



April 1, 2018

NOTICE

Sealed proposals addressed to the Santa Fe Independent School District, Attention Lee Townsend, Chief Financial Officer, will be received in the Business Department at the Cowan Education Center, PO Box 370, Santa Fe, Texas 77510 until:

2:30 pm, Friday, April 20, 2018 for

RFP# 2018-005-PRODUCE

At which time, the proposals will be opened and 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 and proposal deemed most advantageous to the district and want 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 USD has contracted with DLD Marketplace Alliance, LLC to coordinate and manage the purchases made by the co-op member districts.

The initial term of the contract shall be from July 1, 2018 through June 30, 2019. The length of the contract award shall be for one (1) year from the date of award, renewable annually for two (2) additional one (1) year terms by mutual consent.

No contract shall be executed until it has been reviewed and approved but the Board of Trustees of Santa Fe ISD, fiduciary agent for the School Purchasing Alliance Cooperative, in a duly called and posted meeting of the Board.

This contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Multiple vendors will be awarded.

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

Lee Townsend, CPA

Chief Financial Officer

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.

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

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

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

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

REFERENCES: Santa Fe ISD may request bidders to supply, with each bid, a list of at least three (3) 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 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 goods 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 is attached in the Worksheet.

BID AWARD: Santa Fe ISD will award a multiple vendors. Ability to serve all members is not a criteria for award.

DELIVERED PRICES: Prices bid shall be delivered pricing to designated destination when minimum shipments are met.

DISCOUNTS: Payment terms are net thirty (30) days. Proposer is encouraged to provide a discount for early payments. Any proposer offering early payment discounts must submit as part of their proposal the flow of this process both for the district and the distributor, such as online payments, etc.

LICENSE: The awarded vendor(s) will provide proof of current USDA License Certificate issued by the Perishable Agriculture Commodity Act and TDA combined Limited Vegetable and Citrus Retailer License, and DOD inspection, if applicable.

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

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

ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Santa Fe ISD.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these

exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Santa Fe ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Santa Fe ISD will not accept substitutes after item(s) have been awarded as specified. Santa Fe ISD reserves the right to accept or reject any, all or none of the bid exception(s)/ substitution(s), as deemed in the best interest of Santa Fe ISD.

ADDENDA: Any interpretations, corrections or changes to this bid and specifications, will be made by addenda. Sole issuing authority of addenda shall be vested in Donna Davis of DLD Market Place Alliance, LLC. Inquiries shall be made in the form of an email to marketplacealliance@reagan.com. Addenda will be 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 contract with the exception of change orders.

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

- Santa Fe ISD reserves the right to review the performance of vendor at all times and;
- Santa Fe ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Santa Fe ISD approval at any time on (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Santa Fe ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

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

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

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATOR: Under this contract, 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 bidders.

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

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

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

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

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

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

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

TERRORIST ORGANIZATIONS/ISRAEL BOYCOTT CERTIFICATION: Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the US Secretary of State; and will not boycott Israel during the term of this Agreement.

Under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between the named company, business or individual with Santa Fe ISD.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD must submit a TERRORIST ORGANIZATIONS/ISRAEL BOYCOTT CERTIFICATION, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270.

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 MUST SUBMIT 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 proposal.

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.

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 that make up the Co-op for Produce Delivery. 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.

CONTRACT TERMS AND RENEWALS:

The initial term of the prospective contract is from July 1, 2018 through June 30, 2019. 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 is to be an additional ninety (90) day transitional period added to the end of the contractual agreement. The contractual prices, terms and conditions are to remain in force during the transitional period.

In the event of a material change SPA will put out a new RFP the following year. For purposes of produce this would be a 20% change either up or down for commercial purchases not affected by DOD or Farm to School.

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, 2018 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. Additional information may be used for price changes with complete documentation from a third party, unbiased source.

Awarded vendors must allow each SPA 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 Spa members. Price quotes need to be provided to all SPA members Thursday at 3:00 pm for the following week; orders from SPA 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 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.

Delivery Frequency - At minimum, weekly deliveries are to be made to all locations specified by the member, depending upon the needs of the member. More than once per week deliveries may be arranged by the individual member(s) and the successful proposer(s). Delivery frequency per district shall be indicated on the List of Districts by each proposer.

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..

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

Temperature – If applicable, frozen products shall be delivered at the temperature of 0Fahrenheit 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 35and 40 Fahrenheit. Dry products should be delivered at temperatures no higher than 70 Fahrenheit.

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.

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

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

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

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

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

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

License – the successful proposer will provide proof of current USDA License Certificate issued by the Perishable Agriculture Commodity Act and a State of Texas Department of Agriculture Combined Limited Vegetable and Citrus Retailer License, and DOD Inspection, if applicable. These items can be attached in the Response Attachments Section.

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

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

Buy American Act - SPA and cooperative members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded. Vendor shall meet the "Buy American" 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 off 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.

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

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

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

Generic identification of product

Name and address of manufacturer

Trade/brand name of product

Physical and health hazards

Warning statement and precautionary handling instructions

Recommended antidote action

Detailed manufacturer’s directions for use

Net contents of container in pounds, ounces or gallons

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

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

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

The price offered for substituted items will not exceed the price for the original item

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

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

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.

Financial Responsibility of Vendor

Beginning July 1, 2018 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-ups. 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 by the 25th of that month. Total sales must be broken out by individual district. **Failure to comply may be considered breach of contract and may result in termination of Agreement.**

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

Nutrition Information

Product Sheets

As requested by Donna Davis, DLD Markplace Alliance, LLC

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

Locally grown shall be defined as Texas and surrounding states. Districts may purchase Locally Grown as availability permits using the Fee Schedule. Invoices may be audited to document that the products comply.

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 SPA individual member. SPA members, nor MPA shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or proposed vendors. In addition each member must comply with local district ethics standards. Meals in a group setting with an education component are acceptable within the most restrictive. All local, state, and federal procurement standards must be followed. Santa Fe ISD nor MPA may be held responsible for any unethical actions on the part of any of the members of SPA. Any member who violates these standards may be asked to leave the Co-Op.

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 Agenda. Protesting parties must be in attendance at the Board meeting for the issue to be considered. Non-attendance will constitute a ruling in favor of the original decision made by SPA. All decisions made by the Santa Fe ISD Board of Trustees are final. Any vendor who submits a proposal is agreeing to these terms of Protest Resolution.

SPA 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



BID ACKNOWLEDGEMENT FOR

RFP# 2018-005 PRODUCE

All vendors must complete the acknowledgment 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 process 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 another 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 negotiation, 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: _____

VENDOR INFORMATION

COMPANY NAME: _____

LEGAL NAME (if different): _____

WEBSITE: _____

PRIMARY ADDRESS: _____

City: _____ State: _____ Zip Code: _____

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

REMIT TO ADDRESS (Payables): _____

City: _____ State: _____ Zip Code: _____

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

CUSTOMER SERVICE EMAIL: _____

DO YOU ACCEPT PURCHASE ORDERS Yes No

PURCHASE ORDER REMIT TO EMAIL: _____

PAYMENT TERMS (Net 30 Days) OR _____ % Discount in Net _____ Days

PRINCIPALS AND KEY PERSONNEL

President/Owner: _____ Email: _____

General Manager: _____ Email: _____

Accounts Manager: _____ Email: _____

Sales Representative: _____ Email: _____

Years in Business: _____ Number of Employees: _____

Business Type (Check all that apply):

Manufacturer or Producer

Service Provider

Independent Contractor

Construction

Distributor

Retailer

Consultant

Wholesaler

Broker

Other

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

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: I, the undersigned Supplier, 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. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another 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.

_____ Initials of Authorized Representative of Supplier

CERTIFICATION OF AUTHORIZATION, PERMITS AND BUSINESS CERTIFICATES REQUIREMENT

For the duration of the contract, Supplier must have and maintain current licenses, permits, fees, business certificates and similar authorizations required by the City of Santa Fe, Galveston County, the State of Texas and the United States Government to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Supplier shall provide copiers of all licenses, business certificates, permits and fees, as being paid and current, that are required to do business by the City, County, State and US Government for the type of business Supplier provides, or seeks to provide to the District.

_____ Initials of Authorized Representative of Supplier

CERTIFICATION OF ANTITRUST STATEMENT – Texas Government Code Section 2155.005

My initials below affirm under penalty of perjury of the laws of the State of Texas that:
I am duly authorized to execute this Proposal/Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Supplier) listed below;
In connection with this proposal, neither I nor any representative of Supplier have violated any provision of the Texas Free Enterprise and Antitrust Act, Business & Commercial Code Chapter 15;
Neither I nor any representative of Supplier have directly or indirectly communicated any of the contents of this proposal to a competitor of Supplier or any other company, corporation, firm, partnership or individual engaged in the same line of business as Supplier.

_____ Initials of Authorized Representative of Supplier

CERTIFICATION REGARDING HAZARD ANALYSIS AND CRITICAL CONTROL POINTS (HACCP)

All products purchased by the District must be manufactured in compliance with HACCP Regulations. Supplier certifies that: all products on this proposal are processed and packaged in a HACCP compliant plant. Supplier further understands that the District requires processors to maintain records and monitoring logs pertaining to HACCP compliance, at a minimum, in the following key areas of HACCP compliance:

- | | |
|---|--|
| Hazard Analysis | Orientation for all employees |
| Critical Control Points established and limits set | Ongoing training on food safety and HACCP procedures |
| Planned procedures in place to correct processes when deviation may occur | Separation of food and chemical products |
| Detailed and accurate record keeping | Refrigerated dock receiving and loading |
| Verification procedures maintenance | Master cleaning and sanitation schedule |
| Master cleaning and sanitation schedule | Time/Temperature monitoring |
| | Pest Control |

Supplier further understands and agrees that documentation and monitoring logs must be verified by an acceptable third party auditing firm or governmental agency and provided to the District upon request. Supplier also understands and agrees that if a processor loses inspection/processing rights or has a recall involving product sold to the District, Supplier must notify the District within 24-48 hours.

_____ Initials of Authorized Representative of Supplier

**CERTIFICATION OF SUPPLIER (AND IF APPLICABLE, SUBCONTRACTOR),
NATIONWIDE CRIMINAL BACKGROUND CHECK**

All contracts must comply with the requirements for criminal background checks. All Suppliers must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any resulting agreement if the District determines that the person or business entity failed to provide notice as required by this paragraph or misrepresented the contract resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. This paragraph is required by state law and exceptions permitted in this advance notice do not limit the following requirements. All suppliers will obtain criminal history record information that relates to an employee, an applicant for employment, or an agent of the contractor or consultant if the employee, applicant, or agent has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present. The contractor or consultant shall certify to the District before beginning work and on no less than an annual basis thereafter that criminal history record information has been obtained. Contractors or consultants shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who has any conviction of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code 21.060 (an offense involving moral turpitude; an offense involving a form of sexual or physical abuse of a minor or student or other illegal conduct in which the victim is a minor or student; a felony offense involving the possession, transfer, sale, or distribution of or conspiracy to possess, transfer, sell, or distribute a controlled substance, as defined by Chapter 481, Texas Health and Safety Code or by 21 U.S.C. Section 801 et. seq.; an offense involving the illegal transfer, appropriation, or use of District funds or other location where students are regularly present. The District shall be the final decision maker of what constitutes a "location where students are regularly present". The violation of this section by a contractor or consultant, shall constitute a substantial failure under any resulting agreement and shall be grounds for termination.

_____ Initials of Authorized Representative of Suppliers

CERTIFICATION OF FELONY CONVICTION NOTIFICATION

Pursuant to Section 44.034 of the Texas Education Code, a person or business entity entering into a contract and/or agreement with the District, must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony. The District may terminate a contract with a person or business entity if the District determines that the person or the business entity failed to give notice as required by Section 44.034 or misrepresented the conduct resulting in the conviction. In such a case, the District will compensate the person or business entity for services performed before the termination of the contact.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check the following as applicable:

- Supplier is a publicly held corporation; therefore, the above reporting requirement does not apply
- Supplier is neither owned nor operated by anyone who has been convicted of a felony
- Supplier is operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of individual(s):

Detail of conviction(s), attach additional pages if necessary:

_____ Initials of Authorized Representative of Supplier

CERTIFICATION OF INSURANCE REQUIREMENT

I, the undersigned Supplier, do hereby certify that I shall maintain all insurance policies required by and in accordance with CHE (Regulation). I further understand and agree that I must make the certificates of insurance and insurance policies available to the District upon request.

_____ Initial of Authorized Representative of Supplier

CERTIFICATION OF NON-COLLUSION STATEMENT

I, the undersigned Supplier, do hereby certify that:

- a) All statements of fact in said proposal are true,
- b) Said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation,
- c) Said proposal is genuine and not collusive or fraudulent,
- d) Supplier has not, directly or indirectly by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement,
- e) Supplier did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or fraudulent bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal,
- f) Supplier did not, in any manner, directly or indirectly seek by agreement, communication, or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else,
- g) Supplier did not, directly or indirectly, submit a bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said proposer in his business,
- h) Supplier did not provide, directly or indirectly, to any officer or employee of the District, any gratuity, entertainment, meals, or anything of value whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment,
- i) No office or principal of the undersigned Supplier, nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction, of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of and/or agreement with any public entity,
- j) I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

_____ Initials of Authorized Representative of Supplier

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

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 7CFR par 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 an 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.

_____ Initials of Authorized Representative of Supplier

**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 their 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, an 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 an 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 and submit Standard Form-LLL, "Disclosure 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, 000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____Initials of Authorized Representative of Supplier

**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 accordance 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 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

_____Initials of Authorized Representative of Supplier

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

The Davis-bacon Wage Determination, 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.

_____Initials of Authorized Representative of Supplier

COMPLIANCE CERTIFICATION WITH BUY AMERICA 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 National School Lunch Act (NSLA) (42 USC 1760 (n)), requiring school food authorities (SFAs), to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture. Section 12 (n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume), must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. For products procured by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, the product’s food component is considered the agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are: meats/meat alternatives, grains, vegetables, fruits, and fluid milk. Refer to 7 CFR 210.s for full definitions. Any product processed by a winning vendor must contain over 51% of the product’s food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of the schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

I, the vendor, am in compliance with all applicable provisions of the Buy America Provision in the National School Lunch Program.

_____ Initials of Authorized Representative of Supplier

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Santa Fe Independent School District (SFISD), is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any vendor doing business with SFISD, must complete a Conflict of Interest Questionnaire (CIQ), whether or not a conflict of interest exists. A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- 1) has employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003 (a)(2)(A);
- 2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift describe by Section 176.003(a-1); or
- 3) has a family relationship with a local governmental officer of that local governmental entity.

If no conflict of interest exists, please complete Line Item 1 of the CIQ Form, enter N/A on Line Item 3, sign and date.

By law, this form must be completed and submitted to SFISD no later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1). Local Government Code.

Local Government Officers of the Santa Fe Independent School District:

Dr. Leigh Wall – Superintendent of Schools

J.R. “Rusty” Norman – President, Board of Trustees

John Rothermel – Vice President, Board of Trustees

Sheryl L. Skufca – Secretary, Board of Trustees

Eric Davenport – Trustee

Patrick Kelly – Trustee

Wayne Logan –Trustee

John H. Snider – Trustee

Dr. Jacqueline Shuman – Assistant Superintendent for Curriculum & Instruction

Patti Hanssard – Assistant Superintendent for Human Resources

Lee Townsend – Chief Financial Officer

Kathy Oliver – Director of Special Programs

Kim Ross – Director of Learning

Marianne Junco – Director of Finance

Mark Kanipes – Director of Athletics

Bob Atkins – Executive Director of Maintenance, Facilities and Operations

Cherie’ Bowers – Director of Child Nutrition Services

Mark McKinney – Director of Transportation

Rick Morrill – Director of Technology

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

FELONY CONVICTION STATEMENT NOTICE

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

Subsection (b) states, "a school district may terminate the agreement 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 the services performed before the termination of the contract".

Subsection © states, "this section does not apply to a publically held corporation".

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

Contractor's Name/Company Name: _____

Authorized Company Official: (Printed) _____

Please select one and sign below:

Firm is a publicly held corporation; therefore, this reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

Contractor/Firm is neither owned nor operated by anyone who has been convicted of a felony.

Contractor/Firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Details of Conviction: _____

Signature of Company Official

Date

TERRORIST ORGANIZATIONS/ISRAEL BOYCOTT CERTIFICATION

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the US Secretary of State; and will not boycott Israel during the term of this Agreement.

Under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between the named company, business or individual with Santa Fe ISD.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Date

Signature of Company Representative

On This The _____ Day Of _____, 20____, Personally Appeared
_____, the above named person, who after by me being duly
Sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

SB 9 Contractor Certification: Contractor Employees

Background: Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to Santa Fe ISD that they have complied and must obtain similar certifications from their subcontractors. *See SB9 Contractor Certification: Subcontractor attachment.* The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Santa Fe ISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by Santa Fe ISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense or conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Santa Fe ISD that: [check one]:

None of Contractor's employees are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

- Some or all of Contractor's employees are covered employees. If this box is checked, I further certify that:
- 1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - 2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employees from contract duties and notify Santa Fe ISD in writing within three (3) business days.
 - 3) Upon request, Contractor will provide Santa Fe ISD with the name and any other requested information of covered employees so that Santa Fe ISD may obtain criminal history record information on the covered employees.

If Santa Fe ISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at Santa Fe ISD.

I also certify to Santa Fe ISD, on behalf of Contractor, that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Company Name, Title

Date

SB 9 Contractor Certification: Subcontractor

Background: Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Santa Fe ISD and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

Covered employees: Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Santa Fe ISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by Santa Fe ISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense or conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with _____ ("Contractor"), to provide services in connection with the contract between Santa Fe Independent School District ("Santa Fe ISD") and Contractor. I, the authorized signatory for Subcontractor, certify to Santa Fe ISD and Contractor that [check one]:

None of Subcontractor's employees are covered employees, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

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

- 1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- 2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employees from contract duties and notify Santa Fe ISD in writing within three (3) business days.
- 3) Upon request, Subcontractor will provide Santa Fe ISD with the name and any other requested information of covered employees so that Santa Fe ISD may obtain criminal history record information on the covered employees.

If Santa Fe ISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Santa Fe ISD.

I also certify to Santa Fe ISD and Contractor on behalf of Subcontractor, that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Subcontractor Signature

Company Name, Title

Date

SANTA FE ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295 (2018 Update)

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, 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. TEX. GOV’T CODE § 2252.908(1).

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(3).

“Controlling interest” means:

- a) an ownership interest or participating interest in a business entity by virtue of units, percentages, shares, stock, or otherwise that exceeds 10 percent;
- b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries. TEX.ETHICS COMM.RULE 46.3(c).

“Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- a) receives compensation from the business entity for the person’s participation;
- b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- c) is not an employee of the business entity. TEX.ETHICS COMM.RULE 46.3(e).

As a “business entity”, all vendors must electronically complete, print, sign, 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.

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 governmental entity or state agency receives the disclosure. 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.

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015)(mem. op.) (pet. denied) (*available [here](#)*).

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 services, goods, or other property 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

VENDOR DIRECT DEPOSIT AUTHORIZATION

Vendor Direct Deposits are only available to banks within the U.S. Payments to companies not in the U.S. will be made by check in U.S. dollars.

- Use only BLUE or BLACK ink
- Complete all sections as required
- Alterations must be initialed
- Complete all appropriate box(es)
- Attach a voided check, or banking instructions on your bank's letterhead
- SFISD is unable to send direct deposit payments to your bank without one of these attachments
- SFISD will make every effort to process this request within 45 days of receipt of this completed form/attachments

TRANSACTION TYPE

<input type="checkbox"/> New Setup	<input type="checkbox"/> Electronic Purchase Orders	<input type="checkbox"/> Cancellation	<input type="checkbox"/> Change Financial Institution	<input type="checkbox"/> Change Bank Account Number	<input type="checkbox"/> Change Email Notification
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PAYEE IDENTIFICATION

Tax identification number or Federal Employer's Identification (FEI) :	Business Phone:
Name:	City:
Street Address:	State, Zip Code:

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

I authorize Santa Fe ISD to deposit by electronic transfer any and all payments by SFISD, in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or my payments may be erroneously transferred electronically. I understand that SFISD will reverse any payments made to my account in error.

I consent to and agree to be subject to and comply with the National Automated Clearing House Association Rules and Regulations pertaining to Originators and Receivers. I, the undersigned, represent and warrant that I am authorized to execute this document on behalf of the Payee.

Authorized Signature:	Printed Name and Title:	Date:	Phone:
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FINANCIAL INSTITUTION

Financial institution name:	City:	State:
Routing transit number (always 9 digits):	Customer account number:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

EMAIL NOTIFICATION

Email address used for receipt of remittance information:
Email address used for processing purchase orders:

REMITTANCE ADDRESSE(S) AS LISTED ON YOUR INVOICE(S) – Attach separate page if necessary or attach sample invoice(s)

Address:	City:	State:	Zip Code:
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Return the completed, signed form to:
Santa Fe ISD Finance Department
PO Box 370 Santa Fe, TX 77510
Or
accounts.payable@sfisd.org

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.