivery

Name of school/site (with Co-op Member District Name) receiving the delivery

Purchase Order number must appear on Invoice or Credit. Separate invoices should be submitted for each separate purchase order.

Signature of authorized employee (Co-op member(s) may not be responsible for payment if authorized signature is lacking

Electronic Invoice – the successful proposer 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. The successful proposer is encouraged to provide the discount for early payments in the Bid Attributes section. This will be considered in the evaluation of the proposal.

Ethics – The successful proposer will not contact individual Co-op members and offer lower pricing on the items awarded on the bid unless offered to the Co-op members as a whole. Co-op members may take appropriate action if unethical behavior on the part of the proposer is discovered, including, without limitations, termination of the contract.

Exchange/Return of Products – If a Co-op member has products to be exchanged or defective products, the successful proposer is to offer guarantee of full credit or partial or full cases.

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

Hazard Analysis Critical Control Point (HACCP) – The successful proposer must complete the HACCP form located in the Bid Attachments section and attach in the Response Attachments Section. This requirement is in accordance with the food safety program requirement established in Section 111 of the Child Nutrition and WTC Reauthorization Act of 2004 (Public Law 108-265). Any product not HACCP compliant may be refused by the Co-op members.

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

Labels – Where labels are applicable, labels should state name of product, list of ingredients, weight, production date and "Use By" date.

License – the successful proposer 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. These items can be attached in the Response Attachments Section.

Manufacturer Discounts – The successful proposer agrees to offer ALL Co-op members (as a whole), any discounts, promotional pricing, incentives or special offers made by the manufacturer during the term of the contract. The prices, terms and conditions for the discounts/promotions will be communicated in a timely manner to the Co-op members. Should the discounts, promotional pricing, incentives or special offers not be made available to all Co-op members, the successful proposer will reimburse each participating member of the Co-op the difference between the total dollar amount of the purchase orders for the item(s) in question (based on the Co-op 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 the Co-op and is non-negotiable.

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

Material Safety Data Sheets (MSDS) – A complete MSDS for chemicals must be attached in the Response Attachments Section of this proposal when applicable.

Pricing –All pricing requirements apply to both commodity FFS, commercial/commodity, and commercial match products. Pricing must be firm for 1(one) year with the exception of a well documented market-wide event fully documented using the PPI.

If an extension is requested for renewal in year 2(two) or 3(three) the successful proposer shall submit proof of change in cost on manufacturer letterhead. The successful proposer shall submit all required documentation to MPA for approval of price change by the members; approved price increases shall be effective at the beginning of the new contract year July 1. The Co-op has sole discretion to determine whether to approve a price change request.

ANY AND ALL PRICE CHANGES, NOT A RESULT OF A CHANGE IN THE COST USDA RAW MATERIALS, MUST BE DOCUMENTED USING THE PPI FOR A SPECIFIC INGREDIENT OR PROCESS INVOLVED IN THE PRODUCTION OR DELIVERY OF THAT PRODUCT. (EX: INGREDIENT INVOLVED IN PRODUCT PRODUCTION OR FUEL FOR DELIVERY

If renewal price increases are not properly documented SPA may put out a new RFP for the raw materials/items affected. All terms and conditions apply to renewal pricing.

Renewal pricing will be requested for products/raw materials prior to timeline required to procure new items where necessary.

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

Containers shall have no defects such as rust, dents, weak seams, etc.

Manufacturer's Standard Identification Label must be permanently affixed to each container

Generic identification of product

Name and address of manufacturer

Trade/brand name of product

Physical and health hazards

Warning statement and precautionary handling instructions

Recommended antidote action

Detailed manufacturer's directions for use
Net contents of container in pounds, ounces or gallons

Product Changes – If manufacturer's product formulations change and/or pack sizes change prior to or during the contractual period, it is the responsibility of the successful proposer to notify DLD Marketplace Alliance, LLC of such changes, in writing immediately.

Product Recall – If a product recall is instituted on an item that has been furnished and/or delivered to the Co-op members, the successful proposer must immediately notify both verbally and in writing MPA and the Co-op members with all pertinent information of recall. The successful proposer will be responsible for all costs associated with replacement product(s), shipping charges, and/or product credit(s). The Co-op members will make the final decision whether a product needs to be credited or replaced by the successful proposer.

Quality – Any order issued as a result of this solicitation, will conform to the specifications and descriptions identified herein. Unless otherwise specified, the successful proposer will not deliver substitutes without prior authorization. The acceptance of a substituted item, which will be handled on a case by case basis, by a Co-op member, should not be construed as blanket authority for the successful proposer to deliver the same items(s) to other Co-op members. 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 items will not exceed the price for the original item

The quality of the substituted items will meet or exceed those of the item being substituted

Renewal – The Co-op and successful proposer will have the right to renew the contract up to two (2) one (1) year terms after the expiration of original one (1) year contract agreement, providing all parties are in agreement to same terms, conditions, and pricing. Additional information in Pricing.

Sanitation Standards – Copies of all city, state, county and/or federal health inspection reports must be furnished to the Co-op as they are updated.

Fees - No fees are charged for Commodity Processing with SPA. No fee may be charged to any manufacturer, or member, on behalf SPA. Any pounds transferred to a SPA member fall under the parameters of SPA and no fees may be charged for the processing of those pounds.

Nutrition Information and Fact Sheets – The successful proposer shall submit:

Nutrition Information

Product Sheets

CN Labels and/or

Manufacturer Certification of meal equivalents

As requested by Donna Davis, DLD Marketplace Alliance, LLC

Proposals may be disqualified for lack of documentation within 5 days of request.

All proposers should be TDA Approved Processors for Texas.

All proposers shall attach a current SEPDS Sheet which includes all items offered.

New Items: New items may be procured during the period in accordance with TDA guidelines.

If a member wishes to purchase a new, unique item, MPA will send out communication to the vendors requesting information and pricing on any competitive/like items. The member will review the information and return an answer to MPA for the item to be added to the contract. Criteria for choice will be the same as followed in the award process. Preference may be shown to products when diverted commodity pounds are already in place to be used towards purchase of the item/s. Once a new item has been approved and added by one member, all members may have access to that item/s.

All members of SPA must comply with all local procurement guidelines.

Instructions for Bidders

The goal of this RFP is to select the best processing partners, along with the best value on the items selected. The co-op will be working together to reduce and combine items.

This RFP has been created in Microsoft Office Excel 07. Please add your information according to the RFP instructions as follows:

Tabs are divided by raw materials. In some cases, as with beef, there is an additional division for breaded and unbreaded. Please use the Specified Items list to designate which of your items meets the specification. If an item meets the Specified Item please fill in the Specified Item Number in the column on the Specified Item Spreadsheet. If the item does not meet a Specified Item it may be offered as an Additional Item on the Spreadsheet "Additional Items." Please do not offer items that do not fall within the spec on the Specified Items Spreadsheet.

"Delivered to Distributor" means the price delivered that includes the NOI value for NOI items. "Delivered to Distributor" for MFS means delivered FFS net of commodity value. Districts who can meet minimum ships may take direct FFS shipments into local warehouses. Commercial match items are guaranteed delivered pricing per the General Conditions.

PLEASE INDICATE ALL IW ITEMS IN THE PRODUCT DESCRIPTION COLUMN

SPA's primary focus will be on the raw materials and items specified. Additional selections with smaller quantities may be awarded along with higher volume selections for convenience of using raw materials.

Failure to fill in all the information could result in loss of the award.

When completed, please submit one original signed copy, 2 additional copies, and an unprotected electronic version on a USB drive on or before the date stated in the Notice Page.

NUTRITIONAL INFORMATION: ADDITIONAL NUTRITIONAL INFORMATION DOCUMENTATION, OTHER THAN WHAT IS REQUIRED ON THE SPREADSHEETS MAY BE REQUESTED DURING THE AWARD PROCESS. ALL NUTRITIONAL INFORMATION DOCUMENTATION WILL BE REQUIRED FOR ALL ITEMS REQUESTED BY MPA WITHIN 4 WEEKS OF THE OFFICIAL AWARD FOR SPECIFIC ITEMS AWARDED.

SIGNED FORMULATION STATEMENTS WILL BE REQUIRED THAT COMPLY WITH USDA/TDA RULES FOR AUDITS.

School District
Alvin
Anderson Shiro CISD
Angleton
Barbers Hill
Beaumont
Bellville
Brazos
Brazosport
Brenham
Cleveland
Coldsprings-Oakhurst
College Station
Columbia Brazoria
Conroe
Deer Park
Diboll
Dickinson
Galveston
Lamar Consolidated
Leggett
Madisonville
Magnolia
Montgomery
Navasota
New Caney
New Waverly
Normangee
Pasadena
Santa Fe
Sheldon
Shepherd
Splendora
Spring
Stafford
Sweeny
Tarkington
Tomball
Waller
Willis

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
- 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
- HACCP-Based Food Safety Plan
- References and Contact Information
- Criminal History Background Form and 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#2016-01-COMMODITY-Commodity Processing**

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. On 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: _____

**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 whom 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 Notification

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 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 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.

Please select ONE choice below:

☐

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

☐

My firm is not owned or operated by anyone who has been convicted of a felony.

☐

My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual (s): _____

Details of conviction _____

Please complete the information below:

Name of Vendor:

(please type or print)

Name of Company Official:

(please type or print)

Signature of authorized agent: _____ Date: _____

CERTIFICATION SHEET

In order for a proposal to be considered, the following information must be provided.
FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION

Company Name _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____ address _____
In business under present name _____ years and _____ months

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT BIDDER

"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.

I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":

MR. MRS. MS. _____
(Circle One) NAME (PLEASE PRINT) _____

POSITION _____

SIGNATURE _____ DATE _____

OR

NONRESIDENT BIDDER

"Nonresident bidder" refers to a person who is not a resident.

IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) _____

Does your "residence state" require bidders whose principal place of business is in Texas to underbid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES _____ NO _____ If "YES", What is that amount or percentage? _____ %

I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:

MR. MRS. MS. _____
(Circle One) NAME (PLEASE PRINT) _____

POSITION _____

SIGNATURE _____ 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 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.*

HACCP-BASED FOOD SAFETY PLAN

Does your company implement a HACCP (Hazard Analysis Critical Control Point) based food safety plan?

_____ yes _____ no

_____ no, but plan to implement by _____
(date)

_____ no, but our company follows safe food handling
procedures

Documentation and monitoring logs must be provided upon request.

There are 13 points that need to be covered:

1. Hazard analysis
2. Critical Control Points established and limits set
3. Planned procedures in place to correct processes when deviation may occur
4. Detailed and accurate record keeping
5. Verification procedures
6. Equipment installation and maintenance
7. Master cleaning and sanitation schedule
8. Orientation for all employees
9. Ongoing training on food safety and HACCP procedures
10. Separation of food and chemical products
11. Time/temperature monitoring
12. Refrigerated dock receiving and loading
13. Pest control

(Authorized Representative –please print)

(date)

(Authorized Representative Signature)

Please email to:

marketplacealliance@reagan.com

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: _____

**AGREEMENT WITH SANTA FE INDEPENDENT SCHOOL DISTRICT
REGARDING CRIMINAL HISTORY BACKGROUND SEARCHES WITH VENDORS/CONTRACTORS**

Santa Fe Independent School District has provided me with the information to be in compliance with Education Code 22.0834 statute in regards to required background searches for all contractor employees working with Santa Fe ISD where direct contact with students is possible. My signature indicates that I will comply with Education Code 22.0834 by conducting background searches and have employees fingerprinted with the DPS-Fingerprint-based Applicant Clearinghouse of Texas-FACT, if requested by Santa Fe ISD, and will not allow any employees not meeting the minimum standard to perform any services in reference to this contract on Santa Fe ISD premises.

Print Name

Signature

Company Name

Date

Attached: Copy of Information from Texas Education Agency Chapter 22 Sec. 22.-834

Instructions to School Contractors Regarding Criminal History Background Searches Under Education Code 22.0834.

Education Code 22.0834 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas-FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The company owner must sign a user agreement with the DPS. To obtain user agreement and more information, please contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
PO Box 149322
Austin, TX 78714-9322
Email: FACT@txdps.state.tx.us
Phone:(512) 424-2365

For faster service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

Company Name
Company Address
Company Phone
Name of company point of contact
Phone of company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes, monitor the site's security and have access to the criminal history data. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After signing the DPS User Agreement for FACT, DPS will provide you with a revised ***FAST Fingerprint Pass*** that will have to be provided to employees and applicants for employment. The employees and applicants will use the ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.

history record information, which may include fingerprints and photographs.

(d) The department shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

(e) Each school district, open-enrollment charter school, and shared services arrangement shall obtain all criminal history record information that relates to a person to whom this section applies through the criminal history clearinghouse as provided by Section 411.0845, Government Code, and shall subscribe to the criminal history record information of the person.

(f) The school district, open-enrollment charter school, or shared services arrangement may require a person to pay any fees related to obtaining criminal history record information under this section.

(g) A school district, open-enrollment charter school, or shared services arrangement shall provide the agency with the name of a person to whom this section applies. The agency shall obtain all criminal history record information of the person through the criminal history clearinghouse as provided by Section 411.0845, Government Code. The agency shall examine the criminal history record information of the person and notify the district, school, or shared services arrangement if the person may not be hired or must be discharged as provided by Section 22.085.

(h) The agency, the State Board for Educator Certification, school districts, open-enrollment charter schools, and shared services arrangements may coordinate as necessary to ensure that criminal history reviews authorized or required under this subchapter are not unnecessarily duplicated.

(i) The department in coordination with the commissioner may adopt rules necessary to implement this section.

Added by Acts 2007, 80th Leg., R.S., Ch. 1372 (S.B. 9), Sec. 9, eff. June 15, 2007.

Sec. 22.0834. CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN CONTRACT EMPLOYEES. (a) This subsection applies to a person

who is not an applicant for or holder of a certificate under Subchapter B, Chapter 21, and who on or after January 1, 2008, is offered employment by an entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services, if:

(1) the employee or applicant has or will have continuing duties related to the contracted services; and

(2) the employee or applicant has or will have direct contact with students.

(b) A person to whom Subsection (a) applies must submit to a national criminal history record information review under this section before being employed or serving in a capacity described by that subsection.

(c) Before or immediately after employing or securing the services of a person to whom Subsection (a) applies, the entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall send or ensure that the person sends to the department information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs. The department shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

(d) An entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall obtain all criminal history record information that relates to a person to whom Subsection (a) applies through the criminal history clearinghouse as provided by Section 411.0845, Government Code. The entity shall certify to the school district that the entity has received all criminal history record information relating to a person to whom Subsection (a) applies.

(e) A school district, open-enrollment charter school, or shared services arrangement may obtain the criminal history record information of a person to whom this section applies through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

(f) In the event of an emergency, a school district may allow a person to whom Subsection (a) or (g) applies to enter school district

property if the person is accompanied by a district employee. A school district may adopt rules regarding an emergency situation under this subsection.

(g) An entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services shall obtain from any 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.), all criminal history record information that relates to an employee of the entity who is employed before January 1, 2008, and who is not subject to a national criminal history record information review under Subsection (b) if:

(1) the employee has continuing duties related to the contracted services; and

(2) the employee has direct contact with students.

(h) A school district, open-enrollment charter school, or shared services arrangement may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a person to whom Subsection (g) applies.

(i) An entity shall certify to a school district that it has received all criminal history record information required by Subsection (g).

(j) The commissioner may adopt rules as necessary to implement this section.

(k) The requirements of this section apply to an entity that contracts directly with a school district, open-enrollment charter school, or shared services arrangement and any subcontractor of the entity.

(l) A contracting entity shall require that a subcontracting entity obtain all criminal history record information that relates to an employee to whom Subsection (a) applies. If a contracting or subcontracting entity determines that Subsection (a) does not apply to an employee, the contracting or subcontracting entity shall make a reasonable effort to ensure that the conditions or precautions that resulted in the determination that Subsection (a) did not apply to the employee continue to exist throughout the time that the contracted services are provided.

(m) A contracting entity complies with the requirements of this section if the contracting entity obtains a written statement from each subcontracting entity certifying that the subcontracting entity has obtained the required criminal history record information for employees of the subcontracting entity and the subcontracting entity has obtained certification from each of the subcontracting entity's subcontractors.

(n) A subcontracting entity must certify to the school district, open-enrollment charter school, or shared services arrangement and the contracting entity that the subcontracting entity has obtained all criminal history record information that relates to an employee to whom Subsection (a) applies and has obtained similar written certifications from the subcontracting entity's subcontractors.

(o) A contracting or subcontracting entity may not permit an employee to whom Subsection (a) applies 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 Section 22.085(a).

(p) In this section:

(1) "Contracting entity" means an entity that contracts directly with a school district, open-enrollment charter school, or shared services arrangement to provide services to the school district, open-enrollment charter school, or shared services arrangement.

(2) "Subcontracting entity" means an entity that contracts with another entity that is not a school district, open-enrollment charter school, or shared services arrangement to provide services to a school district, open-enrollment charter school, or shared services arrangement.

Added by Acts 2007, 80th Leg., R.S., Ch. 1372 (S.B. 9), Sec. 9, eff. June 15, 2007.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1146 (H.B. 2730), Sec. 6.11, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 649 (S.B. 1042), Sec. 1, eff. June 17, 2011.



~~Santa Fe Independent School District~~

Santa Fe ISD CONFLICT OF INTEREST QUESTIONNAIRE

Attached is form CIQ – Conflict of Interest Questionnaire for vendor or other person doing business with local governmental entity.

If for CIQ does **NOT** apply to you as a potential vendor doing business with Santa Fe ISD, please sign the acknowledgement below and return all other necessary documentation.

Board of Trustees and Superintendent of Schools:

1. Billy R. Burns – President
2. J. R. "Rusty" Norman - Vice-Pres
3. Theresa Herzog – Secretary
4. John Rothermel – Trustee
5. Bridget Tacquard – Trustee
6. Sheryl Skufca – Trustee
7. Wayne Logan – Trustee
8. Dr. Wall - Superintendent

I have read and understand the form CIQ – Conflict of Interest Questionnaire, does not pertain to me as a potential vendor doing business with Santa Fe ISD, and will therefore not be returning this form with all other necessary documentation required to successfully bid on this proposal.

Signature of Authorized Agent

Company Name

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

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.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

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

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).

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 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,