



**Tejano Center for Community Concerns/
Raul Yzaguirre Schools for Success**

CACFP-At Risk Dinner Program

REQUEST FOR PROPOSALS

2024-2025

VENDED MEALS

Proposal Due: July 8, 2024

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail:

*U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or*

2. Fax: (833) 256-1665 or (202) 690-7442; or

3. Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

LEGAL NOTICE

Notice is hereby given that Tejano Center for Community Concerns, Inc. intends to examine methods to provide meals to approximately 1,000 K– 12th grade students.

No offer of intent should be construed from this legal notice that Tejano Center for Community Concerns, Inc. intends to enter into a contract with any party for vended food service unless, in the sole opinion of the school, it is in the school's best interest to do so.

All costs involved in submitting alternatives to the Tejano Center for Community Concerns, Inc. current food service program shall be borne in full by the interested party and should be included in a total price for each meal.

A copy of the Request for Proposal (RFP) and addition information required to adequately respond to this RFP may be obtained by contacting:

Contact Name: Teresa Mendoza
Title: Child Nutrition Director
Tejano Center for Community Concerns, Inc.
2950 Broadway, St
Houston TX, 77017
713-640-3700
Email address: teresa.mendoza@tejanocenter.org

Tejano Center for Community Concerns, Inc. reserves the right to accept any proposal which it deems most favorable to the interest of the school and to reject any or all proposals or any portion of any proposal submitted which, is not in the best interest of the school.

Publication Date: June 8, 2024, Houston Chronicle

INSTRUCTIONS TO VENDORS

PROPOSALS DUE: July 8, 2024, at 5:00 P.M.

INSTRUCTIONS TO VENDORS

1. At any time prior to the specified time and date set for proposal opening, a Vendor (Note: or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the form provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Sealed proposals are to arrive no later than 5:00 P.M on July 8, 2024, and shall be addressed to:

Contact Name: Teresa Mendoza
Title: Child Nutrition Director/Tejano Center for Community Concerns, Inc.
2950 Broadway St.
Houston TX 77017
713-640-3700

5. Please submit **two (2) copies** of the proposal.
6. Additional information required to adequately respond to this Request for Proposal may be obtained by contacting Teresa Mendoza at 713-640-3700 or teresa.mendoza@tejanocenter.org
7. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
8. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
9. Periods of time, stated as number of days, are calendar days.
10. It is the responsibility of all Vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
11. Awards shall be made with reasonable promptness to the vendor whose proposal in accordance with the Weighted Criteria Evaluation Worksheet best conforms to the invitation and shall be the most advantageous to Tejano Center for Community Concerns, Inc. Award may be made to other than the low-price proposal.

12. Tejano Center for Community Concerns, Inc. Board of Trustees, notwithstanding any other provision of the Request for Proposal (including all attached documents), expressly reserves the right to:

- Waive any insignificant defect or informality in any proposal procedure.
- Reject any or all proposals.
- Reissue a Request for Proposal

13. A proposal, in response to a Request for Proposal, is an offer to contract with Tejano Center for Community Concerns, Inc., based upon the terms, conditions, and specifications of this proposal.

14. Each Vendor shall guarantee to the school that the proposal submitted, and the price offered by the vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.

15. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST TEJANO CENTER FOR COMMUNITY CONCERNS, INC., AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

SIGNATURE PAGE

Proposals shall be received until 5:00 P.M on July 8, 2024, for supplying Tejano Center for Community Concerns, Inc. with vended meal services during the school year of 2024-2025, with options for renewal of the contract not to exceed two additional years.

Sealed proposals, subject to all the conditions and specifications attached hereto, shall be received in the office of Tejano Center for Community Concerns, Inc. and shall be marked on the envelope "Proposal for Vended Meals 2024-2025".

In accepting proposals, Tejano Center for Community Concerns, Inc. reserves the right to reject all proposals to take the action which it deems to be in the best interest of the school.

Additional information required to adequately respond to this Request for Proposal may be obtained from the school business office:

Contact Name: Teres Mendoza
Title: Child Nutrition Director
Tejano Center for Community Concerns, Inc.
2950 Broadway St.
Houston TX 77017
713-640-3700

Contracts entered on a basis of submitted proposals are revocable if contrary to law.

The General Conditions, Specifications and Exhibits hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the above criteria and the attached specifications and have submitted our proposals as requested.

Note: Failure to sign will disqualify bid.

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____

DATE: _____

GENERAL CONDITIONS

Vendor shall agree to provide meal services in accordance with this Request for Proposal of Tejano Center for Community Concerns, Inc. /RYSS Charter School including all present schools, plus any schools or campuses to be added during the course of the contract.

Purpose

The purpose of the **Request for Proposal** is to obtain complete data, from each interested Vendor, to be considered in the award of the vended meals contract for the food service program (CACFP) to enable Tejano Center for Community Concerns, Inc. to determine which vendor is best able to meet the criteria of the School. Each interested Vendor shall furnish as part of this proposal a complete general description of experience in the field of food service under the National School Lunch Program. All statements submitted by the Vendor are required to be complete and accurate. Included shall be the following:

- Name and address of the vending company.
- Documentation of license to do business in the State of Texas.
- Documentation of incorporation.
- Certificate of Liability Insurance must be provided in accordance with specifications of the School. (Note: The School will determine whether the types and amounts of insurance coverage are acceptable.)
- Documentation of size and structure of the company with the qualifications of key Vendor supervisory and support personnel.
- Other such information as the interested Vendor deems pertinent for consideration by the School shall be provided.

Scope of Work

Tejano Center for Community Concerns, Inc. is seeking an organization that is familiar with the following programs:

The Child and Adult Care Food Program (CACFP At-Risk)

A reimbursable CACFP At-Risk delivered in accordance with U.S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Vendors shall deliver reimbursable meals in accordance with the Food Based Menu Planning meal pattern under the National School Lunch Program.

The Vendor shall purchase, to the maximum extent practicable, domestic products for use in the preparation of the meals served under the resulting contract.

The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 8

Reimbursable meals shall be transported by the Vended Meal Company in accordance with state and local sanitation and temperature requirements and delivered to the school sites stipulated and at the times stipulated in Attachment 1.

The reimbursable meals shall be:

- Prepared and prepackaged individually for each student.
- Accompanied by utensils and napkins.

The Center shall be responsible for serving meals to students.

Qualifications for Vendor

Each Vendor must submit for consideration such records of work and further evidence as may be required by the Board of Directors regarding experience, financial standing, and assurance that they have, or will promptly provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal. The qualification data shall be submitted by each Vendor along with the sealed proposal and shall include the information and format as follows:

1. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in good standing with the State of Texas.
2. The Vendor interested in submitting a proposal and providing services to the school under contract should be familiar with the State of Texas and federal laws and regulations pertaining to operations in a public-school setting and vended meal services under the Federal National School Lunch Program. Vendor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders.
3. The Vendor must comply with all state, county, and city health and sanitation requirements.
4. The Vendor should be presently operating a comparable and successful school breakfast and lunch program in a public-school setting following the National School Lunch Program.
5. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Weighted Criteria Evaluation Worksheet.
6. Representatives from the School reserve the right to inspect the Vendor's facilities at any time during the contract and other food service operations under its management during the procurement process or after award of the contract.

PROPOSAL SPECIFICATIONS & SUBMISSIONS

Cost

The Center seeks to operate a cost neutral food service operation and is looking for a vendor who is interested in partnering with the school to accomplish that goal.

The Vendor shall submit:

1. The charge to the School for the Vendor's per-meal fee (shall include all Vendor costs incorporate into that fee) is to be clearly identified as a total cost:
 - Per meal for dinner (CACFP At-Risk)
2. The Vendor must credit monthly for the value of all donated foods received for use in the school year (including both entitlement and bonus food) and including the market value of donated foods contained in processed end products. Credit issued by the Vendor to the School for USDA donated commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled.

These commodities will only be used in the preparation of meals. The Vendor must ensure that it has a perpetual inventory record maintained and submitted to the school on a monthly basis. Failure of the Vendor to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA-donated food.

The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods. The Vendor shall credit the school for the value of all USDA-donated foods received for the use in Sponsor's meal service in the school year, including both entitlement and bonus foods, and including the value of donated foods contained in processed end products.

Innovative Approach with Healthy Options

The school is seeking a Vendor who is progressive and innovative in its approach to providing food services for its students. The school desires to feed as many students as possible each day and this is achieved through a partnership with the company that provides food services.

The school is seeking to create unique menus that meet the criterion as outlined in this RFP. This includes but is not limited to meeting or exceeding USDA standards and the Healthy Hunger Free Kids Act. The innovative approach shall meet/exceed the overall goals of the school as outlined in this offer in providing nutritious, fresh (non-frozen), tasty, healthy, local (whenever possible) meals to its students and in assisting the school in increasing participation rates among students while limiting waste.

Healthy Foods as defined for the purposes of this RFP:

- Provide fresh, nutritious, tasty, and visually appealing meals.
- Provide fresh fruit and/or vegetable with every meal.
- Provide consistent quality control.
- Provide consistent delivery service.
- Provide nutrition advocacy.
- Be NSLP compliant meals (all meals must be eligible for state and federal reimbursement).
- Include NSLP menu recordkeeping and planning necessary to receive reimbursements.
- Be familiar with State and Federal regulations pertaining to operations in a school setting.
- Comply with all state, county and city health and sanitation requirements. RYSS Charter School reserves the right to inspect Vendor's facilities at any time during the contract period.
- Have valid certifications and insurance documents.

Food qualifications:

- Provide fresh vegetable with every lunch meal.
- Provide prepackaged meals for Dinner Program (CACFP)
- Provide a variety of vegetarian and special allergic needs options.
- Must offer whole grains.
- No partially or fully hydrogenated oils.
- No artificial trans fats.
- No deep-fried foods.
- No overly processed foods.
- No high fructose corn syrup.
- No artificial colors, flavors or sweeteners.
- No MSG.
- Foods with little or no added sugar.
- No sodium nitrates and nitrites in meat.
- No animal by-products.
- No mechanically separated meats (aka "pink slime").
- No rBST hormones in milk.
- No BHA & BHT.
- Provide nutritional information for all foods in a manner acceptable to the School.

The Vendor shall submit:

- A 30-day cycle menu for Supper in accordance with the Food Based Menu Planning meal pattern under the National School Lunch Program and Child and Adult Care Food Program.
- An executive summary that demonstrates an outline of their innovative approach to meeting the nutrition and minimal quality standards. Submit forms or outlines that demonstrate how your menus demonstrate healthy, appealing, and freshly cooked, non-frozen meals.
- Description of how to assist the school in increasing participation rates among students.

Service Capability

Vendor Responsibilities

- Below is a list of the Vendor responsibility as they pertain to this proposal:
- Provide a retherm oven, refrigerator, warmer, and steamtable for each site.
- Provide utensils and napkins in sufficient quantity for the number of meals ordered.
- Provide an online ordering system and electronic invoices.
- Deliver meals daily for the following day to location(s) at times specified by the school (see attachment 1)
- Ensure meals are properly cared for (temp, freshness, condition) until they are delivered to the school.
- Provide the School with a monthly menu covering meals for the following month no later than fifteen (15) days prior to the end of each month.
- Maintain all necessary records on the nutritional components and quantities of the meals served at the school and making said records available for inspection by State and Federal authorities upon request.
- Provide responsible and responsive account manager.

Buy American

RYSS adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-

336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodities or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs. Child Nutrition will ensure that FISD purchases domestic food products per the Buy American Provision unless:

- The product needed is not produced or manufactured in the U.S. in enough and reasonable available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the nondomestic product.

School Responsibilities

The school will be responsible for the following:

- Weekly ordering of the number of meals needed for each day of the following week.
- Condition and care of meals after delivery is accepted.
- Service of meals to students, implement Offer vs. Serve for all students for breakfast and lunch meals.
- Maintenance of the premises, equipment, and facilities where meals will be served, and will adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program.
- Distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
- Maintenance of records required to substantiate free and reduced-price meals.
- Payment of invoices to the vendor using a net 60 terms.
- No payment will be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications, or do not otherwise meet the requirement of the agreement.
- If any invoices presented for payment are not paid within the number of days specified, the charges from the invoice may be subject to a late fee, the terms to be outlined in the contract. All late fees will be paid from the school's general fund, not food service account funds.

The Vendor shall submit:

- A description of how the Vendor will ensure both the quality and delivery of the Vendor's responsibilities.
- A description of how the Vendor might assist the school in ensuring both the quality and delivery of the school's responsibilities.

Vendor's Fees

The charge to the School for the Vendor's per-meal fee is to be clearly identified in the proposal as a total cost per meal for breakfast and a total cost per meal for lunch. The per-meal fee shall include all Vendor costs incorporated into that fee.

Experience and References

The Vendor shall submit:

- The duration and extent of experience in the operation of school lunch, breakfast and supper services, or other federal programs.
- A complete list of Texas public schools and locations where the Vendor is currently operating school lunch and breakfast programs. Provide 3 public schools as references including, name and address, length of service, and Contact Name and telephone number of a contact person for each School.
- List Texas school districts/charter schools where the Vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons why.

Nutrition Education and Awareness

The school is committed to implementing and sustaining nutrition education programs as a part of our overall commitment to educating the whole child. We believe these programs are critical in achieving our mission and ensuring our scholars reach their full educational potential and good health. Our food service vendor will play an important role in helping Tejano Center for Community Concerns, Inc./RYSS Charter Schools keep its commitment.

The Vendor shall submit:

- A description of, or materials that, exemplify how the Vendor will be able to support the school in the following areas:
 - a. Promoting healthy eating through classroom lessons and a supportive school environment.
 - b. Curriculum for nutrition education.
 - c. Provide nutrition education through developmentally appropriate, culturally relevant, fun, participatory activities that involve social learning strategies.
 - d. Coordinate school food service with nutrition education to reinforce messages on healthy eating.
 - e. Provide staff involved in nutrition education with adequate preservice and ongoing in- service training
 - f. Involve family members and the community in supporting and reinforcing nutrition education.

EVALUATION OF PROPOSALS

Tejano Center for Community Concerns, Inc. reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the district. The school will evaluate all proposals according to the below criteria. The school reserves the right to approve the selection of any of the Vendor’s employees assigned to work in the district. The school shall retain responsibility for determining student meal prices.

Mandatory Criteria		
1. Must be properly incorporated or licensed to do business in the State of Texas		
2. Must be capable of managing food service operations on a contract basis.		
3. Must not have a record of substandard work.		
4. Must submit a proposal meeting all of the requirements of the <u>Request for Proposal</u> .		
Criteria	Maximum Score	Vendor Score
1. Cost	30	
2. Innovative Approach to Healthy Options	10	
3. Nutrition Education and Awareness	10	
4. Service Capability	20	
5. Experience and References	10	
6. Submission of all required forms <ul style="list-style-type: none"> • Business License • Health Permit • Certificate of Liability Insurance • Attached Exhibits A-C • 21-day menu cycles compliant with NSLP • for CACFP 	20	
Total	100	

EXIHIBIT A

U. S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) 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.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT B
ANTI-COLLUSION AFFIDAVIT**

STATE OF _____)
COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____.

Notary Public (or Clerk or Judge)

My commission expires _____.

EXHIBIT C

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

(1) No Federal appropriated funds have been paid or shall be paid by 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, an employee of a Member of Congress, or any Board Member, officer, or employee of **Tejano Center for Community Concerns, Inc.** 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 shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Tejano Center for Community Concerns, Inc.** 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.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification for this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action. (b.) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or shall be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or shall be expected to perform, and the date(s) of any services rendered. Include all and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348- 0046), Washington, D.C. 20503.

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 9, Section 44.034, Notification of Criminal History, Subsection (a), states “a person of business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contact with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code ~22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute. Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner’s property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner’s property or other location where students are regularly present. Owner shall determine what constitutes “moral turpitude” or “a location where students are regularly present.” Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

- 1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school.
- 2. Any sex offense.
- 3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
- 4. Any other offense the district believes might compromise the safety of students, Staff or property.

This notice is not required of a publicly held corporation.

I, the undersigned agent for the firm named below, certify that I have reviewed the information concerning notification of felony convictions and required criminal history checks and that ALL information furnished is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company Official’s Name (please print): _____

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

Signature of Company Official: _____ Date: _____

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

Signature of Company Official: _____ Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

CERTIFICATE OF RESIDENCY

As defined by Texas House Bill 620, a “nonresident proposer” means a proposer whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

_____ I certify that my company is a “**Resident Proposer**” as defined by HB 620.

_____ I certify that my company qualifies as a “**Nonresidential Proposer**” as defined by HB 620 and its principal place of business is in:

_____, _____
City State

By signing below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Company Name

Signature of Authorized Company Official

AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This Company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, national origin, or handicap and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature

Printed Name & Title

Company Name

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The owner is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Owner or who seeks to do business with Owner must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- If the vendor has an employment or other business relationship with a local government officer of Owner or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- If the vendor has given a local government officer of Owner, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- If the vendor has a family relationship with a local government officer of Owner.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

“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. Texas Local Government Code 176.001(3).

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

“Local government officer” means: (A) a member of the governing body of a local governmental entity. a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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 complete questionnaire 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.

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

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](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(a1); 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 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.

The following provisions are required and apply when federal funds are expended by Tejano Center for Community Concerns, Inc. for any contract resulting from this procurement process. TCCC/RYS is the grantee, sub-grantee or sub-recipient by definition.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by TCCC, TCCC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

2. Termination for Cause or Convenience:

Termination for Cause: TCCC may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide TCCC, upon request, with adequate assurances of future performance. TCCC shall provide the Contractor with a written notice thirty (30) days prior to the contract termination date. In the event of termination for cause, TCCC shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to TCCC for any and all rights and remedies provided by law. If it is determined that the TCCC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. The Contractor may also terminate this contract under the same set of aforementioned conditions. Termination for Convenience: TCCC may terminate this contract for any reason, provided that the Contractor is provided with a prior sixty (60) days' written notice of the effective date of such termination (the "Termination for Convenience Date"). The Contractor may also terminate this contract under the same set of aforementioned conditions.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all grantee or sub-grantee purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference.

Vendor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all grantee or sub-grantee prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at

www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all grantee or sub-grantee contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the grantee or sub-grantee's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401- 7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify grantee or sub-grantee with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply for or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Grantee or sub-grantee purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Grantee or sub-grantee may require confirming estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a grantee or sub-grantee may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a grantee or sub-grantee, Vendor agrees to provide information and negotiate with the grantee or sub-grantee regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the grantee or sub-grantee shall not exceed the awarded pricing, including any applicable discount, under Vendor's Contract.

12. General Compliance and Cooperation with Grantee or sub-grantees:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a grantee or sub-grantee, it shall make a good faith effort to work with grantee or sub-grantees to provide such information and to satisfy such requirements as may apply to a particular grantee or sub-grantee purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES , I agree or NO , I do NOT agree.	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with grantee or sub-grantees		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name

ATTACHMENTS

ATTACHMENT 1: Current Enrollment by Campus, Delivery sites and time.

ATTACHMENT 2: School Calendar for 2024- 2025

ATTACHMENT 1

Current Enrollment by Campus, Delivery sites and time:

Daily deliveries for the following day between 9:30 A.M. – 10:30 A.M at the following locations.

Main Campus – 1,000 students
2950 Broadway St.
Houston, TX 77017

2024-2025 ACADEMIC CALENDAR

RAUL YZAGUIRE SCHOOLS FOR SUCCESS
HOUSTON



July 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- July 24,25,29 New Teacher Induction
- July 30 New Staff Induction
- Aug 12 First Day of Instruction
- Sept 2 Labor Day
- Nov 25-29 Thanksgiving Break
- Dec. 23 - Jan 3 Winter Break
- Jan 20 Martin Luther King Holiday
- Feb 17 Presidents Day
- March 10-14 Spring Break
- March 31 Chavez/Huerta Day
- April 18 Spring Holiday
- May 26 Memorial Day
- June 3 Last day for students
- June 5 Last day for teachers
- Six Weeks Report Cards**
- Aug 12 - Sept 19 Sept 27
- Sept 23 - Nov 1 Nov 7
- Nov 11 - Dec 19 Jan 10
- Jan 7 - Feb 21 Feb 27
- Feb 24 - April 17 April 25
- April 21 - June 3 June 3
- PK Report Cards**
- November 15
- February 27
- June 3 Last day for students
- Important Dates**
- Feb 17 and April 18 Make up days
- Key**
- Holidays
- Teacher PD (No Students)
- Student half day
- Make up days
- First/Last Day
- Cycle Ends
- District Parent Conference Day (No Students)
- Teacher Prep Day(No Students)

January 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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26	27	28	29	30	31	

February 2025

S	M	T	W	T	F	S
						1
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23	24	25	26	27	28	

March 2025

S	M	T	W	T	F	S
						1
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23	24	25	26	27	28	29
30	31					

April 2025

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2025

S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					