



April 4, 2016

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:

**2:00 pm, Tuesday, May 3, 2016 for
RFP# 2016-06-PRODUCE**

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) unprotected electronic version on USB Drive, 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 commercial grocery 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 two (2) 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 that reads "Lee Townsend, CPA".

**Lee Townsend, CPA
Chief Financial Officer**

NOTICE OF INTENTION

The Purchasing Department of Santa Fe ISD is conducting this procurement to establish a contract to a single vendor 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 two (2) additional one-year term (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.

Product(s) considered for award shall be equal or exceed the specifications as defined within the RFP. The over arching goal of SPA is to consolidate items to limit and manage distributor slots in order to procure the best pricing possible from both the selected distributor and manufacturers.

Instructions for Bidders

The goal of this RFP is to select the best distributor partner, along with the best value on the items selected. Not all items that will be purchased are listed on the RFP. 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:

Complete all information on each tab of the Produce Worksheet.

Testing and awarding of alternates will be solely at the discretion of the Co-Op. Complete nutritional information, including any CN or signed analysis sheets MUST be submitted with the RFP for all alternates to be considered. Please do not submit nutritional information for specified items.

If an item is not bid that item will be removed from the tabulation. The distributors are encouraged to offer all items as requested on this RFP.

When completed, please submit one original signed copy, 2 additional copies, and an electronic version on a USB drive.

Only requested information on this RFP will be considered in the award process. Over procurement for the use of tabulation will not be accepted.

Scope of Work

The intent of this RFP is to solicit proposals for produce, and to find the best products that suit the needs of the members of School Purchasing Alliance Co-Op members. Multiple vendors will be awarded. Each participating district will evaluate and make a choice based on the vendor that best serves their needs. Each district will choose one vendor for all produce with the exception of DOD.

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 to Santa Fe ISD per instructions for the opening of the RFP. The pricing will be entered into the Excel Spreadsheets. On the 6 month guaranteed products an additional line may be inserted for one (1) alternate item. Please fill in all areas necessary for the members to tabulate results. You may not need all the fields. Some have already been eliminated by being marked "X". **Any lines left blank will be considered a part of the weekly pricing using the USDA Terminal Market plus fixed fee.**

School Purchasing Alliance represents 36 members who may purchase produce through Interlocal Agreements with Santa Fe ISD. SPA reserves the right to add additional districts during the term of the bid. Schools must participate in grocery in order to use SPA produce awarded vendors.

Term of bid: July 1, 2016-June 30, 2017, with two (2) additional optional renewal years.

Once the contract has been awarded by Santa Fe ISD Board of Trustees, members will receive the bid tabulations to analyze and select their vendor. Vendors must indicate which districts they wish to deliver on the List of Districts.

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 vendors 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

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.

SAMPLES, if applicable or requested, shall be furnished at no cost to Santa Fe ISD. If not destroyed or consumed during the evaluation, samples will be returned to the bidder, by request, at the bidder's expense. Samples received and not requested for return by the bidder, will be considered a donation to the district.

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 listed 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 price bid will not necessarily be the successful bid.

EVALUATION CRITERIA: The evaluation criteria will include but not be limited to: (1) the purchase price; (2) the reputation of the vendor and of the vendor's good or services; (3) evaluation scores on the attributes; (4) the extent to which the goods or services meet the district's needs; (5) systems (technology) and resources (experienced staff) to manage SPA. A sample of the Evaluation Form that will be scored by the members is attached in the Worksheet.

BID AWARD: Santa Fe ISD will award the bid as a Full Service Contract. The bidder shall provide unit prices on quantity specified. In the event of errors, the unit price shall govern.

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

DISCOUNTS: No cash advance discounts will be considered.

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.

DEVIATIONS FROM SPECIFICATIONS: All deviations from specifications must be noted in writing and in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written, not previously submitted as required, will be grounds for rejection of the materials, goods, equipment or services upon delivery.

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 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.

DESCRIPTIONS: Any reference to model, make or manufacturer used in bid specifications is descriptive, not restrictive. References will be used to indicate the type and quality desired by the district. Bids on items of like quality will be considered.

It is the vendor's responsibility to submit sufficient data for SPA to properly analyze an "or equal" item.

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 posted on the Santa Fe ISD website.

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 contracts.

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 with thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Santa Fe ISD approval at any time with thirty (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
- Default in the payment of any fees
- Otherwise perform not 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 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, MPA is the contract administrator with designated responsibility to ensure compliance with contract requirements. 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.

BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data upon request for their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.

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 SPA Cooperative Specifications.

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 BUSINESS WITH SANTA FE ISD must complete a FORM 1295-Certificate of Interested Parties, electronically with the Texas Ethics Commission.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD 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.

School Purchasing Alliance Cooperative SPECIFICATIONS

REQUEST FOR PROPOSALS DEFINED

The intent of this Request for Proposal ("RFP") is to solicit proposals for Produce 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 participating in the Produce RFP. 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.

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. All addendum shall be posted on the Santa Fe ISD website.

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.

There may 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.

SPECIAL TERMS AND CONDITIONS

Pricing Structure:

Options for purchasing are as follows:

1. Firm Pricing on certain items - all other items to be purchased under Weekly Pricing.
2. Weekly Pricing with Fixed Fee Schedule on all items.

Pricing/Pricing Periods - Awarded vendors are required to provide a firm Fee Schedule from date of execution of the contract through June 30, 2017 for all items not purchased under the 6 month firm pricing.

Awarded vendors are required to provide firm pricing for 6 months on all items listed under the Firm Pricing Section. This pricing that is guaranteed for 6 months shall be negotiated in June and December for the following periods: July 1 - Dec 31 and Jan 1 - June 30 each year the contract is awarded/renewed. Renewal Pricing is due to MPA 15 business day prior to the new period.

Individual price increases during the period may be considered on a case by case situation and must be approved by MPA to take effect 10 days after approval. All price changes must be accompanied with documentation using the USDA Terminal Market Price Report. All decreases shall also be extended to SPA members.

Awarded vendors must allow each Co-op member to choose either firm 6 month pricing for the firm pricing items or choose weekly pricing based on True Cost plus the Fixed Fee. Members will be able to choose one option or the other for each pricing period, and may change options for the subsequent pricing period.

Weekly Price Quotes will be True Cost plus Fixed Fee for the next week's delivery to Co-op members. Price quotes need to be provided to all Co-op members Thursday at 3:00 pm for the following week; orders from Co-op members need to be provided to supplier no later than Friday at 2 pm for the upcoming week's deliveries. Audits may be conducted via the USDA Terminal Market Price Report.

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 – The successful proposer will be required to provide all the necessary labor, equipment and delivery vehicles necessary to perform inside deliveries, including coolers and freezers as necessary, to the requesting Co-op member(s). The list of Co-op member districts is attached. SPA may remove or add districts upon mutual agreement of both parties. If this addition or subtraction of a member(s) constitutes a material change, a new RFP will be issued at the time of renewal. It is the responsibility of the successful proposer to coordinate in advance all deliveries with the requesting member(s) of the Co-op and to determine their specific delivery requirements and operational needs.

Delivery Frequency – At minimum, weekly deliveries are to be made to all locations specified by the Co-op members, depending upon the individual needs of each. More than once per week deliveries may be arranged by the individual member(s) and the successful proposer.

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 re-shipped by 10:00 am the next morning unless unusual circumstances occur. Key drop deliveries are acceptable under mutual agreement of the vendor and individual districts. If the distributor cannot meet pre-determined delivery schedules they may be held responsible for overtime payments to employees incurred by the districts at the current rate of payment currently being received by the employee who must stay to accept the order.

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 Co-op member(s) by 2:00 pm on the previous day before delivery of any back order or shortage items. Any items that the proposer fails to deliver on the designated, scheduled delivery date must be re-shipped by 10:00 am the following day. Approved substitutions must be shipped at the same portion cost per the bid award.

Substitutes – Substitutes are defined as any item substituted for a menu item when usage has been communicated to the awarded distributor within the lead time of the manufacturer. In addition, when a substitute must be made, it will be understood that it is portion for portion. Exceptions may be documented with PO dates showing orders were submitted to the manufacturer within that manufacturer's lead time or if the items are short shipped. Documented market shortages do not require individual documentation. The awarded distributor should be knowledgeable enough to work with districts in times of shortages to assist in the usage of diverted pounds by recommending other items from that manufacturer and items set up in the SPA Bid Contract File. They should be knowledgeable enough to recommend appropriate substitutes and able to make the appropriate case adjustments for various pack sizes when requesting substitutes.

When substitutes or shortages occur during the weekly ordering process a full explanation is required back to the schools. The term "discontinued" must be explained as to who is discontinuing it, the distributor or the manufacturer. Terms such as "ETA Undetermined" are unacceptable. A clear answer will be required.

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 HACCP guidelines at all times during the deliver process. If the delivered product is determined to be unacceptable by a Co-op member, in the member's sole discretion, the Co-op member 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, 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.

Clean Air Act Compliance – 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.

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 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
 - Invoices shall be separated into the categories of Food and Non-Food, with separate totals for each category
 - 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.

Code of Conduct – 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.

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 Co-op individual member. Neither Co-op members nor MPA shall solicit and/or 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. All local, state, and federal procurement standards must be followed. Neither Santa Fe ISD nor MPA may be held responsible for any unethical actions on the part of any of the members of the Co-op. Any member who violates these standards may be asked to leave the Co-op.

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, partial credit, 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.

Invoice – At least two (2) copies of the invoice shall be issued directly to the individual Co-op member. The invoice shall include units, unit price and extensions, and reflect FOB pricing plus freight. The invoice must be signed by an authorized employee of the Co-op member district.

Label – 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/Rebates – 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 and 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. All payments shall go directly to the member districts.

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 – The successful proposer shall notify the Co-op member(s) by 2:00pm the previous day, of any partial shipments.

Price Increase Requests – If requesting a price increase for the cost portion during the contract period, the successful proposer shall submit proof of increase in cost on manufacturer/supplier letterhead and any additional information requested by the Co-op members. The successful proposer shall submit all required documentation to the Co-op members for approval of price increase; approved price increases shall be effective ten (10) business days after approval by the Co-op members. The Co-op has sole discretion to determine whether to approve a price increase request. All price increase requests shall be submitted to Marketplace Alliance for approval with the required documentation. If requesting a price increase at the time of renewal, the vendor shall submit proof of increase in cost on manufacturer/supplier letterhead and any additional information requested by the Co-op members.

Buy America Act – Co-op 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. The vendor shall meet the “Buy America” standards as defined in the Child Nutrition Reauthorization Act of 1998. School districts participating in the 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 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% of the processed food comes from American-produced products.

ALL PRICE CHANGES MUST BE DOCUMENTED USING THE PPI, PRODUCER PRICE INDEX.

- **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

Reports – Reports shall be made available to each Co-op member district and include, but not limited to, monthly and year-to-date recaps of purchases by product and school location. Reports shall include categories per request of the member such as vendor number, distributor number, prime vendor name, etc. Reports shall be returned to the requesting district within two (2) business days from the request.

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 portion price offered for substituted items will not exceed the portion 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 expiration of the original one (1) year contract agreement, providing all parties are in agreement to same terms, conditions, and 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.

Usage or Velocity Reports for MPA – Unless otherwise requested ALL reports are to be run on Calendar Months. The successful proposer will provide to MPA and the Co-op electronic usage reports on a monthly basis, which itemize all activities and sales generated by the Co-op members. These reports shall be due within the first five (5) calendar days of the month following the month being tracked. This information will be used to determine the buying trends/usage of the individual items purchased by the Co-op members. The reports information requirements are listed below:

- A listing of all the items purchased by the Co-op members in descending order, with vendor's code numbers, description of products, manufacturer's name and code numbers, price per case, total amount of sales per product and a total for all items. This report will be used for contract management/sell price verification.
- A monthly listing of items by district purchases to include Vendor name, number and distributor number.
- A Contract Pricing Report listing all items with contract pricing, including the price SPA is being charged for fixed as well as variable items. Any variable pricing must be verified by the manufacturer as such. Any changes must be linked to the PPI.

Beginning July 1, 2016 the awarded vendor will generate a total sales report for each calendar month's purchases for all SPA members. "Sales" is defined as the total purchases in dollars, including distributor mark up for all items. That report will be submitted to Santa Fe ISD by the 5th calendar day of the month following the end of the previous month's sales. Santa Fe ISD will generate an invoice calculated using .75% by the 10th day which will be due in full on or before the 25th calendar of that month. Total sales must be broken out by individual district. A late fee of ten (10%), may be assessed on

any payments not received by Santa Fe ISD on or before the 25th calendar day of the month. **Failure to comply may be considered a breach of contract and may result in termination of the contract agreement.**

Protests--RFP protests shall be first addressed with MPA in writing via certified registered mail within 10 business days of the contract approval by the Santa Fe ISD Board of Trustees. MPA will notify TDA and 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 add to the next possible meeting 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 the Co-op. 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.

Nutrition Information and Fact Sheets – The successful proposer shall submit UPON REQUEST FOR SPECIFIED ITEMS:

- Nutrition Information
- Product Sheets

As requested by Donna Davis, DLD Marketplace Alliance, LLC

EXCEPTION: ALL OF THE ABOVE INFORMATION WILL BE DUE AT THE TIME OF OPENING FOR ALL ALTERNATE PRODUCTS OFFERED

Proposals may be disqualified for lack of documentation.

USAGE MANAGEMENT/ORDER GUIDE

The distributor shall appoint a single contact for Co-op usage management. Member districts will work with distributors assigned employees on back-to-school, as well as ongoing usage. That information shall be assimilated into usage information for accurate purchasing by the distributor using menus and items. Districts are to provide all information to the distributor. Failure to provide the necessary information to the distributor shall be reported to MPA. Forecasting involves the past, present, and future needs of the districts that the distributor must have the ability to manage effectively. An Inventory Request Form shall be used by the members to communicate changes in usage to the distributor. The awarded distributor will work directly with MPA to manage usage. All changes in usage submitted to the distributor shall be communicated to MPA with the exception of small special function purchases of normally stocked items. Proper procurement requires any purchasing entity to rebid if a material change is made to the overall purchases.

It is the responsibility of the SPA Primary Contact with MPA to communicate all supply disruptions and document them on manufacturer letterhead in a timely fashion. In the case of a supply chain disruption, the Primary Contact shall work with MPA to develop a list of alternate items that comply with CN regulations to preserve the nutritional integrity of the meals being served and to procure contract pricing on pre-approved substitutions. Dealing with disruptions and substitutions should be conducted in a manner that preserves free, fair, and open competition.

The Order Guide in Excel shall be prepared by the distributor within 10 business days from the approval by the Santa Fe ISD Board of Trustees with all contract pricing in place. ANY changes to the Order Guide must be approved by MPA. Changes in vendors, pack sizes, etc., by the distributor must be approved by MPA. To prepare for a rollover, an Order Guide shall be prepared by the distributor in Excel by March 15th for the next school year, understanding that new pricing will not be in the distributor's system for district ordering until July 1st of that year. An analysis shall be prepared by the distributor showing new pricing and variations with a total variation for the next year.

Communication is key to a successful partnership. The awarded distributor is expected to communicate all issues and changes to MPA that affect Co-op members.

Co-op members shall comply with all local, state, and federal purchasing standards whichever is the most restrictive.

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.

IN ADDITION:

Certificate of Liability Insurance – SPA Cooperative must be listed as a Certificate Holder:

**School Purchasing Alliance Cooperative
C/O Santa Fe ISD
PO Box 370 Santa Fe, TX 77510**

SANTA FE

Independent School District

P.O. Box 370
Santa Fe, TX 77510

BID ACKNOWLEDGEMENT FORM RFP# 2016-06 PRODUCE

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

Having carefully read the General Conditions and any other Specifications listed in this document, the undersigned hereby agrees to furnish all goods and services specified at the prices and transportation costs as proposed. Failure to sign may disqualify this proposal.

By submission of this proposal, the undersigned certifies that:

- This proposal has been independently arrived at without collusion with any 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 on 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 the Santa Fe ISD website;
- 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.

Contractor/Company Name: _____

Address: _____

Signature of Company Official Authorizing RFP: _____

Printed Name of Company Official: _____

Official Position: _____ Date: _____

**SCHOOL PURCHASING ALLIANCE COOPERATIVE
VENDOR CERTIFICATION FORMS**

CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

**CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participant's 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.

- 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.
- Where 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.

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
EXCEEDING \$100,000 IN FEDERAL FUNDS**

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

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

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete an submit Standard Form-LLL, "discloser form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,00 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS,
SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL
FUNDS**

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

**COMPLIANCE CERTIFICATION WITH THE DAVIS-BACON WAGE DETERMINATION ISSUED BY THE
DEPARTMENT OF LABOR**

The Davis-Bacon Wage Determinations are wage determinations issued by the U.S. Department of Labor under the Davis-Bacon and related Acts. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. It is the responsibility of the federal agency that funds or financially assists Davis-bacon covered construction projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contract(s). (See 29 CFR 1.5 and 1.6(b)).

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the programs subject to the Davis-Bacon Act (40 U.S.C. 276a et seq.), and the Regulations of the Department of Labor, 29 CFR Part 5 and the Texas Government Code Section 2258.

COMPLIANCE CERTIFICATION WITH BUY AMERICA PROVISIONS

Compliance with and Enforcement of the Buy American provision on the National School Lunch Program

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n), to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs), to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American Provision (7 CFR Part 210.21(d)), is one of the procurement standards SFAs must comply with when purchasing commercial food products served in school meal programs. The Buy American Provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

CERTIFICATION OF NON-COLLUSION STATEMENT

The respondent certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

The Proposer agrees to comply with all Federal, State and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.

Contractor's Name/Company Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____ Fax Number: _____
Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

**SCHOOL PURCHASING ALLIANCE COOPERATIVE
ANTITRUST CERTIFICATION STATEMENT
(Texas Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Antitrust Laws codified in Texas Business and Commerce Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: _____
Address, City, State and Zip Code: _____
Bidder Signature: _____ Date: _____
Printed Name: _____ Title: _____
Signature of Company Official Authorizing RFP: _____
Printed Name of Company Official: _____
Official Position: _____ Date: _____

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 _____

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)

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:

REMIT TO ADDRESS :

(if different from order address)

Company Name: _____

Company Name: _____

Contact Person: _____

Contact Person: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____

State: _____

Zip Code: _____

Zip Code: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

Email: _____

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

FORM CIQ

For vendor or other person doing business with local governmental entity

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

SANTA FE ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and submitted with proposal to Santa Fe ISD.

Santa Fe ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Santa Fe ISD from entering into a contract resulting from this solicitation with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Santa Fe ISD at the time business entity submits the signed contract/proposal. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom Santa Fe ISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

As a “business entity,” all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with Santa Fe ISD by attaching the completed form to the vendor’s proposal.

Santa Fe ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After Santa Fe ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within (7) seven business days after receiving notice from Santa Fe ISD.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

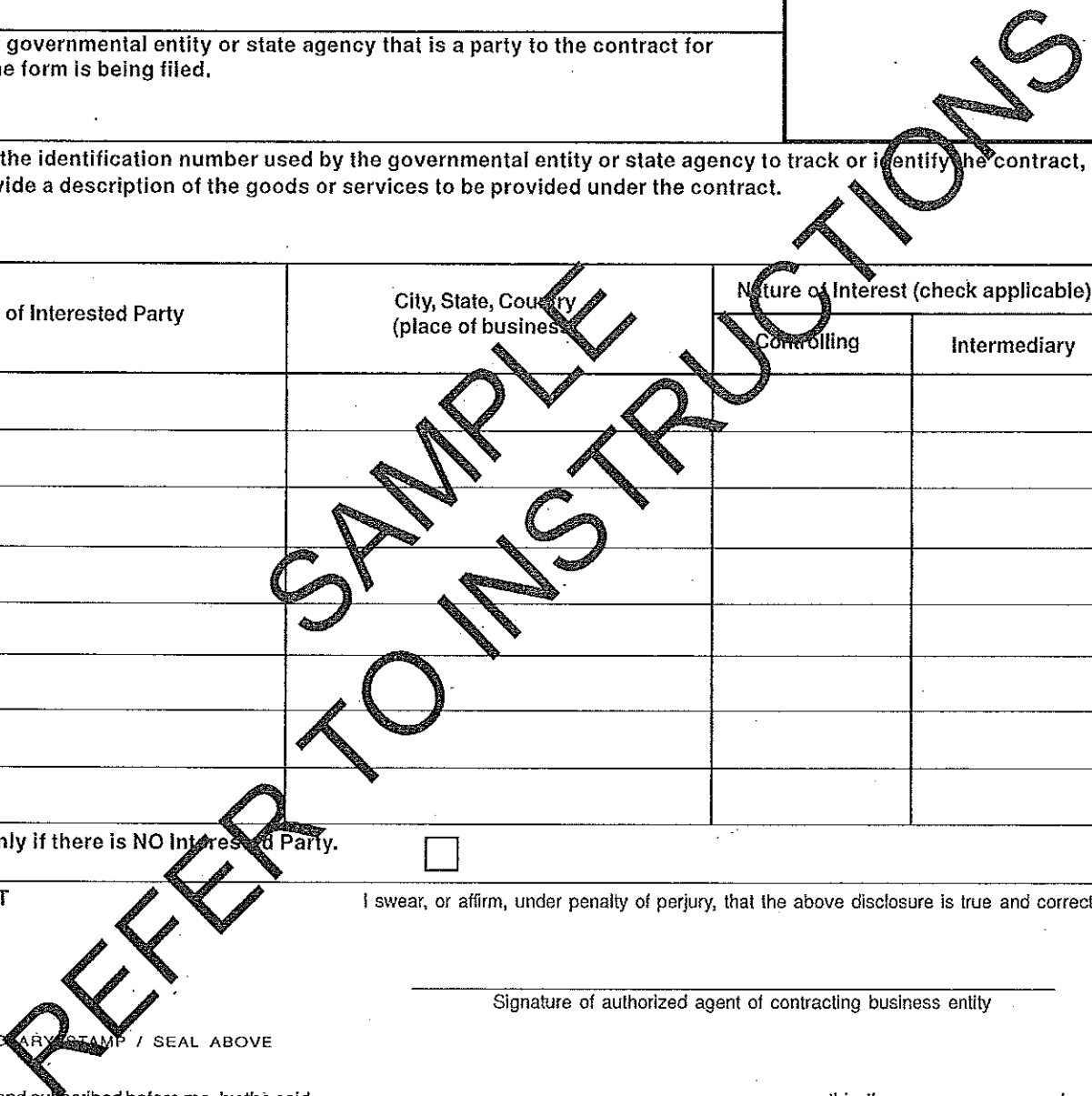
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 ▶
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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,