SCHOOL NUTRITION PROGRAMS
VENDED MEAL SERVICE

Momentous Institute

REQUEST FOR PROPOSAL
AND
CONTRACT

Contact: Karla Crow
(214) 915-4772

Physical Address
106 E. Tenth St., Dallas, TX 75203

In accordance with Federal law and United States Department of Agriculture policy, this Institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write U.S. Department of Agriculture, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 260-632-9992 (toll free) or (202) 401-0216 (TTD). USDA is an equal opportunity provider and employer.
PROPOSAL ACKNOWLEDGEMENT FORM

Proposal Closing Date: Monday, April 11, 2022
Proposal Closing Site: Momentous Institute, 106 E. Tenth St., Dallas, TX 75203

To: Proposer

1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.

2) This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.

3) Proposer shall complete and have notarized, the provided Non-Collusion Declaration (part of the State Certifications) and include it with proposal response.

1) The respondent hereby certifies, by submission and signature of this proposal that the respondent complies fully with this RFP. In addition, the representative below is duly authorized to sign this proposal on behalf of the responden company, or corporation and fully understands that by virtue of executing and returning this Proposal Form represents complete and unconditional acceptance of the requirements, terms and conditions of this RFP and all appendices and any addendum released hereto.

______________________________________________________________________________
Company Name

______________________________________________________________________________
Federal I.D. #

______________________________________________________________________________
Mailing Address

______________________________________________________________________________
City, State, Zip

______________________________________________________________________________
Respondent Name (printed)

______________________________________________________________________________
Title of Respondent

______________________________________________________________________________
Telephone #

______________________________________________________________________________
Email

______________________________________________________________________________
Respondent Signature

______________________________________________________________________________
Date
I. INTRODUCTION

This document contains a Request for Proposal for providing vended meal food services for Momentous Institute’s School Food Authority’s ("SFA") participation in the United States Department of Agriculture's School Nutrition Programs and sets forth in the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offerory and the SFA.

The Texas Department of Agriculture is not and will not be a party to any contract between a School Food Authority and a food service management company. The School Food Authority has full responsibility for ensuring that the terms of the contract are fulfilled. The Texas Department of Agriculture has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

II. REQUEST FOR PROPOSAL

A. Legal Notice

Notice is hereby given that Momentous Institute, hereinafter referred to as the School Food Authority (SFA), and intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA’s best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA’s opinion, is not in the best interest of SFA.

The Offertory to this RFP will be referred to as the VENDOR, and any contract that may arise from this RFP will be between the VENDOR and the SFA.

B. Request for Proposal

Proposals will be received until 4:00 p.m. on Monday, April 11, 2022, for supplying SFA with food vended meal services during the 2022-2023 school year. SFA requires a fixed meal rate proposal to include all aspects and details needed for meals.

Sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of SFA and shall be marked on the envelope "Vended Meal Service Proposal", and also marked on the envelope the bidder's return address.
In accepting proposals, SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of SFA.

Additional information required to adequately respond to this RFP may be obtained by contacting Karla Crow at (214) 915-4772.

Offertory must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

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

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 260-1026, (866) 632-9992 (toll free) or (202) 401-0216 (TTD). USDA is an equal opportunity employer.

See Standard Terms and Conditions herein below.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offertory and adjustments to the initial proposal.

- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.

As provided herein, under state regulations and SFA’s policy, discussions may be conducted with responsible offertories who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract’s requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offertory.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR § 3016.36.
D. Proposal Submission and Award

Two copies of Competitive Sealed Proposals are to be submitted to:

Momentous Institute
Attention: Karla Crow
106 E. Tenth St.
Dallas, TX  75203

Please note that an electronic version of the vendors' RFP will be requested and necessary within 48 hours after the sealed proposal opening.

Proposals will not be accepted after Monday, April 11 this time. Proposal is to be submitted in a sealed envelope marked "Food Service Vended Meal Proposal."

Timeline of Process:

1) **Monday, April 11, 2022, 4:00 pm**: Proposals Due and opened to check for clerical errors or missing documentation.
2) **Tuesday, April 12, 2022**: Vendors will be notified of errors or missing documentation.
3) **Monday April 18, 2022**: All corrections, missing documents due.
4) **Wednesday, April 20, 2022**: Proposals Scored
5) **Wednesday, May 18**: Board Decision – Winning Vendor must meet Board approval.
6) **Friday, May 20**: Alert winning vendor

SFA reserves the right to accept any proposal which it deems most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

To be considered, each offertory must submit a complete response to this solicitation using the forms provided. No other documents submitted with the RFP and Contract will affect the Contract provisions, and there may be no modifications to the RFP and Contract language. In the event that Offertory modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

Required federal certifications to be completed and submitted with offer include: NONCOLLUSION DECLARATION, SUSPENSION DEBARMENT CERTIFICATION, AND LOBBYING CERTIFICATION. All forms can be found at the end of this proposal.

Award will be made only to a qualified and responsible offertory whose proposal is responsive to this solicitation. A responsible offertory is one who’s financial, technical, and other resources indicate an ability to perform the services required. Offertory shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees. Failure to
furnish such records and evidence, or the inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract. The qualification data shall be submitted by each offertory along with the sealed proposal, and shall include the information and format as follows:

- Offertory must be incorporated or licensed to do business in all counties in the State of Texas.
- Offertory must possess and have access to needed meal equipment (self-contained freezers, convection/warming ovens, 1 or 2 door refrigerators, etc.) or provide an alternative reasonable solution to provide quality meals to students.
- If offertory is doing business with like-school systems and is familiar with the regulations pertaining to operations in such environments, offertory will receive points for that experience in the evaluation of the weight criteria.
- If offertory is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, offertory will receive points for that experience in the evaluation of the weight criteria.

Offertory or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offertory in submitting a proposal.

If additional information is requested, please contact Karla Crow at kcrow@momentousinstitute.org. Any additional information provided to one offertory will be available to all.

E. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

F. Altering, Amending or Withdrawing Proposal

No proposal may be altered or amended after specified time for opening.

G. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.
H. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals arrives, offerer understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract.

I. Final Contract

The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the VENDOR that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section III of the Standard Terms and Conditions.

J. Prohibition Against Contact

Vendors shall restrict all contact with MOMENTOUS INSTITUTE, and its cooperative members, and direct all questions regarding this RFP to the Point of Contact specified in this solicitation. Do not contact members of the Board of Directors, the Executive Director or other employees of MOMENTOUS INSTITUTE or any cooperative member representative. Contact with any of these prohibited individuals after issuance of the RFP and before execution of a contract, may result in disqualification of your Proposal.

K. Samples

Samples may be requested and are to be delivered by the bidder to the attention of Karla Crow, 106 E. Tenth St., Dallas, TX  75203, MOMENTOUS INSTITUTE for examination of such samples.
   a. Notification of sample delivery must be sent to the contact via email and provide estimated delivery date, delivery tracking information, if applicable, actual delivery date, and who signed to accept delivery.
   b. Samples needed for a proposal to be evaluated properly must be delivered within ten (10) working days from the time the vendor is notified.
   c. Each sample must be clearly marked to show the bidder’s name, address, proposal title and proposal item number for which the sample is being proposed.
   d. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

III. STANDARD TERMS AND CONDITIONS

A. Definitions

The following definitions shall apply within this document and its attachments:

1) "Accounting Periods" means each month.
2) “Effective Date” means no later than

3) "Fixed Fee" means an agreed upon amount per meal that is fixed at the inception of the contract

4) “VENDOR’S Proposal” means Vendor’s response to the RFP and Contract.

5) “Program(s)” or “Child Nutrition Program(s)” means the USDA Child Nutrition Programs in which SFA participates.

6) “Proposal” means Vendor Company’s response to the RFP and Contract.

7) “RFP” means SFA’s Request for Proposal and Contract, and all of its attachments.

8) “SFA” or “School means the school food authority as defined in 7 CFR § 210.2

9) “SFA’s Food Service Program” means the preparation and service of food to SFA’s students, staff, employees and authorized visitors, including the following programs: the National School Lunch Program (NSLP), School Breakfast Program (SBP) and/or Universal Free Breakfast Program

10) "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's school children.

11) "TDA" means the Texas Department of Agriculture

12) "USDA" means United States Department of Agriculture, Food and Nutrition Service

B. Scope and Purpose

1) Duration of Contract. Unless it is terminated in accordance with Section III, paragraph L, this Contract will be in effect for a period commencing on or before August 16, 2022 and terminating on June 28, 2022, with the option to renew this contract up to four additional 1-year terms.

2) During the term of this Contract, VENDOR shall provide meals to the SFA’s Food Service Program in conformance with SFA’s agreement with the Texas Department of Agriculture’s (TDA) Food and Nutrition Division (FND)

3) VENDOR shall provide meals and/or snack to the programs listed below at the sites specified by SFA in the Schedule of Food Service Locations and Services provided
which is attached to this Contract as "Exhibit A" and fully incorporated herein.

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Breakfast in the Classroom
- Smart Snacks

4) The VENDOR shall be an independent contractor and not an employer of the SFA. The employees of the VENDOR are not employees of the SFA.

5) SFA and VENDOR agree that this Contract is neither a cost-plus-a-percentage-of-income nor a cost-plus-a-percentage-of-cost contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.15© and 7 CFR §3016.

6) SFA shall be legally responsible for the conduct of SFA’s Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of TDA and USDA regarding the School Nutrition Program.

7) SFA will require one server (employee of VENDOR) to be onsite at during meal service at the school location, Momentous Institute, 106 E. Tenth St., Dallas, TX 75203.

8) SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. VENDOR shall fully cooperate with SFA in resolving review and audit issues, and VENDOR shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud required repayment or restoration of funds, including reasonable attorney’s fees incurred in defending or resolving such issues, that results from VENDOR’s intentional or negligent acts.

9) SFA reserves the right to monitor the meal preparation and service of the VENDOR through periodic onsite visits to ensure that the food service in in conformance with the USDA program regulations. {7 CFR § 210.15 (a) (3)}

10) VENDOR shall maintain all records necessary, in accordance with applicable regulations, for SFA, TDA and USDA to complete required monitoring activities and must make said records available to SFA, TDA, and USDA upon request for the purpose of auditing, examination and review. {7 CFR § 210.16(c) (1)}

11) Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provision of this RFP and Contract and bid specifications.
12) VENDOR shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 3016, 3017, 3018, and 3019; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP) and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit C" and fully incorporated herein by reference.

13) Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State Laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

C. Food Service

1) VENDOR shall provide meals and milk on such days and at such times as requested by the SFA.

2) VENDOR shall provide meals that meet the menu-planning option selected below by the SFA:

- [ ] Traditional Food-Based
- [X] Nutrient Standard Menu Planning

   a. VENDOR shall provide flash frozen or fresh foods each day/week specified type breakfast/lunch meals to be served in the schools/sites listed in Exhibit A.

   b. VENDOR shall provide options for veggie entrees to help meet the needs of the SFA's student population.

3) VENDOR shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority. There will be no additional charge to the student for such substitutions.

4) VENDOR shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student’s parent or legal guardian submits a written request.
for a fluid milk substitute identifying the medical or other special dietary need that restricts the student’s diet. Approval for fluid milk substitutions shall remain in effect until the medical authority or the student’s parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. {Reference 7 CFS § 210.10(g) and 7 CFR § 220.8}

D. Use of Advisory Group/Menus

1) SFA shall establish and the VENDOR shall participate in the formation, establishment, and periodic meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning, if requested. {Reference 7 CFR § 210.16(a) (8)}

2) VENDOR shall serve meals that follow at least a 21-day menu cycle that meet the food specifications contained in Food Specifications, which is attached to this Contract as “Exhibit B” and fully incorporated herein, and that School Nutrition Program requirements. SFA and VENDOR shall agree to Meal Specifications for each meal included in the 21-day cycle menus. At minimum, such Meal Specifications shall include (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade style and condition of each food item and other information that indicated the acceptable level of quality for each food item. A hard copy of these recipes shall be kept on file at SFA.

3) Any changes or variances requested by VENDOR substitutions to SFA menu or lower quality food items shall be justified and documented in writing. VENDOR must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, TDA and USDA for review upon request. {7 CFR 210.16(b) (1)}

E. Purchases

1) Whether SFA conducts its own procurement or whether VENDOR procures products on behalf of SFA, VENDOR may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving VENDOR.

2) SFA must check one of the purchasing options stated herein below. [Note: SFA may not change the purchasing option once it has issued its RFP. Any change would be considered material and require SFA to either begin its procurement process again so that all bidders have the same opportunity or require SFA to pay VENDOR using funds other than School Nutrition funds.]
SFA will do all purchasing for School Nutrition Program.

Except for Section O, Paragraph 2, SFA will do all purchasing for CNP.

For Fixed-Price Per Meal Contracts: VENDOR will do all purchasing for CNP.

3) SFA and VENDOR acknowledge that, to the extent required by 7 CPR § 250.23, SFA must, whenever possible, purchase only food products that are produced in the United States.

4) SFA and VENDOR acknowledge that to the extent required by Texas Education Code §44.042(a), unless preempted by federal law or regulations, SFA or VENDOR, if third box has been checked in paragraph 2 herein above, shall purchase agricultural products produced processed or grown in Texas if the cost and quality are equal.

The availability of Texas products is expected by SFA. The farm to school relationship should be enhanced, encouraged and supported by a vendor supplying goods to SFA. Therefore, SFA will always give preference to items that can be delivered within 24 hours of harvest or production. It is encouraged that the VENDOR submit a list of locally grown, processed, and manufactured items available through them for consideration on a regular basis. The products must be labeled and a good faith effort put forward by VENDOR to purchase local first when available. In keeping with our mission of establishing relationships, we advocate for a fair price to be paid to farmers to help make this important segment of our business sustainable.

**F. USDA-Donated Foods**

1) SFA shall retain title to all USDA-donated foods.

2) VENDOR will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, applicable.

3) SFA shall assure that the maximum amount of USDA-donated foods are received and utilized by VENDOR. {7 CFR § 210.9(b) (15)}

4) SFA shall ensure that VENDOR has credited it for the value of all USDA-donated foods received for use in SFA’s meal service in the school year. {7 CPR§ 250.15(a)}

5) SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. (7 CFR § 250.15)

6) VENDOR shall accept and use all donated ground beef products, and all processed end products, without substitution in SFA’s Food Service Program. Upon termination
of this Contract, VENDOR must return all unused donated ground beef and processed end products to SFA. 7 CFR §205.52(c)

7) VENDOR further agrees to accept and use all other donated foods in SFA's food service. VENDOR may use substituted commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA-donated foods, in SFA’s Food Service Program.

SFA shall consult with the VENDOR in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.

Upon termination of this Contract, VENDOR must, at SFA's discretion, return other unused USDA-donated foods to SFA. The value of other unused USDA-donated foods shall be based on the market value of all USDA-donated commodities received for use in SFA’s food service. Market value shall be the value in USDA’s Electronic Commodity Ordering System at the time the USDA-donated foods are received by SFA. {7 CFR § 250.51(a)}

8) VENDOR is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the SFA. VENDOR agrees that any procurement of end products by VENDOR on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA’s processing agreements. VENDOR shall credit SFA for the value of USDA-donated foods contained at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. {7 CFR § 250.51(a)}

9) 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.

10) VENDOR shall credit SFA for the value of all USDA-donated foods received for the use in SFA’s meal service in the school year, including both entitlement and bonus foods, and including the value of USDA-donated foods contained in processed end products. The manner in which VENDOR shall account for the value of USDA-donated foods is (7 CFR § 250.51):

- Fixed meal rate: VENDOR must subtract from SFA’s monthly bill/invoice the market value of all USDA-donated commodities received for use in SFA's food service. The market value is based on the value in USDA’s Electronic Commodity Ordering System at the time the USDA-donated foods are received by the SFA.

VENDOR is prohibited from cashing out USDA-donated foods and providing a credit to SFA for USDA-donated foods. {7 CFR § 250.13}

11) VENDOR will comply with 7 CFR § 250 concerning storage and inventory
management of USDA-donated foods. VENDOR will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods. Failure by VENDOR to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods.

12) VENDOR shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of VENDOR’s food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA-donated foods. {7 CFR §250.53(a) (10)}

13) VENDOR shall maintain records to document its compliance with requirements to relations to USDA-donated foods in accordance with 7 CFR § 250.54(b). {7 CFR § 250.53(a) (11)}

14) In a Fixed-meal rate contract, the bid rate per meal must be calculated as if no USDA-donated commodities were available.

15) VENDOR acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA-donated foods. {7 CFR § 250.53(a) (12)}

G. Employees

1) VENDOR intends to provide all employees to prepare food and pay staff to deliver food to the SFA’s campuses. SFA will provide individuals to complete POS. VENDOR will be asked to provide a rate for employees, in case needed.

2) VENDOR shall provide Worker’s Compensation coverage for its employees, as required by law.

3) VENDOR shall instruct its employees to abide by the policies, rules and regulations with respect to use of SFA’s premises as established by SFA and which are furnished in writing to VENDOR.

4) VENDOR will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, VENDOR shall immediately restructure the food service staff to avoid disruption of service.

5) VENDOR shall cause all of its employees assigned to duty on SFA’s premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
6) All SFA and VENDOR personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

7) To the extent and in the manner required by state law, VENDOR shall perform a security (background) check on any VENDOR employee that will be working with SFA.

8) VENDOR shall not blacklist or require a letter relinquishment or publish or cause to be published or blacklisted any employee of VENDOR or SFA discharged from or voluntarily leaving the service of VENDOR or SFA with intent of and for the purpose of preventing such employee from engaging in securing other employment for any other corporation, company or individual.

H. Use of Facilities, Inventory, Equipment, and Storage

1) SFA will make available, without any cost or charge to VENDOR, area(s) of the premises in which VENDOR shall render its services. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.

2) At the commencement, termination or expiration of this Contract, VENDOR and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA’s Food Service Program. VENDOR and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, VENDOR shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of VENDOR except through the negligence of VENDOR or its employees, or for any other reason beyond the control of VENDOR. VENDOR and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

3) At the commencement and at the expiration or termination of this Contract, VENDOR and SFA shall jointly undertake a beginning and closing inventory of all supplies. Commodities shall also be inventoried by a separate inventory. VENDOR and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA’s continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. VENDOR shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from: (1) normal wear and tear; or (2) theft, fire or other casualty loss beyond the control of VENDOR and not arising from the negligence of VENDOR or its agents. The value of commodities shall be the market value, which is the value in USDA’s Electronic Commodity Ordering System (ECOS) at
the time the USDA-donated foods are received by SFA.

4) During the course of this Contract, title to all SFA food and supplies shall remain in SFA.

5) VENDOR shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.

6) SFA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of VENDOR.

7) VENDOR shall maintain adequate storage procedures, inventory and control of USDA-donated foods in conformance with SFA’s agreement with TDA.

8) VENDOR shall provide SFA with keys for all food service areas secured with locks.

9) SFA shall provide VENDOR with local telephone service.

10) SFA shall provide water, gas and electric service for the food service program.

11) SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.

12) SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of VENDOR.

13) VENDOR shall not remove any food preparation and serving equipment owned by SFA from SFA’s premises.

14) SFA shall not be responsible for loss or damage to equipment owned by VENDOR and located on SFA premises.

15) VENDOR shall notify SFA of any equipment belonging to VENDOR on SFA premises within ten days of its placement on SFA premises.

16) VENDOR shall comply with all SFA building rules and regulations.

17) VENDOR shall not use SFA’s facilities to produce food, meals or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by VENDOR to SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account.
18) SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.

19) Upon termination of this Contract, VENDOR shall surrender to SFA all of SFA’s equipment and furnishings used in SFA’s Food Service Program in good repair and condition, reasonable wear and tear excepted.

I. Health Certifications/Food Safety/Sanitation

1) VENDOR shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirement of § 210.13(b). {7 CFR § 210.9(b) (14)}

2) VENDOR shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. {7 CFR § 210.16© (2)}

3) VENDOR shall obtain and post all licenses and permits as required by federal, state, and/or local law.

4) SFA/VENDOR shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. {7 CFR § 210.16(a) (7)}

5) SFA/Host Site shall maintain applicable health certification and ensure that VENDOR complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at an SFA facility. {7 CFR § 210.16(a) (7)}

6) SFA shall provide sanitary toilet and hand washing facilities for the employees of VENDOR.

7) SFA/Host Site shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters, with VENDOR being responsible to clean own food service equipment (unless SFA uses its own employees).

8) SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. VENDOR will notify SFA of any problems in this area.

9) SFA shall be responsible for removal of trash and garbage resulting from the food service program in compliance with SFA’s schedule for waste disposal.

10) SFA shall be responsible for all regular food service related to building maintenance with the exception of normal clean up.
11) SFA/Host Site shall clean the kitchen and dining room areas, whereas VENDOR will clean and maintain equipment owned by VENDOR and equipment owned by SFA and used in the serving of food.

12) SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.

13) SFA shall place garbage and trash in containers in designated areas as specified by SFA.

14) VENDOR shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinance, regulations, and rules of federal, state and local authorities, including laws related to recycling.

15) SFA/Host Site shall routinely clean grease traps, ductwork, plenum chambers and roof fans.

16) SFA provides extermination services as needed.

17) Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.

18) VENDOR shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

19) VENDOR agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

20) VENDOR will store all equipment and food, unless SFA chooses to use their own employees.

21) VENDOR will be responsible for the condition and care of meals until they are served, unless SFA chooses to use their own employees.

22) VENDOR will dispose of waste in the appropriate trash receptacles located in the kitchen/cafeteria, unless SFA chooses to use their own employees.

23) VENDOR will obtain and post all licenses and permits as require by federal, state, and/or local law for the Culinary Center where all food is made and prepared.
24) VENDOR, during COVID season and as needed, will provide storage/equipment suitable for transporting food from the kitchen to the cafeteria and/or food service distribution area for online students.

25) VENDOR will provide food wrapped and prepared as necessary for food to be distributed as outlined in #24.

J. Financial Terms

1) All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering a la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the SFA’s Non-Profit Food Service Account.

2) All facilities, equipment and services to be provided by SFA shall be provided at SFA’s expense.

3) Payment Terms/Method

a. (Competitive Sealed Proposals) Fixed-meal Rate Bid-the VENDOR must bid and will be paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on the assumption that no donated commodities will be available for use. The method by which VENDOR will use and account for USDA-donated foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

Price must include everything: equipment, all food items, milk, trays, utensils, labor, and non-labor options.

*Fixed-Price if SFA uses its own employees.*

<table>
<thead>
<tr>
<th>To be completed by the VENDOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Price Per Meal/Meal Equivalent:</td>
</tr>
<tr>
<td>PreK Breakfast $</td>
</tr>
<tr>
<td>K-5 Breakfast $</td>
</tr>
</tbody>
</table>
**Fixed-Price for VENDOR-provided employees at each campus.**

<table>
<thead>
<tr>
<th>To be completed by the VENDOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Price Per Meal/Meal Equivalent:</td>
</tr>
</tbody>
</table>

**PreK**
- Breakfast $\
- Lunch $\
- Snack $\
  $\_\_\_\_\_

**K-5**
- Breakfast $\
- Lunch $\
- Snack $\
  $\_\_\_\_\_

Please provide pricing (if different) for food package options for online/at-home children. Please provide pricing for any a la carte items that may be available for secondary students.
Award Criteria

Proposals will be evaluated by an SFA committee based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of SFA employees familiar with the regulations and requirements of the school nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a VENDOR, that VENDOR will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weight Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points to be Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price/Cost (Primary Consideration)</td>
<td>30</td>
</tr>
<tr>
<td>Management Plan- Vendor’s Plan for Accomplishing Goals Presented in Solicitation and demonstrating flexibility in response to emergency requests/changes</td>
<td>15</td>
</tr>
<tr>
<td>Experience of Vendor- Total Business Experience, Experience with CE’s of Similar Size, Experience Operating Child Nutrition Programs</td>
<td>5</td>
</tr>
<tr>
<td>Financial Condition/Stability, Business Practices</td>
<td>15</td>
</tr>
<tr>
<td>Accounting and Reporting Systems</td>
<td>10</td>
</tr>
<tr>
<td>Quality of Food to be Procured (ability to provide veggie/halal)</td>
<td>15</td>
</tr>
<tr>
<td>Promotion/Marketing in School Food Service</td>
<td>10</td>
</tr>
<tr>
<td>Highest Possible Total</td>
<td>100</td>
</tr>
</tbody>
</table>

The fixed price per meal/meal equivalent may be increased on an annual basis by the yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), on each anniversary date of this Contract will be allowed only if approved in advance by SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 each year. No other fee increases will be allowed.

4) For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, Universal Free Breakfast Program, After School Care Program and Summer Program meals served to children shall be determined by actual count; provided, however, that no payment will be made to
VENDOR for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or (iii) do not otherwise meet the requirements of this Contract.

5) Payment Terms/Method: VENDOR shall invoice SFA within 30 days after the end of each Accounting Period for the total amount of SFA’s financial obligation for the Accounting Period.

6) SFA shall make payment in accordance with the Texas Prompt Payment Act Tex. Gov’t Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from SFA’s Non-Profit Food Service Account.

K. Books and Records

1) VENDOR shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating Statements in a format approved by the SFA no later than 10th day following the month in which services were rendered.

2) VENDOR shall maintain records at SFA’s premises to support all allowable expenses appearing on the monthly operating statements. These shall be kept in an orderly fashion according to expense categories.

3) VENDOR shall provide SFA with a year-end statement.

4) SFA and VENDOR must provide all documents as necessary for the independent auditor to conduct SFA’s single audit.

5) VENDOR shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding VENDOR’s records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR § 210.9[b] [17], 7 CFR § 3016.36[i] [10], and 7 CFR § 3019.48[d])
6) Authorized representatives of SFA, TDA, USDA and USDA’s Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.

7) VENDOR shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

8) VENDOR will provide to SFA document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including Administrative Review circumstances. SFA shall be responsible for notifying VENDOR within three (3) business days of receiving any information from a State Agency of an audit, technical assistance or other action. SFA shall be responsible for forwarding the complete written notification from the governing entity so that VENDOR is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels, and product formulation statements.

L. Term and Termination

1) If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to VENDOR, then SFA shall have the option to terminate this Contract by giving 10 days written notice to VENDOR.

2) In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.

3) In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a “Force Majeure Event”), that party shall be excused from performance for the period of such Force Majeure event exists.
4) In the event of VENDOR's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against VENDOR.

5) VENDOR shall promptly pay SFA the full amount of any meal over-claims, disallowed costs or other or fiscal actions which are attributable to VENDOR's actions hereunder, including those over-claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.

6) SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

7) SFA is allowed to operate this contract for the first year, with the option to renew this contract up to four additional 1-year terms.

8) TERMINATION: The school reserves the right to terminate all of any part of the undelivered portion of any order resulting from this request for proposals with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor if it is deemed in the best interest of the School for convenience.

M. Insurance

1) VENDOR shall maintain insurance coverage and must provide Certificates of insurance to include name and address of VENDOR, limits of liability, effective dates of each policy and policy number. All policies of insurance shall waive all rights of subrogation against MOMENTOUS INSTITUTE and its cooperative members, its officers, employees, and agents. All policies except Statutory Worker’s Compensation shall name MOMENTOUS INSTITUTE as additional insured. The VENDOR's insurance company shall be licensed in the State of Texas and shall be acceptable to MOMENTOUS INSTITUTE. MOMENTOUS INSTITUTE reserves the right to require additional insurance should MOMENTOUS INSTITUTE deem additional insurance necessary, in MOMENTOUS INSTITUTE’s sole discretion. **Proof of insurance coverage must be submitted with the proposal.**

Minimum insurance requirements for any activities conducted on school property:

a. Comprehensive General Liability
   1. includes coverage for:
      i. Premises and Business Operations
      ii. Products-Completed Operations (including onsite service)
      iii. Contractual Insurance
      iv. Broad Form Property Damage
      v. Independent Contractors
      vi. Personal Injury
2. Limits of not less than
   i. $1,000,000 per occurrence limits for bodily injury (including death), personal and advertising injury, products-completed operations, and property damage; $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate
   b. Automobile Liability coverage with a $1,000,000 Combined Single Limit for bodily injury and property damage
   c. Workers’ Compensation – Statutory, Employer’s Liability
   d. Excess Umbrella Liability with a combined single limit of $1,000,000

2) MOMENTOUS INSTITUTE shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.

3) Workers Compensation shall waive any rights of subrogation in favor of MOMENTOUS INSTITUTE

4) VENDOR shall give MOMENTOUS INSTITUTE a minimum of (30) days – notice prior to any modifications or cancellations of said Agreement to maintain coverage as specified above.

5) Notwithstanding any other provision of this Contract, MOMENTOUS ISNTITUTE shall not be liable to VENDOR for any indemnity.

6) VENDOR shall give MOMENTOUS INSTITUTE a minimum of thirty (30) days – notice prior to any modifications or cancellations of any insurance required above.

N. Trade Secrets and Proprietary Information

1) During the term of this Contract, VENDOR may grant to SFA a nonexclusive right to access certain proprietary materials of VENDOR, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by VENDOR) and similar compilations regularly used in VENDOR business operations (“Trade Secrets”). SFA shall not disclose any of VENDOR’s Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of VENDOR. All trade secrets and other confidential information shall remain the exclusive property of VENDOR and shall be returned to VENDOR immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods. Without limiting the foregoing and except for the software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to VENDOR and not SFA. Furthermore, SFA’s access or use of such software shall not create any right, title interest or copyright in
such software and SFA shall not retain such software beyond the termination of this Contract. In the event of any breach of this provision, VENDOR shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of SFA’s obligations under this section are subject to SFA’s obligations under the Texas Public Information Act and any other law that may require SFA to use, reproduce or disclose VENDOR confidential information. This provision shall survive termination of this Contract.

2) Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which TDA and USDA shall have unrestricted rights.

3) During the term of this Contract, VENDOR may not have access to SFA confidential information (“SFA Confidential Information”), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. § 1758 (b) (6)).

0. Regulatory Requirements

Vendors submitting a proposal response to this solicitation are required to complete the following regulatory and legislative provisions. All federal and State required certifications begin on the pages following the Terms and Conditions of this solicitation.

a. **Byrd, Anti Lobbying:** Required inclusions in solicitations/contracts exceeding $100,000 using federal funds; requires a contractor to complete specific forms related to lobbying (influencing or attempting to influence) in connection with obtaining a contract.

b. **Civil Rights/Discrimination:** Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities Required inclusion in solicitations/contracts using federal funds; prohibits discrimination of all eligible program participants based on age, color, disability, national origin, race, and gender.

c. **Clean Air and Water Act and Federal Water Pollution Control Act:** Clean Water Act, 42 U.S.C. 7401-7671q; Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); and Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) Required inclusion when applicable to the services and/or products to be procured for solicitations/contracts exceeding $150,000 using federal funds; requires compliance with all applicable standards, orders, and regulations; prohibits the award of contracts to contractors that are in violation of Clean Air Act. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d. **Contract Work Hours and Safety Standards Act:** 40 U.S.C. 327-330 Sections 103 and 107 as supplemented by Department of Labor regulations (29 CFR Part 5) Required inclusion when applicable to the services and/or products to be procured for solicitations/contracts that involve mechanics or laborers exceeding $100,000 using federal funds; establishes standards for hourly and salaried employees related to workweek and overtime.
e. **Copeland Anti-Kickback Act**  
(18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)  
Required inclusion in construction solicitations/contracts using federal funds; prohibits a contractor or subcontractor from inducing kickbacks from employees.

g. **Davis-Bacon Act**  
40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations (29 CFR Part 5)  
Required inclusion in construction solicitations/contracts exceeding $2,000 using federal funds; requires contractors and subcontracts to include actual wage determinations in bid specifications and contracts.

h. **Energy Policy and Conservation Act**  
Public Law 94-163, 89 Statute 871  
Required inclusion when applicable to the services and/or products to be procured for solicitations/contracts using federal funds; establishes standards for the promotion of energy and water conservation methods when feasibly obtainable.

i. **Equal Employment Opportunity**  
41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60)  
Required inclusion in construction solicitations/contracts using federal funds; prohibits hiring practices that do not provide an equal opportunity of all persons without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

j. **Health and Safety Certifications, Licensing, or Regulations**  
Local, state, or federal health and safety certifications, licensing, or regulations  
Required inclusion in solicitations/contracts using federal funds; requires all contractors to meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers.

k. **Rights to Inventions (Pertaining to Patent Rights, Copyright and Rights)**  
37 CFR 401.2  
Required inclusion, if applicable to solicitations/contracts using federal funds; requires all contractors to observe all applicable patent rights, copyright, and rights laws in operating the program.

l. **Solid Waste Disposal Act**  
Section 6002 as amended by the Resource Conservation and Recovery Act  
Required inclusion to the extent practicable when applicable to the services and/or products to be procured for to solicitations/contracts exceeding $10,000 using federal funds; requires contractors to maximize energy and resource recovery by using recycled materials and/or recycling waste products when reasonable, cost appropriate, and available.82
Required inclusion in solicitations/contracts using federal funds; requires contractors to encourage and facilitate participation by small businesses, minority-owned firms, and women’s business enterprises whenever to the maximum extent possible.

P. Miscellaneous

1) **Emergency Notifications.**

   a. SFA shall notify VENDOR of any interruption in utility service of which it has knowledge. Notification will be provided to:

   Name [VENDOR information]:
   Title:
   Telephone number:
   Alternate telephone number:

   b. SFA shall notify VENDOR of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

   Name [VENDOR information]:
   Title:
   Telephone number:
   Alternate telephone number:

2) **Governing Law.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, shall govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Dallas County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

3) **Headings.** All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

4) **Incorporation/Amendments.** This Request for Proposal and Contract, which includes the attached Exhibits A-H and VENDOR’s proposal documents (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA’s Request for Proposal and Contract and (ii) VENDOR proposal documents. No
modification of amendment to this Contract shall become valid unless it is made in writing signed by the parties, and approved by TDA.

5) **Indemnity.** Except as otherwise expressly provided in this Contract, VENDOR will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorney’s fees and court costs that may rise because of the actions of VENDOR, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or action result from the negligence of SFA, its employees or agents. This clause shall survive termination of this Contract.

6) **Nondiscrimination.** Both SFA and VENDOR agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.

7) **Notices.** All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

   To SFA:  Daniel Knoll  
   Momentous Institute  
   106 E. Tenth St., Dallas, TX  75203  
   dknoll@momentousinstitute.org

   To VENDOR:

   Copy to:  Karla Crow  
   Momentous Institute  
   106 E. Tenth St., Dallas, TX  75203  
   kcrow@momentousinstitute.org

   If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled hereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

8) **Severability.** If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid in full force and effect.
9) **Silence, absence, or omission.** Any silence, absence or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

10) **Subcontract/Assignment.** No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that VENDOR may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.

11) **Waiver.** The failure of VENDOR or SFA to exercise any right or remedy available under this Contract upon the other party’s breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

The evaluation Committee may consist of the following MOMENTOUS INSTITUTE employees: Daniel Knoll, Karla Crow, Patty Pickard, Jessica Gomez, or any employee appointed to the committee. If a real or perceived conflict exists with any of the noted individuals, Vendor must note such conflicts on the enclosed Form CIQ and submit with the proposal.
AGREEMENT

Offertory certifies that the VENDOR shall operate in accordance with all applicable state and federal regulations.

Offertory certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for up to the remainder of the school year and may be renewed by mutual agreement for three additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST: _______________________________

SCHOOL FOOD AUTHORITY:

Momentous Institute

____________________________
Signature of Authorized Representative

Jessica Gomez, Psy.D.
(Name/CFO/CEO/Owner)

____________________________
Executive Director
Title

Date Signed

ATTEST: _______________________________

VENDOR COMPANY:

____________________________
Signature of Authorized Representative

____________________________
Typed Name of Authorized
Representative Title

Date Signed
EXHIBIT A
SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED

LOCATION:  
Momentous Institute  
106 E. Tenth St.  
Dallas, TX  75203

SERVICES PROVIDED

Breakfast / School Lunch/ Smart Snacks

FOOD SERVICE BUDGET – FIXED-MEAL RATE

Momentous Institute  
School Year 2022-2023  
Meals provided (estimated)

<table>
<thead>
<tr>
<th>Total School</th>
<th>PreK3 Breakfast</th>
<th>PreK4 Breakfast</th>
<th>K-5th Breakfast</th>
<th>PreK3 Lunch</th>
<th>PreK4 Lunch</th>
<th>K-5th Lunch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12</td>
<td>30</td>
<td>120</td>
<td>24</td>
<td>30</td>
<td>150</td>
</tr>
</tbody>
</table>

Total Meals Served 366
EXHIBIT B
FOOD SPECIFICATIONS

All food Specifications must meet requirements of the United States Department of Agriculture ("USDA") Food Buying Guide ("FBG"), Texas Public School Nutrition Policy ("TPSNP"), and TDA's Administrative Reference Manual ("ARM").

- All USDA-donated commodities offered to the SFA and made available to VENDOR are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.

- All meat and poultry must have been inspected by USDA and must be free from off color or odor.
  - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
  - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from USDA.
  - For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
  - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.

- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.

- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor, demonstrate satisfactory melt ability; and contain proper moisture and salt content.

- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.
• All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must, at a minimum, meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than attached 21-day cycle menu requirements.

• All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

• All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.

• Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.

• Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.

• If applicable, the food production facility, manufacturing plant, products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.

• Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

• Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration, and must be consistent with State and local standards.
EXHIBIT C
SCHEDULE OF APPLICABLE LAWS

1. VENDOR shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871)

2. VENDOR shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C.-§ 3-27 3-30, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, VENDOR shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanical shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

3. VENDOR shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

4. VENDOR shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instructions 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities.

5. VENDOR has signed the Certification Regarding the Buy American Provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250, which is attached herein and is incorporated by reference and made a part of this Contract.

6. VENDOR has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)

7. VENDOR has signed the Anti-Collusion Affidavit, which is attached herein and is incorporated by reference and made a part of this Contract.

8. VENDOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

9. VENDOR shall comply with the Lobbying Certification, which is attached herein and is incorporated and made a part of this Contract. If applicable, VENDOR has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, or will complete and submit as required in accordance with its instructions.
BYRD ANTI – LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds $100,000.

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 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 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 will 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, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions: https://www.gsa.gov/Forms/TrackForm/33144.

(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.

Proposer Certification for “Byrd Anti-Lobbying:”

☐ YES, I Agree to the above Initial: ________

☐ NO, I do NOT Agree to the above Initial: ________
CIVIL RIGHTS/DISCRIMINATION

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

Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

Proposer Certification for “Civil Rights/Discrimination:”

☐ YES, I Agree to the above  Initial: __________

☐ NO, I do NOT Agree to the above  Initial: __________
CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one/year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Company Name: ___________________________ AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).


C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section II0(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section III(c) or Section III(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharge by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Proposer Certification for “Clean Air and Water Act and EPA:”

☐ YES, I Agree to the above  Initial: __________

☐ NO, I do NOT Agree to the above  Initial: __________
Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the

Company Name

is an equal opportunity employer as defined in the Equal Opportunity Act.

Respondent Name (printed)    Title of Respondent

Respondent Signature    Date
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) – MINORITY & WOMEN’S BUSINESS ENTERPRISE (MWBE), SMALL BUSINESS ENTERPRISE (SBE), AND LABOR SURPLUS AREA (LSA) FIRM PARTICIPATION

Per 2 CFR §200.321 contracting with MWBE, SBE, and LSA firms both as prime and subcontractors is encouraged.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:
   i. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
   ii. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
   v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

The prime contractor must take the affirmative steps outlined above. It will be the responsibility of the prime contractor to pre-qualify and subcontractors offered as Small and Minority Business, Women’s Business Enterprise, and Labor Surplus Area Firm participants. These entities must meet the same minimum standards and requirements as the prime contractor. Proposers shall indicate on their submitted proposals whether or not they are a Small and Minority Business, Women’s Business Enterprise, or Labor Surplus Area Firm and with whom they are certified, e.g. City, State, Federal, and include a copy of the certificate(s)/documentation with the proposal response.

☐ I certify my company is NOT a Historically Underutilized Business (HUB)

☐ I certify my company is a Historically Underutilized Business (HUB) in the following category (check all that apply): Attach copy of HUB or applicable certifications(s).

☐ Minority Owned Business

☐ Women Owned Business

☐ Small Business

☐ Labor Surplus Area Firm

Proposer Certification for “MWBE/SBE/LSA Participation:”

☐ YES, I Agree to the above Initial: __________

☐ NO, I do NOT Agree to the above Initial: __________
The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Debarment and Suspension

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Next Page Before Completing Certification)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<table>
<thead>
<tr>
<th>ORGANIZATION NAME</th>
<th>PR/AWARD NUMBER OR PROJECT NAME</th>
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<tr>
<td>NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)</td>
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<tr>
<th>SIGNATURE(S)</th>
<th>DATE</th>
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</table>
Instructions for Certification

(1) By signing and submitting this form, the prospective primary participant is providing the certification set out on previous in accordance with these instructions.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


(6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier 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 entering into this transaction.

(7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) 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 the 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 System for Award Management (SAM) database.

(9) 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.

(10) Except for transactions authorized under paragraph (6) 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 may terminate this transaction for cause or default.
CONFLICT OF INTEREST

No employee, officer, or agent may participate in the planning, advertising, selecting, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest, see 2 CFR § 200.318(c)(1). Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm consideration for a contract. Chapter 176 of the Local Government Code requires any Vendor that does business with the school district and/or CN purchasing cooperative, to complete a

Conflict of Interest Questionnaire (Form CIQ) in the following situations:
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;
2. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than $100 in the 12-month period (excludes food);
3. Has a family relationship with a local government officer of that local governmental entity; or
4. The amount either of a contract that is executed or under consideration between the vendor and that local governmental entity exceeds $1 million.

The completed conflict of interest questionnaire must be filed with the school district and/or CN purchasing cooperative’s Business Office no 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 of:
   a. An employment or other business relationship with a local government officer, or a family member of the officer;
   b. Giving one or more gifts, as defined above; or
   c. A family relationship with a local government officer.

The vendor filing the questionnaire must:

1. Describe each employment or business and family relationship the vendor has with each local government officer of the local governmental entity;
2. Identify each employment or business relationship with respect to which the local government officer receives, or is likely to receive, taxable income, other than investment income, from the vendor;
3. Identify each employment or business relationship with respect to which the vendor receives, or is likely to receive, taxable income, other than investment income, that:
   a. Is received from, or at the direction of, a local government officer of the local governmental entity; and
   b. Is not received from the local governmental entity; and
4. Describe each employment or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:
   a. Serves as an officer or director; or
   b. Holds an ownership interest of one percent or more.

If no conflict of interest exists, you must type “N/A” on Box 1 of the Form CIQ, sign it, and date it.

A vendor shall file an updated completed questionnaire with the school district and/or CN purchasing cooperative’s Business Office no later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
The school district and/or CN purchasing cooperative’s Business Office shall:

1. Maintain a list of local government officers of the local governmental entity and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire; and
2. Maintain the statements and questionnaires that are required to be filed under this chapter in accordance with the local governmental entity's records retention schedule.

In addition, Chapter 176 of the Local Government Code requires a local government officer to file a Conflict of Interest Disclosure (Form CIS) with respect to a Vendor if:

1. The Vendor enters into a contract with the local government entity or the local governmental entity is considering entering into a contract with the vendor, AND
2. The Vendor has:
   a. 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 receiving taxable income, other than investment income, that exceeds $2,500 during the 12-months 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;
   c. A family relationship with the local government official.
   d. The school district and/or CN purchasing cooperative’s Board of Directors can be found on a separate attachment in the solicitation package.

Failure to comply with Chapter 176 of the Local Government Code requirements is an offense:

1. Class C misdemeanor if the contract amount is less than $1 million;
2. Class B misdemeanor if the contract amount is at least $1 million but less than $5 million; or
3. Class A misdemeanor if the contract amount is at least $5 million.

The governing body of a local governmental entity, at its discretion, may declare a contract void if the governing body determines that a violation of Chapter 176 of the Local Government Code has occurred.
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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.

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)(E), excluding gifts described in Section 176.003(a-1).

7. Signature of vendor doing business with the governmental entity

   Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

If your company “does not” participate in Lobbying Activities, please check this box:
If your company “does” participate in Lobbying Activities, please complete the form.

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
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<td>a. initial filing</td>
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<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
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<td>c. cooperative agreement</td>
<td>c. post-award</td>
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<td>d. loan</td>
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<td>e. loan guarantee</td>
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<td>f. loan insurance</td>
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<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
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<tr>
<td>_____ Prime _____ Subawardee Tier_______, if Known:</td>
<td>Congressional District, if known:</td>
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<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
<th>CFDA Number, if applicable</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
<th>$</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
</table>

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:
Print Name:
Title:
Telephone No.: Date:

Federal Use Only
Authorized for Local Reproduction
Standard Form – LLL (Rev. 7-97)
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. 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 of 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 first 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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 registrant under the Lobbying Disclosure Act of 1995 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).
The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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, DC 20503
FELONY CONVICTION NOTIFICATION

Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

This notice is not required of a publicly held Corporation.

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

<table>
<thead>
<tr>
<th>Company Name:</th>
</tr>
</thead>
</table>

| Authorized Company Official's Name (Printed) |

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

☐ B. My firm is not owned nor operated by anyone who has been convicted of a felony.

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

  Name of Felon:  __________________________________________

  Details of Conviction:  _______________________________________

                                           __________________________
                                           __________________________
                                           __________________________

  Signature of Company Official:  _______________________________________

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Buy American Provision Certification

This Certification is required for all food items domestically grown and processed in the United States, which exceeds 50% domestic end product. Proposer is to provide certification for all products derived from non-domestic products to include Fruit, Vegetables, Grains, Legumes and Oil based products. Failure to certify such items may disqualify award of such line item.

Contracting Entities (CE) are required to retain all documentation for foods purchased as an exception to the Buy American Provision. Documentation must include vendor certification letters, pricing comparison for products also offered as domestic, and questions to vendors in regard to country of origin or other information pertaining to justifications. It is the CE’s responsibility to ensure they are purchasing domestic products to the maximum extent possible.

Vendor certifies that vendor complies with all applicable provisions of the Buy American Act. The Buy American Provision requires school food authorities to schools to purchase, to the maximum extent practicable, domestic commodities or products. For a product to meet the Buy American requirement, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically, and processed domestically. Unprocessed foods must be 100% domestic. See 7 CFR § 210.21(d), and USDA-FNS memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds. Purchases made in accordance with the Buy American Provision must still follow the applicable procurement rules calling for full and open competition.

Proposer Certification, Compliance with Buy American Provision:

☐ YES, Vendor certifies all products bid comply with the above.
☐ NO, Vendor certifies not all products bid comply with the above.

Any exception to the Buy American Provision must be noted on the provided attachment in this solicitation for Buy American Deviations for each food and/or beverage item.

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and Information.

Company Name:

Proposer Certification for “Buy American Provision:”

☐ YES, I Agree to the above Initial: __________
☐ NO, I do NOT Agree to the above Initial: __________
“BUY AMERICAN” WAIVER EXCEPTION LIST

This documentation is required for all food items that are not produced and processed in the U.S. with at least 51% of its agricultural food components, by weight or volume, from the U.S. The Buy American regulations states:

The “Buy American” provisions of Public Law (p.L.) 105-336 under the Richard B. Russell National School Lunch Act allows for an exception when the recipient agency determines that the following instances apply to non-domestic produced products:
   a. There is no domestic alternative source or substitute food product.
   b. Domestic product is not available in the specified quantity or quality.
   c. The cost difference of domestic product vs non-domestic is unreasonable.


PLEASE COMPLETE THE BUY AMERICAN DEVIATIONS ATTACHMENT IN THIS RFP.

If any “domestic alternatives” are available, please provide the pricing comparison for all products on the attachment included in this RFP.
### Buy American Justification Form

This form (or a form with similar information) is required for each foreign food product that is being served in the school child nutrition programs. The purpose of this form is to assist the district in compliance with federal documentation necessary to purchase foreign food products with child nutrition funds.

<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASE UNIT (Example: case)</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED ANNUAL USAGE (How many purchase units?)</td>
<td></td>
</tr>
<tr>
<td>BID COST PER PURCHASE UNIT FOR DOMESTIC FOOD PRODUCT</td>
<td></td>
</tr>
<tr>
<td>BID COST PER PURCHASE UNIT FOR FOREIGN FOOD PRODUCT</td>
<td></td>
</tr>
<tr>
<td>COUNTRY OF ORIGIN OF FOREIGN FOOD PRODUCT</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED ANNUAL COST DOMESTIC FOOD PRODUCT (Annual Usage X Bid Cost per Purchase Unit)</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED ANNUAL COST FOREIGN FOOD PRODUCT (Annual Usage X Bid Cost per Purchase Unit)</td>
<td></td>
</tr>
<tr>
<td>IS DOMESTIC HIGHER THAN FOREIGN?</td>
<td>YES o</td>
</tr>
<tr>
<td>IF YES, IS COST DIFFERENCE SIGNIFICANT?</td>
<td>YES o</td>
</tr>
<tr>
<td>IF YES, WHAT OTHER ALTERNATIVES TO USING FOREIGN FOOD PRODUCTS WERE CONSIDERED? Depending on Volume needed at time of purchase, we source domestic product as often as possible</td>
<td></td>
</tr>
<tr>
<td>AFTER CONSIDERING ALTERNATIVES TO FOREIGN PRODUCT, WERE FOREIGN FOOD PRODUCTS USED?</td>
<td>YES o</td>
</tr>
<tr>
<td>IF YES, EXPLAIN WHY FOREIGN FOOD PRODUCT WAS USED AND AN ALTERNATE PRODUCT WAS NOT USED</td>
<td></td>
</tr>
</tbody>
</table>

---

Child Nutrition Director/Supervisor Signature  
Date
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the ______________________ of _________________, the party making the foregoing proposal.

By submitting an offer, Vendor affirms and certifies the following:

1. The Contractor, including its’ officers, employees, or agents, have not prepared the submitted offer in collusion with any other bidder participating in this procurement solicitation.

2. The contents of their submittal have not been communicated by the Offeror nor by any employee, officer or agent of the offeror to any other person engaged in this type business prior to the official submission deadline.

3. Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this procurement solicitation.

4. The Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient’s decision, opinion, recommendation, vote or other exercise of discretion concerning this procurement solicitation.

5. The Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the school district and/or purchasing cooperative concerning this solicitation based on any consideration not authorized by law.

6. The Vendor has not received any information not available to other Vendors as to give the undersigned a preferential advantage with respect to this bid.

7. The Vendor has not violated any State, Federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like.

8. The Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the school district and/or purchasing cooperative, in return for the person having exercised the person's official discretion, power or duty with respect to this bid.

9. The Vendor has not nor will not in the future, offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the school district and/or purchasing cooperative, in connection with this solicitation.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

_________________________________  ___________________________________________  ___________________________________________
Signature of Officer  Printed Name of Officer  Office

I declare under penalty of perjury under the laws of the State of ________________________________ that the foregoing is true and correct and that this declaration is executed on:

__________________________________________  ___________________________________________
Date  City, State
NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

____________________________
Offeror (Firm)

____________________________
Signature of Offeror or Agent

ATTESTATION

STATE OF _____________ §

COUNTY OF _____________ §

SUBSCRIBED AND SWORN to before me by ___________________________, on this the ___ day of _____________, 20___ to certify which witness my hand and seal of office.

____________________________
Notary Public, State of _____________
CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION
(To be executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more or the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

Proposer Certification for “Worker’s Compensation:”

☐ YES, I Agree to the above Initial: __________

☐ NO, I do NOT Agree to the above Initial: __________

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
CONTRACTOR'S CERTIFICATE

REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition;

2) Establishing a drug-free awareness program to inform employees about all of the following:
   a) The dangers of drug abuse in the workplace;
   b) The person’s or organization’s policy of maintaining a drug-free workplace;
   c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
   d) The penalties that may be imposed upon employees for drug abuse violations;

3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Proposer Certification for “Drug-Free Workplace:”

☐ YES, I Agree to the above Initial: __________

☐ NO, I do NOT Agree to the above Initial: __________
CONTRACTOR'S CERTIFICATE REGARDING

ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time.

Proposer Certification for “Alcoholic Beverage and Tobacco-Free Campus Policy:”

☐ YES, I Agree to the above  Initial: __________

☐ NO, I do NOT Agree to the above  Initial: __________
Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at $250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.

2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.

3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.

5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.

6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222-54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Company Name

Respondent Name (printed)

Respondent Signature

Date
IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF $1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

| Vendor Name/Financial Institution (Printed) | Federal ID Number (or n/a) |
| By (Authorized Signature) | |
| Printed Name and Title of Person Signing | |
| Date Executed | Executed in (city, state) |

OPTION #2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to proposal on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

| Vendor Name/Financial Institution (Printed) | Federal ID Number (or n/a) |
| By (Authorized Signature) | |
| Printed Name and Title of Person Signing | Date Executed |
CIVIL RIGHTS/DISCRIMINATION

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

Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Program Activities: Applicable to contracts using Federal funds - Prohibits the discrimination to all eligible program participants on a basis of age, color, disability, national origin, race, and gender.

Proposer Certification for “Civil Rights/Discrimination:”

[ ] YES, I Agree to the above  Initial: __________

[ ] NO, I do NOT Agree to the above  Initial: __________
SIGNATURE AND DECLARATION OF COMPLIANCE

The undersigned Respondent has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and certifies that:

The Respondent entity named below; that is authorized to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s) he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent.

By signing this I have read the Request for Proposal on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposal.

By signing and executing this proposal, I further certify on behalf of my organization and represent that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient’s decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the school and/or purchasing cooperative concerning this proposal on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this proposal; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the school district and/or purchasing cooperative in return for the person having exercised the person’s official discretion, power or duty with respect to this proposal; the Respondent certifies and represents that it has not nor will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the school district and/or purchasing cooperative in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: ________________________________

Authorized Signature: ________________________________ x

Printed Name: ________________________________
Title: 

Date: 

Company Address (Street): 

Company City, State Zip Code: 

Authorized Person Phone Number: 

Fax Number: 

Authorized Person Email Address: 

Corporate/Company Website: 

DUNS #: 

(If Firm is a Joint Venture, an authorized signature from the representative of each party is required):

Authorized Signature of Joint Party: 

Printed Name: 

Title: 

[REQUIRED NOTARY FOR SIGNATURES ON NEXT PAGE]
[One notary for each signature appearing on the Vendor Affidavits and Certifications]

ATTESTATION

STATE OF _____________ §
§
COUNTY OF _____________ §

SUBSCRIBED AND SWORN to before me by ____________________________, on this the ___ day of _____________, 20___ to certify which witness my hand and seal of office.

____________________________
Notary Public, State of _____________

ATTESTATION

STATE OF _____________ §
§
COUNTY OF _____________ §

SUBSCRIBED AND SWORN to before me by ____________________________, on this the ___ day of _____________, 20___ to certify which witness my hand and seal of office.

____________________________
Notary Public, State of _____________
ATTESTATION

STATE OF ______________ §
COUNTY OF ______________ §

SUBSCRIBED AND SWORN to before me by ____________________________, on this the ___ day of ______________, 20___ to certify which witness my hand and seal of office.

____________________________
Notary Public, State of ____________
FORM W-9

Vendor must submit the most recent version with this Proposal.

Please click on the link provided to download the most current version.

CLICK HERE FOR ONLINE “FORM W-9”