



## REQUEST FOR PROPOSALS

RFP #14-01-04

**NAME: Frozen Food and Staple Groceries - Annual**

The Houston Independent School District (HISD) Food Services Department's vision is to become the greatest urban school food service program in the nation. The Mission of HISD Food Services is to provide students high-quality nutritious meals, impeccably served, and inspire students to develop dietary habits that will improve academic performance and life-long health.

The Houston Independent School District ("HISD" and/or the "District") is soliciting proposals for frozen food and staple groceries that will not only contribute to the achievement of our innovation goals but also help HISD Food Services lead the nation in providing nutritionally sound and satisfactory meals to our students. Proposers are expected to provide: Brand, Packer, Manufacturer Product Code, Net Weight Per Package, Units Per Package, serving size and unit price per individual unit based on a direct shipment to the HISD Food Services Support Facility located at 6801 Bennington Street Warehouse, Houston Texas 77028 to include freight and unloading charges, and delivery lead time in business days for each item proposed. The unit price is for the individual unit requested as noted on the price schedule and should be expressed in dollars and cents. Items not meeting specifications will not be considered for a bid line item. Any products that do not meet specifications can be submitted as part of your company's product catalog. More details regarding catalog submittals are included in Section III, which is the Scope of Work and Specific Conditions section of this RFP. Please see

This RFP is for both commercial and diverted USDA commodity end products. HISD invites food processors to bid direct that 'do or do not' have a state processing agreement (or state participation agreement, as appropriate) with the Texas Department of Agriculture (TDA) for the 2014-2015 school year and each subsequent renewal period, if options are exercised. Regarding divertible end products in this proposal, consideration will be given to those processors that provide "best value" to the district. It is expected that the bulk of processed commodity product ordered through this RFP will commence in the school year 2015-2016 with the first renewal option. Pricing will be negotiated with each renewal as needed.

Pricing is to remain firm for the term of the agreement as the base price bid. Maximum consideration will be given to these proposers. Due to system constraints, submitted pricing must be to no more than two (2) places past the decimal point. Any proposal where the pricing is more than two (2) places past the decimal point will be automatically rounded down to two (2) places past the decimal by the Project Manager. Awarded Supplier may petition for a price increase upon HISD's request to renew but must do so promptly in writing within five business days from HISD's written request to the Supplier to renew for another 12 month bid period. HISD as part of its request to renew may petition for a reduction in price from the Supplier if market prices have dropped and/or are projected to drop for the renewal 12 month bid period. Price increases or decreases shall not exceed 0.025% +/- upon renewal of the bid. Market indexes to be used to base petition for increase or decrease in price shall be the producer price indexes available on USDA Economic Research Service (ERS) website at: <http://www.ers.usda.gov/data-products/food-price-outlook.aspx>.

Award is not promise to divert USDA commodity end product to TDA approved processors. Pricing submitted by TDA approved processors must include the USDA/TDA approved end product data sheet to be considered. All portions of the end product sheet must be complete, especially pounds required to make the end product (DF#) if applicable. The value pass through method to be used should HISD decide to divert a USDA commodity to a TDA approved processor shall be the Direct Discount Sale method.

This proposal secures frozen food and staple groceries needed to meet the menu as well as the federal and state requirements for the HISD school breakfast and lunch programs as more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposals ("RFP").

An original and at least two copies of the proposal must be submitted in accordance with the instructions set out herein to:

Houston Independent School District  
Board Services - Room 1C03  
Attn: Beth Rutherford, Project Manager  
RFP/Frozen Food and Staple Groceries (Food Services)  
4400 West 18<sup>th</sup> Street  
Houston, TX 77092

Each set of the proposal must be submitted in a binder. The original proposal must be labeled "ORIGINAL" and contain original signatures. The two copies of the original must be labeled "COPY." Please copy on one side of the paper only. A USB or CD is required in non pdf. format for the price schedule along with hard copies.

Each binder and any container for the binder(s) must be labeled on the outside with the Proposer's name, address, the RFP number and the RFP name.

Proposals will be received at the above address until February 14, 2014 until 10:00 A.M. (CST). A pre-proposal conference will be held in conjunction with the RFP on Monday, February 3, 2014 @ 2:00 P.M. (CST) at 4400 West 18<sup>th</sup> Street, Houston, TX 77092 in room 1E01. Submitting proposals prior to the pre-proposal conference is not recommended, and such proposals may be rejected by HISD. A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the RFP. Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. HISD will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals must remain open for one hundred twenty (120) days from the proposal due date pending acceptance by HISD.

The District will award this RFP on a line item basis, but reserves the right to award multiple suppliers per line item and/or multiple line items per supplier if deemed "Best Value" to the District. Selection will be based upon the evaluation of all proposals received.

Actual award method will be determined by considering such things as product performance, price, service, quality, and ability to perform according to the terms and conditions of this proposal project to fit the needs of the Food Services Department and provide "Best Value" to the District.

More details regarding evaluation of proposals are included in Section III, which is the Scope of Work and Specific Conditions section of this RFP.

*Gilberto A. Carles*

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Gilberto A. Carles, MBA  
General Manager – Procurement Services

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Date

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## I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

**1.1 GENERAL INFORMATION:** The following instructions by the District are intended to afford Proposer(s) an equal opportunity to participate in the proposal process and provide a predetermined set of criteria representing the District's business and service requirements. This proposal is governed by Texas Education Code (TEC), other applicable Texas state statutes, and all local Board of Education (Board) policies.

**1.1.1 CODE OF SILENCE AND CONFLICTS OF INTEREST:** The Board of Education (Board) has adopted a "Code of Silence" policy (ref. [Board Policy CAA \(Local\)](#)) and a "Conflict of Interest Disclosures" policy (ref. [Board Policy BBFA \(Local\)](#)) to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

1.1.2 The "Code of Silence" shall mean a prohibition on any communication regarding any RFP, bid, or other competitive solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the HISD Foundation and the HISD Public Facility Corporation), including a potential vendor or vendor's representative, and
2. Board members, the Superintendent of Schools, senior staff members, principals, department heads, directors, managers, or other District representatives who have influence in the evaluation or selection process.

The "Code of Silence" time period shall begin when the Request for Proposal (RFP) is issued and ends upon the execution of the contract. During the "Code of Silence", campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties, including candidates who have filed for election to the Board.

The "Conflicts of Interest Disclosures" requires a Board member to disclose and recuse himself or herself from voting on any contract, agreement, or any other District transaction involving an entity or related officer and/or key employee who has provided campaign contributions during the preceding 12 month period in excess of \$500.

Board Policy CCA (Local) pertaining to the "Code of Silence" and Board Policy BBFA (Local) pertaining to "Conflicts of Interest Disclosures" are attached by URL link above and incorporated by reference. Please review the policies carefully and ensure that the policies are followed in all respects. Proposer(s) agree and understand that non-compliance with the "Code of Silence" policy may result in disqualification. Furthermore, the failure of a Board member to disclose a conflict of interest may result in the debarment of a vendor for 24 months.

1.1.3 By submitting a proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets conditions.

1.1.4 The designated **project manager** during the proposal process shall be **Beth Rutherford** ("Project Manager"), Procurement Services, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, phone **713-556-6544** or, **brutherf@houstonisd.org**.

1.1.5 Questions concerning the RFP will be answered only if sent to the Procurement Services Department, in writing via email to [brutherf@houstonisd.org](mailto:brutherf@houstonisd.org) on or before Friday, February 7, 2014 @ 12 Noon. Responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference and included in the first addendum along with additional information including questions from the pre-proposal conference. Additional questions submitted in writing to the Project Manager that come after the pre-

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proposal conference, up to and prior to the deadline, will be in another addendum with other written questions that are submitted to the Project Manager. All addenda will be posted on the HISD procurement website. The District reserves the right to respond to any question as determined by the District.

The Board of Education has approved a resolution establishing policy requiring Supplier(s) to have paid all assessed taxes and be free of any indebtedness to the District before a project is awarded.

Proposer(s) shall provide the District with a statement concerning any indebtedness, including personal and real property taxes, when submitting responses.

1.1.6 In an effort to encourage minority and women owned businesses to participate in HISD business and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. Interested Proposer(s) should obtain additional information concerning the District's location of schools and offices and consider submitting their proposal for any one or more schools and/or departments, or the entire District.

1.1.7 All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit HISD, in any way, to pay any costs in the preparation and submission of the proposal. Nor does the issuance of the RFP obligate HISD to award, enter into an agreement, or purchase any goods and services stated in the RFP.

### **1.2 DEFINITIONS AND TERMS:** In this RFP, terms are used as follows:

1.2.1 "Agreement" is defined in Section II, General Terms and Conditions.

1.2.2 "HISD, owner, district, and/or government entity" refers to Houston Independent School District.

1.2.3 "Proposer" refers to the person/firm that submits the proposal to this RFP.

1.2.4 "Project" means the Scope of Work for furnishing goods and services.

1.2.5 "Proposal" refers to the document submitted by an entity that addresses the scope and requirements of this RFP.

1.2.6 "RFP" refers to this Request for Proposal.

1.2.7 "Scope of Work" is set forth in Section III. Scope of Work and Specific Conditions.

1.2.8 "Supplier" and/or "Vendor" refer to the person(s)/firm(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.

1.2.9 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

**1.3 SPECIFICATIONS:** Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at the Proposer(s) risk. The evaluation criteria for the award of this RFP are set forth in the Scope of Work and Specific Conditions Section of this RFP at paragraph 3.5. All exceptions to the specifications and requirements of the RFP must be noted in detail in the Proposal Exception Form (Form E hereto) and included in the proposal.



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## **1.4 PROPOSAL INFORMATION REQUIRED:**

1.4.1 To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

The Proposal shall be submitted in a binder with tabs as set forth below:

### **Title Page**

Show the RFP subject, the name of the Proposer's firm, address, telephone number, name of contact person, and date.

- **Tab 1 – Table of Contents**

Clearly identify the materials by sections and page numbers.

- **Tab 2 – Proposal Submission Forms**

Complete and return Forms A–H set forth in the last Section of this RFP. The set of forms submitted in the proposal marked "ORIGINAL" requires original manual signatures. Copies of the forms bearing original signatures should be included in each additional proposal.

The forms should be submitted in the following order:

1. FORM A: Company Information
2. FORM B: M/WBE Participation Report (these documents to be submitted in separate envelope marked with: M/WBE, Project name, and Project Number.
3. FORM C: Addendum for Agreement Funded by U.S. Federal Grant (Non-Construction Contracts)
4. FORM D: Pricing and Service Affirmation
5. FORM E: Exception Form
6. FORM F: Price Schedule (should be placed in tab 7)
7. FORM G: CHE (Local) Questionnaire
8. FORM H: Food Service Forms (Certificate of Lobbying 3 pg; Certificate Clean Air & Water 1 pg; Certificate Regarding Hazard Analysis Critical control Points (HACCP)
9. Nutrition Kit (attached as separate envelope to original RFP and the two copies)
10. Sample Forms (Sample label and Sample Manifest – should be attached to sample cases) Sample Request/Receive Schedule (for your reference).

- **Tab 3 – Profile of the Proposer**

- a. Indicate the number of people in your organization and their level of experience and qualifications and the percentage of their time that will be dedicated to this project.
- b. Provide a list of the Proposer's top ten current and prior two years' clients indicating the type of goods and/or services your organization has provided and/or performed for each client.
- c. List three references of current customers. Provide company name, contact person, phone number and email address for each.
- d. Certification of Insurance (Accord form).

- **Tab 4 – Scope Section**

Clearly describe the scope of the goods and /or services to be provided based upon the information in the Scope of Work and Specific Conditions and Specification Sections stated in the RFP. Respond to each item listed.

- **Tab 5 – Questionnaire Response — [If questionnaires are supplied and a response is required.]**

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Respond to any questionnaires included in the RFP. If no questionnaires are submitted, this section should be left blank.

- **Tab 6 – Invoice Procedure**

- a. Describe the firm's invoicing procedure.
- b. Include documentation identifying all of the Proposer's fees.
- c. Payment terms. The District's standard payment terms are 30 days after invoice is received. State any payment discounts that your company offers, i.e., 2% 10 days – net 30; or 5% 7 days – net 30.

- **Tab 7 – Price**

Any and all pricing information. Include a hard copy of Form F (Price Schedule) in this section. Only pages with line items you are quoting on need to be included. One electronic copy (USB or CD on the price schedule must to be submitted with the original copy in non pdf format). Only the price schedule should be on this USB or CD. It is recommended that you sign and stamp your company name on the original and hard copies of the prices schedule submitted with your proposal.

- **Tab 8 – Addenda**

Insert all **signed** addenda under this section.

- **Nutrition Kit Forms** (include these documents in separate letter-size envelope with label and return with RFP)

Nutrition Fact Label example/questions

Product Verification Form

Product Analysis forms for Meat/Meat Alternate and Grains

Label for Nutrition Kit

- **Sample Forms**

Sample Manifest – must be affixed to the outside of the sample case good (s) being delivered individually or as a group on the same day and time. Each sample delivery must have a manifest that reflects only the items being delivered at that time.

Sample Label – must be affixed to the outside of the sample case (not over the opening)

Sample Schedule – states the timeline for sample requests/deliveries.

**1.5 SUBMISSION OF PROPOSALS:** The Proposer(s) should propose his/her lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP.

1.5.1 All prices shall be entered on the proposal typewritten. All required signatures shall be original and in ink.

1.5.2 Proposed prices should be firm (fixed). If the Proposer(s), however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted in the Exception Form (FORM E). The economic price adjustment should give the maximum price increase or decrease (either % or \$) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

1.5.3 All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

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Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project. Travel expenses associated with the project must conform to a “reasonableness” test for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

1.5.4 The District’s standard freight terms are F.O.B., destination, prepaid and allowed. HISD may specify various and different locations within the District for “destination” during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with HISD’s directions and the instructions set out in the Agreement, the Supplier shall pay to HISD any excess cost incurred by District.

1.5.5 Proposer(s) are required to provide HISD with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

1.5.6 HISD is exempt from and will not be responsible for payment of any taxes.

1.5.7 Failure to manually sign the required forms of this proposal may result in rejection of the proposal.

1.5.8 A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP.

**1.6 FINANCIAL INFORMATION:** Proposer(s) may be required to submit a current audited financial statement. The Project Manager will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)’ federal income tax returns, with all amendments, may be required.

**1.7 DISCUSSIONS / NEGOTIATIONS:** Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, HISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by HISD and will include only those initial proposals that HISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

**1.8 BEST AND FINAL OFFERS:** Best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

**1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by written or electronic notice received by the Project Manager prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer’s authorized representative prior to the Proposal Due Date and time, provided the Proposer’s identity is confirmed and Proposer’s representative signs a receipt for the proposal.

**1.10 OPENING PROPOSALS:** All proposals may be opened as soon as received. A formal public “opening” will not be held. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but HISD’s records are subject to the State of Texas Public Information Act requirements.

**1.11 SCHEDULE:** The following schedule and timelines apply to this RFP.

1.11.1 **Proposal Schedule:** HISD desires to complete the proposal process in accordance with the following timeline which is subject to change at the District’s discretion:

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Timeline	
Release RFP	January 27, 2014
Pre-Proposal Conference	February 3, 2014 @ 2 P.M. (CST); in Room 1E01, Hattie Mae White Educational Support Center, 4400 West 18 <sup>th</sup> Street, Houston, Texas 77092
Last date for questions:	Friday, February 7, 2014 @ 12 Noon (CST)
RFP Due	February 14, 2014 @ 10 A.M.
Samples Due	February 26 – April 4, 2014 (see sample request/receive schedule)
Evaluation Period	February 17-April 16, 2014 (subject to change)
Selected Proposal(s) Approved	Next regularly scheduled Board Meeting after interviews and selection

1.11.2. Proposer(s) are strongly encouraged to attend the pre-proposal conference. The conference will start promptly at the stated time and be moderated by a Procurement Department member. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed. This attendance roster will be posted as an addendum on the District's website along with the RFP and other related documents.

1.11.3 At the District's discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and interview, based on a District pre-defined agenda and time line. Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements.

1.11.4 Award of the Project to Proposer(s) will be confirmed by a fully executed Agreement, an Agreement Letter and/or confirming Purchase Order.

1.11.5 Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District.

1.11.6 **Late Proposals:** Responses submitted after the due date and time noted in this RFP shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock in the Houston ISD's Board Services Department, Hattie Mae White Educational Support Center, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, shall be the official date and time of receipt. It shall be the sole responsibility of the Proposer(s) to ensure that his or her bid is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

**1.12 RETENTION OF PROPOSAL DOCUMENTATION:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of HISD.

**1.13 RESERVATION OF RIGHTS:** The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

**1.14 APPEAL PROCESS:** Any Proposer(s) that submitted a proposal may appeal the District's award, if the appeal

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is based on deviations from laws, rules, regulations, or Board of Education policies. Board of Education GF Local applies to Proposer(s) wishing to appeal a proposal and/or award of a contract: Proposer(s) shall submit appeals via U.S. mail or electronic-mail (e-mail), utilizing the District Dispute Resolution Form, to the General Manager – Procurement Services, and appeals must be received no later than 4:00 P.M. on or before the fifteenth (15<sup>th</sup>) business day after Board Award. In the event that a Proposer is unsure about the Board Award, it is the Proposer's responsibility to contact Procurement Services on the next business day after the Board Award is announced, and verify the specifics concerning the Award. Proposers need to conduct whatever research is necessary to verify the Award, and, in the event that an appeal is filed, must meet the fifteenth business day rule stated in GF Local. The 15 days begins to run on the first business day after Board Award is announced.

### II. GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFP and incorporated into any letter agreement or formal written agreement between HISD and the successful Proposer(s).

#### **2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS:**

2.1.1 The terms, conditions, specifications, stipulations and requirements stated in this RFP, and any and all Addenda issued by HISD shall become part of the Agreement entered into between the District and the Supplier, unless otherwise determined by the District per the Agreement provisions. The Supplier, as determined by the District, may be required to execute a written contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. **No Supplier shall obtain any interest or rights in any award until the District has executed the Agreement.** The District reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of the District and do not substantially change the scope of the Board award.

2.1.2 The District does not sign Supplier contract forms. Supplier(s) should be familiar with the District's Agreement form, Agreement letter and/or purchase order and indicate in its proposal that this type of project documentation is acceptable. This information should be included in the transmittal letter. In the event that a project is awarded to a Supplier and the Supplier requests changes to the District standard Agreement form, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

2.1.3 In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District's discretion.

2.1.4 The Request for Proposals, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement form(s), which may include, but are not limited to a written contract, agreement letter or purchase order constitute the Agreement between the Supplier and the District (collectively, the, "Agreement"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or purchase order as applicable), and (ii) RFP as provided by the District all Addenda, and (iii) any Proposal provisions agreed to by the District.

2.1.5 Unless otherwise provided or required by the District, a standard agreement which results from this RFP shall be for a period of one year from the effective date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. Alternately, the District may approve longer or shorter terms of agreement upon the mutual consent of the parties. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period.

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Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

2.1.6 At the discretion of the District, purchases may require the issuance of an official HISD purchase order from the District's Procurement Services Department. If so required, then all goods provided without a purchase order will be returned at Supplier's expense. All services provided without a purchase order may be considered a contribution to the District.

2.1.6.1 HISD reserves the right to make changes to a purchase order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a purchase order shall be communicated to the awarded supplier by the issuance of a formal change purchase order. Only an HISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to the awarded supplier.

2.1.7 Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable HISD procedures and policies. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at his or her own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at his or her own risk or peril and risks termination of the Agreement for cause.

**2.2 NON-ASSIGNMENT:** The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFP.

**2.3 USE OF DISTRICT NAME OR LOGO(S):** Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Education, the Superintendent of Schools, or their designee.

**2.4 AUTHORIZATION / PERMITS:** The Supplier must have current licenses, permits, fees and similar authorizations required by the City of Houston, Harris County, and the State of Texas to conduct business and provide awarded goods and/or services to the District and, upon the request of the District, must provide copies of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to the District. Supplier will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.

**2.5 SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS:** Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired

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before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

**WARNING:** Section 44.034 of the Texas Education Code requires that 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.

The district may terminate this contract if the district determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The district will compensate the person or business entity for services performed before the termination of the contract.

### **2.6 SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION/STUDENT INFORMATION:**

2.6.1 The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

2.6.2 HISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

**2.7 CONFIDENTIAL AND PROPRIETARY INFORMATION:** The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

**2.8 DATA AND PROPRIETARY INFORMATION:** All work, regarding this project, shall be deemed "Work Made For

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Hire” as defined by the United States Copyright Law, and HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier’s personnel in the course of performing the work.

**2.9 TEXAS PUBLIC INFORMATION ACT (TPIA):** Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

**2.10 STUDENT CONFIDENTIALITY:** Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

### **2.11 INSURANCE:**

2.11.1 Unless otherwise agreed to by HISD, the Supplier shall carry insurance with responsible carriers acceptable to HISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to HISD indicating compliance with this paragraph.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
1. Workers' Compensation and Employer's Liability	Statutory \$100,000 per accident
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 Combined Single Limit
4. Professional Liability (errors and omissions) may be required at the discretion of the Project Manager.	

2.11.2 The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above. The Supplier shall maintain such insurance in full force and effect throughout the duration of the Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the Agreement, Supplier shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.

2.11.3 HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers' compensation, automobile and commercial general liability policies. The Supplier shall provide HISD with original certificates of insurance, acceptable to HISD. Insofar as allowed by law,



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such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of HISD that it is able to satisfy the deductible.

2.11.4 Notice regarding insurance and **cancellation or changes** should be mailed to:

Project Manager as stated in Section 1.1.5 of this RFP  
Houston Independent School District  
Procurement Services  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

2.11.5 HISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by HISD, depending on the type of project.

**2.12 TAXES:** HISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.

### **2.13 INVOICES/PAYMENT:**

2.13.1 HISD standard payment terms are net 30 days after receipt of invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: Houston Independent School District, Controller's Office, ATTN: Food Service Accounting, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092.

2.13.2 Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate HISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

2.13.3 Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District.

2.13.4 In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

### **2.14 QUANTITY:**

2.14.1 There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.

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2.14.2 The District's agreement may be offered to other school districts or governmental entities. If applicable and at the discretion of the District, a forecast of planned usage will be issued as part of the project. This forecast is based upon the District's historical usage. If the District exceeds that forecast of usage and the Supplier experiences a higher volume of sales, the District may request a value consideration to compensate the District for said increased sales in the form of a volume usage rebate. Supplier should include, in their proposal, the method(s) they will use to calculate the usage rebate and discuss how the rebate will be calculated and paid.

2.14.3 The District expressly reserves the right to procure any goods or services from other sources or by other means.

**2.15 BONDING:** At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts (\$100,000 for Performance Bond & \$25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. The procurement Project Manager will advise potential Proposers if a particular project requires bonding. A sample of the Performance Bond and the Payment Bond can be found at the following web address:

<http://apptemp.houstonisd.org/Procurement/WebPDF/BondGroup.pdf>

**2.16 GOVERNING LAW:** Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

**2.17 RELATIONSHIP OF THE PARTIES:** It is understood and agreed that the Supplier is a separate legal entity from HISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

**2.18 NO WAIVER OF IMMUNITY:** The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of HISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**2.19 INDEMNIFICATION:** THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HISD AND EACH OF IT'S RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY HISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

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It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**2.20 NOTICE:** Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Supplier's Contact Name and Address as listed in Form A***

To: Houston Independent School District  
Attn: Superintendent of Schools  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Copy To: Mr. Gilberto A. Carles, MBA  
General Manager – Procurement Services  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

**2.21 SECTION HEADINGS:** The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

**2.22 THIRD PARTY BENEFICIARIES:** Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against HISD or the Supplier(s).

**2.23 DISPUTE RESOLUTION:** At the option of the District, the Supplier and the District agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Agreement, each party shall submit any and all disputes to the alternative dispute resolution process of non-binding mediation. The Supplier and the District further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement. The mediation shall take place in Harris County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed upon mediator. HISD will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

### **2.24 TERMINATION:**

2.24.1 The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause.

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2.24.2 HISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

### **2.25 DEFECTIVE / NON-CONFORMING WORK:**

2.25.1 If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, HISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

2.25.2 Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of HISD's order to stop further work, as set forth above, HISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.

**2.26 DEFAULT CONDITIONS:** If the Supplier: (i) breaches any provision of the Agreement; (ii), becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), HISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to the Supplier. HISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier's prior performance, satisfactory to HISD (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by HISD as a result of Supplier default). In the event of default, HISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to HISD for all costs exceeding the Agreement price that HISD incurs in completing or procuring the services and goods as provided for in the Agreement. HISD's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

**2.27 WARRANTIES:** SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S PROCUREMENT GENERAL MANAGER.

**2.28 USE BY OTHER GOVERNMENT ENTITIES:** The Texas Education Code 44.031 (a)(4) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event HISD allows another governmental entity to join the Agreement, it is expressly understood that HISD shall in no way be liable for the obligations of the joining governmental entity.

**2.29 THIRD PARTIES:** Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either HISD or the Supplier.

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**2.30 UNENFORCEABLE SECTIONS:** If any portion of this RFP or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

**2.31 MWBE PARTICIPATION GOAL:** The Supplier shall report their MWBE participation goal as a percent of the total compensation. This information shall be identified per firm, discipline and participation.

**2.32 SUBCONTRACTING:** The Supplier shall not subcontract services provided in this RFP without prior written approval by HISD.

**2.33 WORK STOPPAGE:** In no event shall HISD be liable or responsible to the Supplier or any other person for our on account of, any stoppage or delay in work.

**2.34 HAZARDOUS MATERIALS:** In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.

**2.35 BUSINESS ETHICS:** During the course of the project awarded by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify HISD of the possible violation. HISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to HISD's personnel or its authorized agents and representatives.

**2.36 BUSINESS CERTIFICATES / HISD TAXES:** All individuals or entries entering into a contract with HISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

**2.36.1 Corporations:** (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

**2.36.2 Partnerships and Joint Stock Companies, and Limited Liability Partnerships:** (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be, properly registered with the Texas Secretary of State in accordance with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT, Article 6132a-1, "Texas Revised Limited Partnership Act. All partners in a partnership must file a "Certificated of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

**2.36.3 Entities whether, Corporate, Partnership, or Sole Owner must be current on HISD Property Taxes:** If commercial personal property is located within HISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".

**2.37 ATTORNEY FEES:** In connection with HISD's defense of any suit against it and/or HISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any agreement, in which HISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, HISD shall be entitled to

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recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

### III. SCOPE OF WORK AND SPECIFIC CONDITIONS

**3.1 SCOPE OF WORK:** At minimum, the District is seeking the following goods and/or services to be provided by the Supplier(s):

3.1.1 The Houston Independent School District ("HISD" and/or the "District") is soliciting proposals for frozen food and staple groceries that will not only contribute to the achievement of our innovation goals but also help HISD Food Services lead the nation in providing nutritionally sound and satisfactory meals to our students. Proposers are expected to provide: Brand, Packer, Manufacturer Product Code, Net Weight Per Package, Units Per Package, servings per case, serving size and unit price per individual unit based on a direct shipment to the HISD Food Services Support Facility located at 6801 Bennington Street Warehouse, Houston Texas 77028 to include freight and unloading charges, and delivery lead time in business days for each item proposed. The unit price is for the individual unit requested as noted on the price schedule in the "Usage Unit of Measure Column" and should be expressed in dollars and cents. Items not meeting specifications will not be considered for a bid line item. Pricing will be evaluated on the unit piece price for the requested Usage Unit of measure. Any products that do not meet specifications can be submitted as part of your company's product catalog. More details regarding catalog submittals are included in Section III, 3.2.5 Product Catalogs below.

3.1.2 Your proposal is required to be typed, and submitted in triplicate with an original manual signature of a company officer. Proposer must submit information for Part IV Price Schedule in both printed and electronic form; handwritten proposals will not be accepted. Proposers are required to include an USB memory stick or Computer Disk (CD) that contains the information on the spreadsheet in Part IV. **Bid information entered in Part IV must not be saved in PDF format** to the USB stick or the Computer Disk (CD). Prospective Proposers are advised that proposals not conforming to the standards stated in this paragraph may not be considered. The original and two copies must be printed on one side of the paper only. Double-sided copies will not be accepted.

3.1.3 This RFP is for both commercial and diverted USDA commodity end products. HISD invites food processors to bid direct that 'do or do not' have a state processing agreement (or state participation agreement, as appropriate) with the Texas Department of Agriculture (TDA) for the 2014-2015 school year and each subsequent renewal period, if options are exercised. Regarding divertible end products in this proposal, consideration will be given to those processors that provide "best value" to the district. Award is not promise to divert USDA commodity end product to TDA approved processors. Pricing submitted by TDA approved processors must include the USDA/TDA approved end product data sheet to be considered. All portions of the end product sheet must be complete, especially pounds required to make the end product (DF#) if applicable. It is expected that the bulk of processed commodity product ordered through this RFP will commence in the school year 2015-2016 with the first renewal option.

3.1.4 Definitions for Direct Discount Sale Method:

Price HISD pays for product - Commodity Net process price (CNPP) is the price for processing the commodity item.  $CNPP = GCP - CDD$

Commodity Value Direct Discount (CDD) is the amount paid direct by the USDA.

Gross Commodity Price (GCP) is the sum of  $CNPP + CDD$ .

Commercial pricing for products equal to the commodity item should be quoted (when applicable).

3.1.5 The value pass through method to be used should HISD decide to divert a USDA commodity to a TDA approved processor shall be the Direct Discount Sale method. The Direct Discount Sale method is the selling of a finished end product by a commercial food processor, directly to the District (HISD). Under this procedure, the processor will directly invoice HISD at the commercial gross price minus the value assigned to the commodities

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

contained in the case as a net case price. The net case price shall include all processor costs to make the finished end product including, but not limited to storage, processing, packaging, and delivery to Houston ISD. The awarded processor must maintain delivery and/or billing invoices to substantiate the quantity of end products delivered and the net price charged per case.

3.1.6 Any product diverted to a TDA approved processor requires a monthly inventory balance report be submitted to the Project Manager of this RFP via email by the 5th day of the month. Processors receiving diverted commodity as a result of this RFP are responsible for the full value of all donated foods received under processing agreements each year in their possession and must maintain records to demonstrate compliance with such agreements for up to three years from the end of each agreement period, or longer if required for unresolved audits or investigative findings.

### **3.2 SPECIFIC CONDITIONS:**

No proposer will be acceptable unless the following qualifications can be verified to the satisfaction of the Houston Independent School District. These project specific general conditions are in addition to the HISD School District General Conditions listed in section **2.4.1 GENERAL CONDITIONS – HISD SCHOOL DISTRICT** above.

#### **3.2.2 Awards**

The District will award this RFP on a line item basis, but reserves the right to award multiple suppliers per line item and/or multiple line items per supplier if deemed “Best Value” to the District. Selection will be based upon the evaluation of all proposals received.

Actual award method will be determined by considering such things as product performance, price, service, quality, and ability to perform according to the terms and conditions of this proposal project to fit the needs of the Food Services Department and provide “Best Value” to the District.

Pricing will be evaluated by the unit of measure as specified on the price schedule for both commercial and commodity products.

#### **3.2.3 Samples**

Samples should **not** be sent with the RFP. Please refer to Sample Request/Receive Schedule.

Samples will be requested only if they meet nutritional requirements. Samples will be requested by category and only those samples will be received and only during that five day window. Early or late samples will not be accepted.

Commodity/Commercial Sample – you can submit one sample if the product and product codes are BOTH the same and substitutable. If there is a different product code (even if the product is the same), you must submit a sample for each product code.

Samples of all items requested must be delivered in complete full and intact cases unless specified otherwise to HISD Food Services Department, Attention: 6801 Bennington Street, Receiving Dock Door #1, Houston, Texas, 77028, between 9 a.m. and 3 p.m. Monday through Friday unless otherwise noted on sample request form.

All sample products should come from the production line, in the case that will be delivered after bid is awarded. Sample cases will be used for qualification, testing procedures and quality control monitoring.

Sample Label is required to be attached to each case (**NOT OVER CASE OPENING**) sample and completely filled out with line item number, Brand, Product Code (must match RFP Price Schedule). Bidder must be noted and match company submitting the RFP. If a manufacturer sends a sample on behalf of multiple

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bidders, they must send one sample and sample form must note all the companies that sample represents. A sample manifest if required for each bidding company with their email address as noted in their RFP. This will be used to send sample confirmations to bidders. Confirmations will only be sent to bidders that submitted an RFP and sample. Not manufacturers or brokers (unless they are listed as contact in RFP).

Samples are required to be received within the five-day window as outlined on the sample schedule. A confirmation will be emailed to the bidder as noted on the sample manifest form that must be attached to the sample cases along with the sample label within 24 hours of receipt. These forms are attached separately and are electronic friendly and should be typed. Samples will only be accepted within the five day window on the sample schedule for each category and the last confirmation for a category will be complete by the following day.

Samples are consumed by children. Refrigerated temperatures must be 40-33 degrees and freezer temperatures must be hard frozen and below 32 upon receipt. Any sample products received above these specified temperature ranges will be rejected.

**“NUTRITION KIT” FORMS and Information: Proposer must complete and submit the following forms in written and electronic form:**

- ☐ [Product Verification Form](#) (placed in separate folder with other forms, product code must match the sample)
- ☐ [Nutritional Facts Label](#) (placed in separate folder with other forms, product code must match the sample)
- ☐ [The CN label](#) or [The Production Analysis](#) regarding the specific nutrition information (placed in separate folder with other forms, product code must match the sample)
- ☐ [Ingredients Label](#) with the nutrition information and any specific ingredient information noted in the specification.

All of the above-referenced forms must be included in three 8 ½ x 11 envelopes labeled “Nutrition Kit” with project name, project number and project manager. **A “Nutrition Kit” should be submitted with your original RFP and each of the two copies.** The original kit should also include a USB stick. Please save each line item as a separate file by product name and product code on the same USB or CD (only one of the three kits need a USB or CD). Only nutritional information is to be included - price schedule information should NOT be included with the “Nutritional Kits” and may cause disqualification. **Please note that a packet of these forms is required regardless if a sample is required or not for all line items being bid.** There needs to be three nutrition kits with hard copies in each.

**If there are any questions on how to fill out the nutritional/sample forms, email the Project Manager, Beth Rutherford at [brutherf@houstonisd.org](mailto:brutherf@houstonisd.org) .**

See <http://www.cfsan.fda.gov/~dms/foodlab.html> regarding the specific nutrition information that is required for each item. In addition, the CN label (for meat/meat alternative products) and/or National School Lunch Contribution and the ingredient label must be included with the nutrition information if the specification calls for specific ingredient information



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Peanut Products or Peanut Byproducts – Vendor must disclose on **separate company letterhead** any products submitted that contains peanuts or peanut by products. These are to be included in each “Nutrition Kit”.

In addition to the above, "Effective January 1, 2006, the Food and Drug Administration (FDA) is requiring food labels to clearly state if food products contain any ingredients that contain protein derived from the eight major allergenic foods. As a result of the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA), manufacturers are required to identify in plain English the presence of ingredients that contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans in the list of ingredients or to say "contains" followed by name of the source of the food allergen after or adjacent to the list of ingredients."

Proposer then, effective January 1, 2006, must now also disclose on the above requested **separate company letterhead** any products submitted that contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans as well. This must be turned in with the proposal on opening day. Please include in the “Nutrition Kit”.

### 3.2.4 Nutritional Facts

Product analysis consistent with TDA standards, nutritional information, including the Nutrition Facts Label, Ingredient List, CN label and/or National School Lunch Contribution, and Trans-Fatty Acid information is required on all food products. All food products (excluding those that contain naturally-occurring trans fat) must be labeled and certified as containing zero grams of trans fat per serving (FDA defines zero as less than 0.5 grams per serving). The successful Proposers must submit all required information in a format compatible with the new USDA Food Based standards in Nutrition Kit include with the RFP on or before 10:00 A.M., February 14, 2014. Please note that the FDA and Texas Public School Regulations mandate that all food products selected under this bid contain 23 grams of fat or less per serving.

### 3.2.5 Product Catalogs

In addition to the formal line items in the proposal, Proposers are encouraged to submit catalogs of all their products with firm fixed pricing for the term of the contract which should be in the form of a percentage off the list price. The items in the catalogs may be considered depending on unforeseeable changes that may occur during the term of this contract such as crop failures, product shortages, plant closures, acts of God, or changes in customer taste and expectations. The Food Services Department at its sole discretion reserves the right to call for samples of and select substitute items at the indicated cost from the product catalog. **Catalog items are to be submitted separately and are NOT to be listed on the price schedule. Nutritional information and samples should not be sent unless requested at a later date by the Project Manager. Catalogs will be updated with each renewal.**

### 3.2.6 Quantities

Dealers are expected to carry sufficient inventories to service the needs of HISD. Quantities to be used are estimates and the amount used can increase or decrease as demand requires. Proposed line item prices must be held within the proposal period regardless of demand increases or decreases. Actual purchase of any item will depend on USDA commodities received, student satisfaction, as well as, menu variations during any proposal period.

### 3.2.7 Contract Performance

HISD reserves the right to cancel the entire contract and/or buy in the open market at the current price and charge the contractor the difference between the price so paid and the proposal price in the event (a) any

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item is not delivered according to the specifications and/or awarded proposal price, (b) brands of merchandise other than brand names on the proposal are delivered without prior approval, or (c) orders are not delivered within the specified time period. Vendors not in compliance with the terms and conditions set forth in this proposal project will be in default, and HISD will not place orders nor accept proposals for a period of one year.

An independent laboratory may randomly monitor bacterial levels. If unacceptable levels are found, vendor will be given 24 hour notice to pick up product or it will be shipped to a public warehouse and stored at the Proposer's expense. Proposer will pay for independent lab test if product does not meet specifications.

### 3.2.8 Service

The successful Proposer(s) are expected to fill all original purchase orders in full and within the acceptable window of delivery. Any remaining portion of the original order not received as required shall be delivered within five (5) calendar days of the originally scheduled delivery date. Deliveries of unfulfilled orders in excess of the five (5) days shall be as accepted by and approved by HISD Food Services and Food Services Procurement. Purchase Orders will be considered open and unfulfilled until the 90% fill rate is achieved.

### 3.2.9 Quality

Minimum standards of identity, fill of container, drained weights, etc., are automatically part of a product specification or identity. These standards are specifically covered in Federal and/or State regulations. Any supplier who violates these standards is automatically in violation of this project with the Houston Independent School District, as well as Federal and/or State laws. If, because of growing conditions the specified grade is not available, the next grade will only be accepted with prior approval from Quality Assurance and the Project Manager. Please note that HISD prefers **NO Catch Weight Items.**

### 3.2.10 Brands

The company name, brand, and manufacturer product code of the product shall be plainly printed on the delivery ticket at the time of delivery.

### 3.2.11 Palletized Unit Loads

Shipping containers must be unitized and delivered on new or well-maintained pallets.

Pallets will be 48 inches long, 40 inches wide, and no higher than 60 inches in height including pallet height, stringer or block design, partial or full four-way entry, flush or non-flush, nonreversible, and suitable for shipping approximately 2000 pounds of food product. Pallets can be double stacked in the trailer to maximize cubic space and weight. [Cube is to be maximized with only one partial pallet per load] If the Shipper chooses to maximize the cubic space by shipping pallets greater than 60", then a lump sum fee will be assessed to break the pallets down to the 60" height requirements. This fee will be negotiated between the delivering carrier and a 3rd party service available to facilitate the handling of the product.

Pallet loads will be made by stacking shipping containers in layers (tiers) so that: 1) overhang of the shipping containers over the edges of the pallets is no more than two (2) inches; 2) no incomplete tiers are present ; and 3) the shipping container principal display panels are exposed to facilitate certification examinations. 4) Only one lot per pallet.

The shipping containers will be held firmly in place by applying plastic stretch-wrap as tightly as possible around all tiers of the palletized shipping containers.

Each pallet shall be examined at the time of shipping to assure that the shipping containers are held firmly in

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place, and that the appropriate pallets were used. If palletized unit loads are found to be in noncompliance the observed units shall be corrected at the expense of the supplier.

Any changes to cases per pallet bid (i.e. size or shape of case) must be approved in advance prior to delivery. Count or portion size cannot change. Box size and shape can as long as pack and portion size remain the same.

### 3.2.11 Labeling

All products must have a Packing Date, Expiration Date, Manufacturer Product Code, and a Lot Number printed on the Cases.

### 3.2.12 Shelf Life

All food products being delivered must meet a minimum remaining shelf life of 120 days. **Shelf life must be noted on the Product Verification Form in number of days.** Exceptions are to be noted directly in the proposal specifications.

### 3.2.13 Delivery

- A. Proposers, at minimum, are expected to be able to deliver within fifteen business days after purchase order has been issued. If lead time for 100% on time delivery is more than specified number of business days, enter that information in the column provided in the proposal. Delivery appointments are required and must be made by either calling the HISD Food Services Warehouse at 713-491-5992, or emailing [fsdeliveries@houstonisd.org](mailto:fsdeliveries@houstonisd.org) at least 5 days prior to the required delivery date. A Delivery Window of one (1) day prior to the specified delivery date on the purchase order is considered on time. This window may be exceeded by the HISD Warehouse based on the level of existing appointments already scheduled. The Proposer will be given a delivery # that must be referenced on the delivery documents. When making an appointment please provide the HISD Purchase Order number, description of the product, Vendor's name, Carrier's name, number of units in shipment, and if the product is being shipped on pallets.
- B. Proposers are expected to provide a bill of lading that clearly documents total number of units making up the delivery, all the lots making up the delivery, and total units per lot.
- C. Originals or carbon copies of Certificates of Quality and Condition shall accompany products with U.S.D.A. inspection and/or grading at the point of delivery on orders of fifty (50) cases and larger. Facsimiles, photocopies, and Short Form Certificates of Quality and Condition will not be accepted.

### 3.2.14 Shipping Instructions

Price quoted shall be based on the following: Deliveries will be made to the one designated location in the P.O.; however, HISD does have overflow facilities in Houston that the load may be re-routed to after check-in. Price shall include freight and unloading charges.

### 3.2.15 Delivery Equipment – Frozen Foods

**Carrier shall utilize only properly insulated mechanical or thermostatic temperature** control refrigeration equipment. Such equipment must be capable of maintaining temperature to protect the product. Products must be delivered in a hard state, 0°F., or below. A disposable temperature tracking device (Temp Trac or equivalent) must be included with all shipments to verify the temperature of the product from loading to receiving. HISD reserves the right to reject the use of any equipment by a carrier if it is not in a clean, sanitary condition and suitable for hauling frozen foods.

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### 3.2.16 Delivery Equipment – Staple Groceries

HISD reserves the right to reject the use of any equipment by a carrier if it is not in a clean sanitary condition, and suitable for handling foods.

### 3.2.17 Contract Term

All prices, terms, and conditions agreed upon between HISD and the successful proposer(s) will be held firm for the period of **July 1, 2014** through **June 30, 2015**.

### 3.2.18 Firm Prices

Pricing is to remain firm for the term of the agreement as the base price bid. Maximum consideration will be given to these proposers. Due to system constraints, submitted pricing must be to no more than two (2) places past the decimal point. Any proposal where the pricing is more than two (2) places past the decimal point will be automatically rounded down to two (2) places past the decimal by the Project Manager. Awarded Supplier may petition for a price increase upon HISD's request to renew but must do so promptly in writing within five business days from HISD's written request to the Supplier to renew for another 12 month bid period. HISD as part of its request to renew may petition for a reduction in price from the Supplier if market prices have dropped and/or are projected to drop for the renewal 12 month bid period. Price increases or decreases shall not exceed 0.025% +/- upon renewal of the bid. Market indexes to be used to base petition for increase or decrease in price shall be the producer price indexes available on USDA Economic Research Service (ERS) website at: <http://www.ers.usda.gov/data-products/food-price-outlook.aspx>.

### 3.2.19 Reports

Utilization reports shall be provided by the awarded proposer(s) to the Project Manager upon request. These reports shall be submitted for total quantity delivered per item. The report format shall list proposal items in line item order with the designated line item number along with the vendor stock number and item description. The report format shall include total usage for the Houston Independent School District.

### 3.2.20 Insurance Coverage Requirements

Successful Proposer(s) are to provide satisfactory evidence of coverage to the District for not less than the stated minimum limits of liability. All insurance to be provided by the successful Proposer(s) shall be written by companies acceptable to HISD.

### 3.2.21 Product Recall

If a product recall is instituted on any of the items that were awarded, the successful Proposer(s) will immediately notify Project Manager, Beth Rutherford at 713-556-6544 or Procurement Senior Manager, Elvis Eaglin at 713-556-6526.

### 3.3.22 Officers Eligible To Sign

Listed below are the officers that are eligible to sign pages in this bid that require an officer's signature.

- a. Chairperson
- b. President or CEO
- c. Vice-President
- d. Assistant Vice-President
- e. Corporate Secretary
- f. Assistant Corporate Secretary
- g. Treasurer or CFO
- h. Assistant Treasurer

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- i. General Counsel
- j. Assistant General Counsel

If the bid documents that require and officer's signature are not signed by one of the above individuals, the proposal will not be accepted.

### 3.2.23 HACCP Based Food Safety

1. Documentation and monitoring logs must be provided upon request. These logs must be verified by an acceptable third party auditing firm or government agency.
2. HISD requires processors to maintain records pertaining to HACCP compliance and have those records available upon request to HISD, at a minimum, in the following Key Areas of HACCP compliance.

- a) Hazard Analysis
- b) Critical Control Points established and limits set
- c) Planned procedures in place to correct processes when deviation may occur
- d) Detailed and accurate record keeping
- e) Verification procedures
- f) Equipment installation and maintenance
- g) Master cleaning and sanitation schedule
- h) Orientation for all employees
- i) Ongoing training on food safety and HACCP procedures
- j) Separation of food and chemical products
- k) Time / Temperature monitoring
- l) Refrigerated dock receiving and loading
- m) Pest Control

3. If processor loses inspection/processing rights or has a recall involving product sold to HISD, the vendor must notify HISD within 24-48 hours.

### 3.2.26 Buy American Act

HISD has a preference for 'Texas Grown' and 'US Domestic' products, where it is applicable to this project, for any food related products it purchases when spending District funds.

### 3.2.27 Minimum Order Quantities

It is our desire to order quantities as noted on the price schedule. If you must enter minimum order quantities, please request them as close to our requested order quantity as possible.

**3.3 SPECIFICATIONS:** See Form F Price Schedule for specifications.

**3.4 COST:** Supplier shall provide a 30-day written notice of any price changes during the term of the Agreement and provide supporting manufacturer and/or distributor documentation to support such price adjustments.

**3.5 EVALUATION FACTORS:** The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

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If the evaluation committee has reasonable grounds to believe that the proposer with the highest ranking score is unable to perform the required services to the satisfaction of HISD, HISD reserves the right to make an award to another proposer who in the opinion of the evaluation committee would offer HISD the best value. Some indicators (but not a complete list) of probable supplier/proposer performance concerns are: past supplier performance; the proposer's financial resources and ability to perform; the proposer's experience or demonstrated capability and responsibility; and the supplier's ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

Criteria #	Criteria Description	Weighted Value
1.	Purchase price	30%
2.	Reputation of the Proposer and of the Proposer's goods or services	5%
3.	Nutritionals - the extent to which the Proposer's goods and services meet nutritional requirements.	15%
4.	Quality – the extent to which the proposer's goods and services meet the District's needs in terms of quality as demonstrated on taste evaluations. Note: If nutritionals requirements are not met, sample is not received, or nutritional paperwork not complete, supplier will receive 0%)	25%
5.	Shipping (lead time) - Number of business days it will take to deliver product.	5%
6.	Proposer's past relationship with the District (No discrepancies 1%, discrepancies 0%)	1%
7.	MWBE Status – District goal is 20%	10%
8.	Total long-term cost to the District to acquire the Proposer's goods or services (can honor price for term of contract).	1%
9.	Other Relevant Factors – Ratio difference between ideal minimum order quantities as noted on price schedule in ( <i>preferred minimum order quantity column</i> )	8%

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## **IV. PRICING SHEETS INCLUDING ELECTRONIC SUBMITTAL REQUIREMENTS**

4.1 THIS SECTION INTENTIONALLY LEFT BLANK.

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## V. FORM A - COMPANY INFORMATION:

### Notice

This form requires a manual signature after each subsection, a manual signature on the final page and a notary attestation at the conclusion of the form, and must be included with the proposal in tab 2 of the Proposal.

STATE OF \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

### AFFIDAVIT OF OWNERSHIP, CONTROL AND CORPORATE INFORMATION

**BEFORE ME**, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

\_\_\_\_\_ [FULL NAME]

(HEREAFTER "AFFIANT"), \_\_\_\_\_ [STATE

TITLE/CAPACITY WITH PROPOSAL] OF (PROPOSAL'S CORPORATE/LEGAL NAME), WHO BEING BY ME DULY SWORN ON

OATH STATED AS FOLLOWS:

1. AFFIANT IS AUTHORIZED TO GIVE THIS AFFIDAVIT AND HAS PERSONAL KNOWLEDGE OF THE FACTS AND MATTERS HEREIN STATED;
2. PROPOSER(S) SEEKS TO DO BUSINESS WITH THE DISTRICT IN CONNECTION WITH \_\_\_\_\_  
\_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] WHICH IS EXPECTED TO BE IN THE  
AMOUNT THAT EXCEEDS \$10,000.
3. THE FOLLOWING INFORMATION IS SUBMITTED IN CONNECTION WITH THE PROPOSAL, SUBMISSION OR BID OF PROPOSER IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT OR MATTER.



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### 5.1 SUBSECTION I - COMPANY INFORMATION:

COMPANY NAME \_\_\_\_\_

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER \_\_\_\_\_

HOME OFFICE \_\_\_\_\_ LOCAL OFFICE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT PERSON'S NAME \_\_\_\_\_

CONTACT PERSON'S TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

CONTACT PERSON'S E-MAIL ADDRESS \_\_\_\_\_

2. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION \_\_\_\_\_

3. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME \_\_\_\_\_

4. DOES YOUR COMPANY PAY TAXES TO THE HOUSTON INDEPENDENT SCHOOL DISTRICT? \_\_\_\_\_

5. ARE YOUR TAX PAYMENTS TO HISD CURRENT? \_\_\_\_\_

6. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR THE

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HOUSTON INDEPENDENT SCHOOL DISTRICT

☐ YES ☐ NO

7. TYPE OF BUSINESS ENTITY: ☐ PUBLICLY TRADED CORPORATION ☐ PRIVATE CORPORATION ☐ LIMITED PARTNERSHIP  
☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ NOT FOR PROFIT ENTITY

8. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:

DATE OF INCORPORATION \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

CHARTER NUMBER \_\_\_\_\_

PRESIDENT \_\_\_\_\_

VICE PRESIDENT \_\_\_\_\_

CORPORATE SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

9. IF PARTNERSHIP OR CORPORATION , DATE OF ORGANIZATION CREATION \_\_\_\_\_

10. IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

11. NUMBER OF YEARS DOING BUSINESS WITH HISD \_\_\_\_\_

12. DO YOU HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS? \_\_\_\_\_ YES \_\_\_\_\_ NO

13. IF YES, PLEASE LIST NAMES OF SCHOOL DISTRICTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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14. IS YOUR COMPANY CAPABLE OF PROVIDING A DEDICATED WEBSITE WITH YOUR CATALOG WITH HISD'S PRICING?  
\_\_\_\_\_ YES; \_\_\_\_\_ NO. IF YES, CAN YOUR WEBSITE INTERFACE WITH SAP PUBLIC SECTION 7.0 / ECC  
6.0 OPEN CATALOG INTERFACE (OCI) COMPLIANT? \_\_\_\_\_ YES \_\_\_\_\_ NO.

15. CAN YOUR COMPANY PROVIDE HISD WITH PERIODIC PREFORMATTED FLAT FILE UPDATES OF YOUR CATALOG?  
\_\_\_\_\_ YES; \_\_\_\_\_ NO.

16. NAME AND COMPLETE ADDRESS OF ALL PARTNERS LISTED ON A SEPARATE SHEET AND ATTACHED.

17. IF OTHER THAN CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND NAME OF PRINCIPALS:

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18. MINORITY OWNERSHIP:

IS YOUR FIRM A MINORITY AND/OR WOMAN OWNED FIRM? ☐ YES ☐ NO

PERCENTAGE OF OWNERSHIP THAT IS MINORITY OR WOMAN OWNED \_\_\_\_\_

MARK ALL THAT ARE APPROPRIATE:

☐ ANGLO ☐ AFRICAN AMERICAN ☐ HISPANIC ☐ AMERICAN INDIAN ☐ ASIAN/PACIFIC ISLANDER  
☐ MALE ☐ FEMALE

LOCATION: ☐ HOUSTON ☐ TEXAS ☐ OUT OF STATE ☐ OUT OF STATE WITH LOCAL OFFICE

MARK ALL ORGANIZATIONS THAT HAVE ISSUED YOUR MINORITY STATUS:

☐ THE HOUSTON BUSINESS COUNCIL ☐ SMALL BUSINESS ADMINISTRATION  
☐ DEPARTMENT OF ENERGY ☐ DEPARTMENT OF DEFENSE  
☐ DEPARTMENT OF TRANSPORTATION ☐ METRO TRANSIT AUTHORITY  
☐ CITY OF HOUSTON

19. CHECK ONE OF THE FOLLOWING:

☐ PROPOSER WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE  
☐ PROPOSER WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

20. NAME OF STATE WHERE YOUR HOME OFFICE/HEADQUARTERS IS LOCATED: \_\_\_\_\_  
IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS ☐ YES ☐ NO  
IF YES, WHAT PERCENTAGE: \_\_\_\_\_%

### 21. EQUAL OPPORTUNITY EMPLOYER INFORMATION

THE HOUSTON INDEPENDENT SCHOOL DISTRICT CAN ONLY DO BUSINESS WITH EQUAL OPPORTUNITY EMPLOYERS.

CURRENT TOTAL NUMBER OF EMPLOYEES \_\_\_\_\_ NUMBER OF MALES \_\_\_\_\_ NUMBER OF FEMALES \_\_\_\_\_

OF THE TOTAL NUMBER OF PERSONS CURRENTLY EMPLOYED, PROVIDE THE FOLLOWING INFORMATION:

NUMBER OF ANGLO \_\_\_\_\_ NUMBER OF AFRICAN AMERICAN \_\_\_\_\_

NUMBER OF HISPANIC \_\_\_\_\_ NUMBER OF OTHER MINORITIES \_\_\_\_\_  
MEXICAN-AMERICAN / SPANISH SURNAMES

DO YOU ADVERTISE AS AN "EQUAL OPPORTUNITY EMPLOYER"? ☐ YES ☐ NO

DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT? ☐ YES ☐ NO

HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION? ☐ YES ☐ NO

NAME AND TITLE OF PERSON TO CONTACT REGARDING EQUAL OPPORTUNITY INFORMATION ISSUES:

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

### 22. LIST YOUR BANKING REFERENCE:

BANK NAME \_\_\_\_\_ OFFICER'S NAME \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_ CITY STATE ZIP \_\_\_\_\_

OFFICER'S TELEPHONE NUMBER \_\_\_\_\_ OFFICER'S FAX NUMBER \_\_\_\_\_

I attest that I have answered the questions regarding company information truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

### **5.2 SUBSECTION II - CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract and/or agreement with HISD is required by Texas Law to disclose, in advance of the contract and/or agreement award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individually owned Company:

Has the owner(s) ever been convicted of a felony? ☐ Yes ☐ No

If a Corporation, Partnership, Limited Partnership, etc:

Has any owner, or partner, of your business entity been convicted of a felony? ☐ Yes ☐ No

Has any manager or director of your entity been convicted of a felony? ☐ Yes ☐ No

Has any employee of your entity been convicted of a felony? ☐ Yes ☐ No

If Yes, give details:

---

---

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence. (Attached additional pages, if necessary.)

I attest that I have answered the questions concerning prior convictions truthfully and to the best of my knowledge.

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

### **5.3 SUBSECTION III - FREE OF INDEBTEDNESS STATEMENT:**

The Texas Education Code (Section 44.044) provides that school districts, by resolution of the Board of Trustees, may establish regulations requiring that persons or entities entering into a contract and/or agreement or transaction with the District not be indebted to the District. The Board of Education has approved a resolution establishing policy that requires that the awarded, or selected, suppliers be free of any indebtedness to the District. The following information must be completed by individual and/or business entities.

List all the tax account numbers for all property taxes due the Houston Independent School District:

_____	_____
_____	_____
_____	_____
_____	_____

Are all City, County, and Houston Independent School District property taxes, both real and personal, assessed against property owned by individual and/or business entity paid?

☐ Yes   ☐ No

If you answer “no” to this question, provide detail of the amounts due the District and your current plan to satisfy this indebtedness.

I attest that I have answered the questions regarding indebtedness to the Houston Independent School District truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER’S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

### **5.4 SUBSECTION IV - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify the District in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Mr. Christopher L.Gross, C.P.M; General Manager – Procurement Services; Houston Independent School District; 4400 West 18<sup>th</sup> Street; Houston, Texas 77092.

I attest that I have answered the questions regarding debarment and suspension truthfully and to the best of my knowledge.

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

### **5.5 SUBSECTION V - STATEMENT OF NON-COLLUSION:**

The undersigned Proposer does hereby certify:

- a) That all statements of fact in such proposal are true.
- b) That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) That such proposal is genuine and not collusive or sham.
- d) That Proposer(s) has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement.
- e) That Proposer(s) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) That Proposer(s) did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) That Proposer(s) did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.
- h) That Proposer(s) did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.



## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

- i) That no officer or principal of the undersigned firm is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years.
- j) That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.

I attest that I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

### **5.6 SUBSECTION VI - SUBSECTION VI ANTITRUST CERTIFICATION STATEMENT:**

**(Texas Government Code §2155.005)**

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

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

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

Proposer Signature \_\_\_\_\_

Proposer Printed Name \_\_\_\_\_

Position with Company \_\_\_\_\_

(IF DIFFERENT FROM ABOVE)

Official Authorizing Proposal

Corporate Officer's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Position with Company \_\_\_\_\_

# RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

## 5.7 SUBSECTION VII - CONFLICT OF INTEREST QUESTIONNAIRE FORM:

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="font-size: 0.8em;">Date Received</div> </td> </tr> </table>		OFFICE USE ONLY	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="font-size: 0.8em;">Date Received</div>
OFFICE USE ONLY				
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="font-size: 0.8em;">Date Received</div>				
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.                     </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div> <b>2</b> Check this box if you are filing an update to a previously filed questionnaire.  <small>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</small> </div> </div> </div> <div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 20px; margin-right: 5px;"></div> <div> <b>3</b> Name of local government officer with whom filer has employment or business relationship.                             <div style="margin-top: 10px; text-align: center;"> <div style="border-bottom: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="font-size: 0.8em;">Name of Officer</div> </div> </div> </div> <p style="font-size: 0.8em; margin-top: 10px;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-top: 10px;"> <p style="font-size: 0.8em;">A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"> <input type="checkbox"/> Yes                         </div> <div style="text-align: center;"> <input type="checkbox"/> No                         </div> </div> <p style="font-size: 0.8em; margin-top: 10px;">B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"> <input type="checkbox"/> Yes                         </div> <div style="text-align: center;"> <input type="checkbox"/> No                         </div> </div> <p style="font-size: 0.8em; margin-top: 10px;">C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"> <input type="checkbox"/> Yes                         </div> <div style="text-align: center;"> <input type="checkbox"/> No                         </div> </div> <p style="font-size: 0.8em; margin-top: 10px;">D. Describe each employment or business relationship with the local government officer named in this section.</p> </div> </div>				

Adopted 06/29/2007

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Proposer, that Affiant is associated with the Proposal in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

\_\_\_\_\_  
Notary Public

## **Attachment B**

### **M/WBE Participation Report**

For assistance ON COMPLETING THESE FORMS Contact:

**Business Assistance Department: Supplier Diversity**

**4400 West 18<sup>th</sup> Street**

**Houston, TX 77092**

**Telephone: (713) 556-7273 Fax: (713) 556-7274**

**Email: [BusinessAssistance@houstonisd.org](mailto:BusinessAssistance@houstonisd.org)**

#### **SPECIFIC CONDITIONS FOR MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

The Office of Business Assistance was established by the Houston Independent School District Board of Education in 1988 to assist minority and women-owned business enterprises (M/WBEs) in the participation of various district business projects. The district's M/WBE subcontractor participation goals are as follows:

20% for purchasing of goods & non-professional services over \$50,000

20% for construction over \$50,000

25% for professional services over \$50,000

The district requires all M/WBE documents and supporting materials to be completed and submitted as a part of the response to a proposal. All required documents should be submitted with an original signature by an official from the proposer's company. Although most pre-bid meetings are not mandatory, the district recommends that the proposer attends to become familiar with the M/WBE requirements. If you are unable to attend the pre-bid meeting, please contact Supplier Diversity for assistance on completing the required documentation.

#### **IMPORTANT NOTICE**

M/WBE documents are a part of proposer's evaluation. This documentation is required for your proposal to be evaluated by the district. HISD will determine whether the proposer's efforts meet the minimum standards of "Good Faith Effort" consistent with the district's policy on the participation of M/WBEs. Failure to provide the required M/WBE documentation will be considered non-compliant. If a company is deemed non-compliant, it can lead to disqualification from the provision of goods and services to the district for current and/or future projects.

#### **INSTRUCTIONS**

1. Review the M/WBE Participation Options and instructions on (page B-3) of this section.
2. **Complete the M/WBE Participation Report on (page B-4) of this section. Submit this form with your proposal.**
3. Complete all additional documentation required for the participation option that your company selected.
4. **Submit all requested/required forms and documentation with your proposal.**

## **RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)**

### ***HISD AUTHORITY AND INTERPRETATION OF M/WBE DOCUMENTATION***

***HISD shall have sole authority for the interpretation of all rules and regulations concerning M/WBE participation and for all determinations of compliance or non-compliance of any proposer with the M/WBE participation requirements as set forth herein. The decision of HISD shall be final and conclusive as to such compliance or non-compliance. All proposers, by the submission of a proposal, acknowledge and agree that HISD shall have such sole and exclusive authority to make such interpretations and determinations and that all such interpretations and determinations shall be conclusive.***

### **M/WBE SPEND REPORTING & COMPLIANCE**

To ensure that all M/WBE participation obligations under the awarded contract are met, the Business Assistance Department will require documentation of the awarded supplier's M/WBE participation throughout the performance of the contract and upon the contract renewal.

The awarded supplier will be required to report M/WBE subcontracting participation on a monthly basis to the Business Assistance Department. Documents requested by the Business Assistance Department from the awarded supplier's company to show documentation of M/WBE spend include, but are not limited to: invoices, purchase orders, and other pertinent documents that the district deems necessary to verify the usage of M/WBE companies. Awarded proposers will also be required to complete M/WBE documentation provided by the Business Assistance Department, which includes monthly reporting.

The awarded supplier could be deemed as non-compliant if they fail to meet and/or report their M/WBE subcontracting commitment, provides inaccurate, incorrect, and/or false information related to reporting M/WBE information.

**If the district determines that a supplier is non-compliant, actions include, but are not limited to the following.**

1. If the supplier, during any year of the contract, (i) fails to meet their M/WBE subcontracting commitment; and/or (ii) fails to provide the requested and accurate M/WBE documentation will be subject to having the contract terminated.
2. If the supplier is undergoing M/WBE compliance review at the **end** of their current contract and (i) fails to meet their M/WBE subcontracting commitment; and/or (ii) fails to provide the requested and accurate M/WBE documentation, the supplier may not be allowed to bid on the new RFP issued for that particular product or service.
3. If a supplier fails to meet their M/WBE subcontracting commitment on more than one contract with the district, the supplier may not be eligible to do business with the district for a minimum of one year.

## M/WBE Participation Requirements

**Proposer must select one (1) of the following M/WBE participation options** and submit required documentation.

<p style="text-align: center;"><b><u>OPTION I</u></b> <i>Certified M/WBE Company</i></p>	<p>Complete this section if proposer's company is a certified minority and/or woman-owned business enterprise (M/WBE) with the (1) City of Houston (MBE and/or WBE only); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate. If a supplier chooses this option, they are expected to maintain their M/WBE certification throughout the duration of the contract.</p> <ol style="list-style-type: none"> <li><b>Proposer must complete &amp; submit (page B-4 &amp; B-5) and attach current M/WBE certification.</b></li> <li>If M/WBE proposer also subcontracts with other M/WBE companies other documentation is required. Proposer is required to submit an M/WBE Subcontracting Plan (page B-6) and M/WBE subcontractor agreement(s) (page B-7).</li> </ol>
<p style="text-align: center;"><b><u>OPTION II</u></b> <i>Subcontract to meet district's M/WBE goal</i></p>	<p>Complete this section if proposer's company will subcontract with M/WBE firm(s) <b>to meet and/or exceed</b> the district's M/WBE participation goals. HISD M/WBE Participation Goals are: 20% for purchasing of goods, non-professional services &amp; construction projects; 25% for professional services. If a supplier chooses this option, they are expected to report their M/WBE subcontractor spend throughout the duration of the contract. Any additions or changes to the M/WBE subcontractors utilized during the contract require the prior written approval of the Business Assistance Department before any changes are permitted. A subcontractor change request form can be found on (page B-13).</p> <ol style="list-style-type: none"> <li><b>Proposer must complete &amp; submit (page B-4).</b></li> <li><b>Submit an M/WBE Subcontracting Plan (page B-6) and M/WBE subcontractor agreement(s) (page B-7).</b> Please attach M/WBE firm(s) current certifications. Companies must be certified by (1) City of Houston (MBE and/or WBE only); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate.</li> </ol>
<p style="text-align: center;"><b><u>OPTION III</u></b> <i>Good Faith Efforts</i></p>	<p>Complete this section to comply with the district's "Good Faith Efforts" (GFE) documentation. Company has the option to subcontract with M/WBE firm(s), if they <b>cannot meet the district's goal</b>. If a supplier chooses to subcontract as a part of their GFE, they are expected to report their M/WBE subcontractor spend throughout the duration of their contract. Any additions or changes to the M/WBE subcontractors utilized during the contract require the prior written approval of the Business Assistance Department before any changes are permitted. A subcontractor change request form can be found on (page B-13).</p> <ol style="list-style-type: none"> <li><b>Proposer must complete &amp; submit (page B-4).</b></li> <li><b><u>Good Faith Efforts (Required)</u> - Proposer must complete &amp; submit (pages B-4, B-8, B-9, B-10, B-11).</b> Please attach all requested documentation.</li> <li><b><u>Subcontract (Optional)</u> - In addition to the GFE documentation listed above, submit an M/WBE Subcontracting Plan (page B-6) and M/WBE subcontractor agreement(s) (page B-7).</b> Attach current M/WBE certifications for each subcontractor listed. Companies must be certified by (1) City of Houston (MBE and/or WBE); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate.</li> </ol>

## M/WBE Participation Report

Business Assistance Department

HISD PROJECT TITLE: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
TOTAL PROPOSAL AMOUNT: \$ \_\_\_\_\_ M/WBE SUBCONTRACTOR: \_\_\_\_\_ %

Select one of the following options and complete section. Attach and complete requested documentation.

☐ **OPTION I – Complete section if company is certified as a minority or woman-owned business (M/WBE).**

**1. Please select current M/WBE certification(s) that HISD recognizes. Please attach current M/WBE certification.**

- ☐ City of Houston (MBE and/or WBE only)
- ☐ National Minority Supplier Development Council or local affiliate
- ☐ Women's Business Enterprise National Council or local affiliate

**2. Additional M/WBE Subcontractor Contract Commitment: \_\_\_\_\_ %**

\_\_\_\_\_  
(initial) Proposer's company agrees to subcontract with M/WBE companies to meet or exceed the above written goal.

Please submit an M/WBE Subcontracting Plan (page B-6) and M/WBE subcontractor agreement(s) (page B-7). Please attach M/WBE firm(s) current certifications.

☐ **OPTION II – Complete section if company agrees to subcontract with M/WBE firm(s) for the awarded contract.**

**1. Company will meet or exceed the district's M/WBE Subcontractor Goals.**

20% for purchasing of goods, non professional services & construction; 25% for professional services

**2. M/WBE Subcontractor Contract Commitment \_\_\_\_\_ %**

\_\_\_\_\_  
(initial) Proposer's company agrees to subcontract with M/WBE companies to meet or exceed the above written goal.

Please submit an M/WBE Subcontracting Plan (page B-6) and M/WBE subcontractor agreement(s) (page B-7). Please attach M/WBE firm(s) current certifications.

☐ **OPTION III – Complete section to comply with the district's "Good Faith Efforts" documentation.**

**1. Proposer's company must complete all "Good Faith Efforts" prior to the bid opening date and attach requested documentation.**

**2. Please complete the district's "Good Faith Efforts" documentation on page B-8, B-9, B-10 & B-11.**

**3. Company must complete "Good Faith Efforts" for a total of 100 points.**

☐ **NON-PROFIT ORGANIZATION – Organization is a 501(c)3 non-profit entity.**

**1. Please attach a copy of the organization's IRS determination letter.**

**2. Sign and date the bottom of the form.**

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



## **Option I**

### **M/WBE Company Information**

Please complete the information below if you are a certified M/WBE company. Please attach current M/WBE certification. Company must be certified by (1) City of Houston (MBE and/or WBE only); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate.

M/WBE COMPANY NAME: \_\_\_\_\_

COMPANY DBA: \_\_\_\_\_

OWNER NAME(S): \_\_\_\_\_

OWNERSHIP % BREAKDOWN: \_\_\_\_\_

MAJORITY OWNERSHIP GENDER: ☐ MALE ☐ FEMALE

MAJORITY OWNERSHIP ETHNICITY: ☐ AFRICAN AMERICAN ☐ ASIAN INDIAN ☐ ASIAN PACIFIC ☐ HISPANIC  
☐ NATIVE AMERICAN ☐ OTHER \_\_\_\_\_

SELECT CURRENT M/WBE CERTIFICATION(S) & ATTACH CURRENT CERTIFICATION(S)

- ☐ City of Houston MBE
- ☐ City of Houston WBE
- ☐ National Minority Supplier Development Council or local affiliate
- ☐ Women's Business Enterprise National Council or local affiliate

COMPANY CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

I attest that the information included has been completed as directed and that the information is accurate to the best of my knowledge. I understand that any information willfully falsified or omitted may result in, but is not limited to bid disqualification and/or debarment from doing business with the Houston Independent School District.

\_\_\_\_\_  
Proposer Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

**Option I/II/III****M/WBE Subcontracting Plan**

Please complete the information below if you agreed to subcontract with M/WBE companies.

HISD PROJECT NUMBER: \_\_\_\_\_ PROPOSAL TITLE: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
 M/WBE SUBCONTRACTOR: \_\_\_\_\_ %

<b>M/WBE Subcontractors</b>		
<b>M/WBE Company Name / DBA</b>	<b>Scope of Products or Services Provided</b>	<b>Agreed Price or % of Contract</b>
<b>Total M/WBE Subcontractor Commitment:</b>		

*Attach current M/WBE certifications for each subcontractor listed. Companies must be certified by (1) City of Houston (MBE and/or WBE only); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate.*

Proposer's company agrees to subcontract with the M/WBE(s) listed above for the percentage of the awarded contract amount with HISD. If the awarded supplier fails to meet and/or report their M/WBE subcontracting commitment, it may be considered a breach of contract. You will be required to provide any requested documentation and report M/WBE subcontractor payments monthly.

**Proposer must enter into a formal subcontractor agreement with M/WBE firm(s) listed above for their respective product(s) and/or service(s). Please complete the M/WBE Subcontractor Agreement Form for each M/WBE Subcontractor listed. Any additions or changes to the M/WBE subcontractors utilized during the contract require the approval of the Business Assistance Department before any subcontractor changes are made.**

\_\_\_\_\_  
 Signature of Company Officer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Officer (Print)

**Option I/II/III**

**M/WBE Subcontractor Agreement**

Please complete the information below if you agreed to subcontract with M/WBE companies. **The submission of your subcontractor agreement is required for each M/WBE subcontractor.**

HISD PROJECT NUMBER: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

PROPOSER COMPANY NAME: \_\_\_\_\_

**M/WBE SUBCONTRACTOR INFORMATION**

M/WBE COMPANY NAME: \_\_\_\_\_

COMPANY DBA: \_\_\_\_\_

OWNER NAME(S): \_\_\_\_\_

OWNERSHIP % BREAKDOWN: \_\_\_\_\_

MAJORITY OWNERSHIP GENDER: ☐ MALE ☐ FEMALE

MAJORITY OWNERSHIP ETHNICITY: ☐ AFRICAN AMERICAN ☐ ASIAN INDIAN ☐ ASIAN PACIFIC ☐ HISPANIC  
☐ NATIVE AMERICAN ☐ OTHER \_\_\_\_\_

SELECT CURRENT M/WBE CERTIFICATION(S) & ATTACH CURRENT CERTIFICATION(S)

- ☐ City of Houston MBE
- ☐ City of Houston WBE
- ☐ National Minority Supplier Development Council or local affiliate
- ☐ Women's Business Enterprise National Council or local affiliate

SCOPE OF SERVICE: \_\_\_\_\_

AGREED CONTRACT PRICE OR % OF CONTRACT AWARD: \_\_\_\_\_

COMPANY CONTACT NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
M/WBE Subcontractor Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Proposer Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

## **Option III**

### **Good Faith Efforts**

**Complete this section if proposer's company selected "Good Faith Efforts". Proposer must select a combination of good faith efforts listed below to total a minimum of 100 points. If proposer fails to meet the minimum point requirement for the option selected and/or submit the requested documentation, proposer may be considered non-compliant.**

HISD PROJECT NUMBER: \_\_\_\_\_  
PROPOSAL  
TITLE: \_\_\_\_\_  
PROPOSER COMPANY  
NAME: \_\_\_\_\_

**Select and complete "Good Faith Efforts" below to total a minimum of 100 points.**

☐ **Company agrees to subcontract with M/WBE(s) for the awarded contract for less than the goal.**

**If company selects this option, please choose one of the M/WBE subcontracting commitments below.**

- ☐ Subcontract with M/WBE firm(s) from 10% to the subcontracting goal. **(65 points)**
- ☐ Subcontract with M/WBE firm(s) from 9.99% to 1%. **(45 points)**

**Please complete the following information.**

1. M/WBE Subcontractor Contract Commitment \_\_\_\_\_%
2. \_\_\_\_\_(initial) Proposer's company agrees to subcontract with M/WBE companies to meet or exceed the above written goal. Proposer is required to submit an M/WBE subcontracting plan (page AB-6) and the M/WBE subcontractor agreement(s) (page AB-7) with proposal.

☐ **Letters of Intent to Find Subcontractors / Follow-Up with M/WBE Subcontractors (35 points)**

Proposer must send at least (10) outreach letters to relevant certifying agencies accepted by HISD (City of Houston, Houston Minority Supplier Development Council, Women's Business Enterprise Alliance) and individual M/WBE companies to solicit potential M/WBE subcontractor participation. Please see page B-12 for outreach letter template. Please see page B-11 to document M/WBE outreach activities. Proposer must solicit M/WBE companies a minimum of seven (7) business days before the bid opening date.

**The following documentation must be attached and includes:**

1. Copies of the (10) outreach letters sent via email/fax to individual M/WBE companies.
2. Document outreach activities on page B-11. Attach and submit page B-11.
3. Proposer must respond to M/WBEs who show interest in becoming a subcontractor. Attach additional email and fax responses and communications from company with potential M/WBE subcontractors.
4. Proposer must follow-up with initial solicitations by contacting the (10) M/WBE companies to determine whether the companies are interested in proposed subcontracting opportunity. Document follow-up activities on page B-11 under "follow-up date" and submit.
5. Proposer should provide interested minority and women business enterprises with adequate information about the plans, specifications and requirements for the subcontracting opportunities available.

## RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

☐ **Place Advertisement(s) to Find M/WBE Subcontractors (20 points)**

Proposer must advertise in at least one general print circulation newspaper, magazine, trade association publication, or minority and women-focused publication, concerning the potential subcontracting opportunity. Proposer must also advertise to M/WBE organizations by sending out (5) letters, emails and/or faxes within a minimum of seven (7) business days before the bid

## **Option III**

### **Good Faith Efforts (continued)**

☐ **Letters of Acceptance/Rejection to Potential Subcontractors (20 points)**

Proposer must provide an explanation of rejection or an acceptance to at least (5) of the M/WBE companies who were contacted for the "Letters of Intent to Find Subcontractors". To select this option proposer must have sent "Letters of Intent to Find Subcontractors".

1. A written rejection and/or acceptance letter, including the reason(s) for rejection or the terms of acceptance, will be sent to at least (5) of the M/WBE companies. If less than (5) M/WBEs responded to the letter of intent, failure of an M/WBE to respond can be a reason for a rejection letter to be sent.
2. Please attach a copy of each rejection and/or acceptance letter sent to potential M/WBE subcontractors.
3. Please attach an explanation to HISD, written on company letterhead, of why company was unable to utilize M/WBE subcontractors to meet the district's M/WBE subcontractor goal.

☐ **Participation as a Mentor to an M/WBE Company (15 points)**

Proposer is participating as a mentor to an M/WBE company. Mentoring shall be defined as peer collaboration between the proposer and at least one M/WBE firm in the areas of technical performance enhancement, business management assistance, human resource management, and revenue tracking including cash flow and debt management. Attach a copy of your company's mentor/protégé

☐ **Attended Pre-Bid Meeting to Network with Potential M/WBE Subcontractors (10 points)**

Proposer attended the RFP Pre-Bid Meeting in an effort to meet potential M/WBE subcontractors. \* If selected, Business Assistance will

☐ **M/WBE Assistance (10 points)**

Proposer must describe how they have assisted M/WBEs in their business operations. Example of assistance includes, but is not limited to: assistance in acquiring equipment, capital, lines of credit, or joint pay agreements to secure loans, supplies; letters of credit, including waiving credit that is ordinarily required.

**Please describe how your company assisted M/WBEs in the past 6 months:**

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**Assisted M/WBE(s) Contact Information:**

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☐ **Company Policies that Support M/WBE Participation (10 points)**

Proposer has implemented company policies that assist M/WBEs in doing business with their company. This includes but is not limited to: having a Supplier Diversity Program, having documentation of a negotiated joint venture/partnership arrangements in the recent past, establishing quick pay agreements and policies to enable M/WBE subcontractors to meet cash-flow demands, etc.

1. Please attach examples of company policies that support and encourage M/WBE participation within your company.

**Please describe your company's policies that support M/WBE participation:**

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**Option III**

Good Faith Efforts (continued)

☐ **M/WBE Organization Participation (10 points)**

Proposer must identify M/WBE organizations they actively participate in as members and/or donate company resources. Proposer must include documentation of partnerships, committee involvement, and workshop participation and training.

**Please list current organizations that your organization supports:**

\_\_\_\_\_

\_\_\_\_\_

**Please describe how your company currently supports M/WBE organizations:**

\_\_\_\_\_

\_\_\_\_\_

**Total Good Faith Efforts Points:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposing Company's Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Option III**

**Good Faith Efforts: M/WBE Outreach**

Please complete the information below if your company is completing “Good Faith Efforts” documentation.

HISD PROJECT NUMBER: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

PROPOSER COMPANY NAME: \_\_\_\_\_

Please document the potential M/WBE subcontractors and/or M/WBE organizations that you contacted.

<b>M/WBE Company Name</b>	<b>Phone Number</b>	<b>Contact Person</b>	<b>Date Contacted</b>	<b>Follow-Up Date</b>	<b>Contact Notes</b>

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Officer (Print)



## **M/WBE Outreach Example Letter**

(Insert Company Contact Information)

(Insert M/WBE Company Contact Information)

Dear M/WBE Supplier-

(Company Name) is bidding on Project (Insert Project Number and Project Title) for the Houston Independent School District. Our company is looking for possible M/WBE subcontractors. We are currently looking for subcontractors for the following products or services.

1. (Insert potential subcontracting opportunity)
2. (Insert potential subcontracting opportunity)
3. (Insert potential subcontracting opportunity)

Our company will be looking for M/WBE Subcontractors for the next 5 business days. If you are interested in providing the above listed products or services please contact (Insert contact information) by (Insert Deadline Date).

(Insert Company Signature)

## M/WBE Subcontractor Change Request

Business Assistance Department

Telephone: (713) 556-7273 Fax: (713) 556-7274

Email: BusinessAssistance@houstonisd.org

HISD PROJECT NUMBER: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

PROPOSER COMPANY NAME: \_\_\_\_\_

Please select the following reason(s) that you need to change your M/WBE subcontractor(s):

1 = Unable to provide verification of M/WBE status

2 = Unable to provide requested products/services

3 = Unable to provide proper insurance/bonding requirements

	M/WBE Company Name	Phone Number	Contact Person	Scope Of Service	Agreed Price	Reason		
						1	2	3
ORIGINAL								
NEW								
ORIGINAL								
NEW								
ORIGINAL								
NEW								
ORIGINAL								
NEW								

Please Note: All "Original" M/WBE Subcontractor information must be listed and followed by the "New" replacement M/WBE Subcontractor on the change request on the chart above. M/WBE Firm(s) listed must be at least 51% owned by a woman or a minority; or certified by one of the following M/WBE agencies: (1) City of Houston (MBE and/or WBE); (2) Houston Minority Supplier Development Council; (3) National Minority Supplier Development Council; (4) Women's Business Enterprise National Council; and/or (5) Women's Business Enterprise Alliance.

Submitted By:

\_\_\_\_\_  
Signature of Company Officer\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name

Approved By:

\_\_\_\_\_  
Business Assistance\_\_\_\_\_  
Date

## **Certifying Agencies**

**CITY OF HOUSTON OFFICE OF BUSINESS OPPORTUNITY**

611 Walker, 7th Floor  
Houston, Texas 77002  
Phone: (832) 393-0600  
Fax: (713) 837-9050  
Website: [Will.Norwood@houston.tx.gov](mailto:Will.Norwood@houston.tx.gov)  
Email: [Will.Norwood@houston.tx.gov](mailto:Will.Norwood@houston.tx.gov)

**HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

Three Riverway, Suite 555  
Houston, Texas 77056  
Phone: (713) 271-7805  
Fax: (713) 271-9770  
Website: [www.hmsdc.org](http://www.hmsdc.org)  
Email: [info@hmsdc.org](mailto:info@hmsdc.org)

**NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

1359 Broadway, Tenth Floor  
New York, NY 10018  
Phone: (212) 944-2430  
Fax: (212) 719-9611  
Website: [www.nmsdc.org](http://www.nmsdc.org)  
Email: [maureen.simonette@nmsdc.org](mailto:maureen.simonette@nmsdc.org)

**WOMEN'S BUSINESS ENTERPRISE ALLIANCE**

9800 Northwest Freeway Suite 120  
Houston, Texas 77092  
Phone: (713) 681-9232  
Fax: (713) 681-9242  
Website: [www.wbea-texas.org](http://www.wbea-texas.org)  
Email: [aday@wbea-texas.org](mailto:aday@wbea-texas.org)

**WOMEN'S BUSINESS ENTERPRISE NATIONAL ALLIANCE**

1120 Connecticut Avenue, NW, Suite 1000  
Washington, DC 20036  
Phone: (202) 872-5515  
Fax: (202) 872-5505  
Website: [www.wbenc.org](http://www.wbenc.org)  
Email: [support@wbenc.org](mailto:support@wbenc.org)

## **M/WBE Business Organizations & Associations**

### **ACRES HOME CITIZENS CHAMBER OF COMMERCE**

6112 Wheatley  
Houston, Texas 77091  
Phone: (713) 692-7161  
Fax: (713) 961-7131  
Website: [www.dscreation6754244.homestead.com](http://www.dscreation6754244.homestead.com)  
Email: [info@acreshomecenter.org](mailto:info@acreshomecenter.org)

### **AMERICAN INDIAN CHAMBER OF COMMERCE OF TEXAS-HOUSTON**

11245 Indian Trail, 2nd Floor  
Dallas, Texas 75229  
Phone: (972) 241-6450 ~ Toll Free: (866) 241-6450  
Fax: (972) 241-6454  
Website: [www.aicct.com](http://www.aicct.com)  
Email: [tmarshall@aicct.org](mailto:tmarshall@aicct.org)

### **ASIAN CHAMBER OF COMMERCE**

6833 W. Sam Houston Parkway, Suite 206  
Houston, Texas 77072  
Phone: (713) 782-7222  
Fax: (713) 981-6204  
Website: [www.asianchamber-hou.org/](http://www.asianchamber-hou.org/)  
Email: [info@asianchamber-hou.org](mailto:info@asianchamber-hou.org)

### **CITY OF HOUSTON OFFICE OF BUSINESS OPPORTUNITY**

611 Walker, 7th Floor  
Houston, Texas 77002  
Phone: (832) 393-0600  
Fax: (713) 837-9050  
Website: [Will.Norwood@houstontx.gov](mailto:Will.Norwood@houstontx.gov)  
Email: [Will.Norwood@houstontx.gov](mailto:Will.Norwood@houstontx.gov)

### **GREATER HOUSTON WOMEN'S CHAMBER OF COMMERCE**

3015 Richmond, Suite 200  
Houston, Texas 77098  
Phone: (713) 782-3777  
Fax: (281) 400-3635  
Website: [www.ghwcc.org](http://www.ghwcc.org)  
Email: [info@ghwcc.org](mailto:info@ghwcc.org)

### **GREATER HOUSTON BLACK CHAMBER OF COMMERCE**

2808 Wheeler  
Houston, Texas 77004  
Phone: (713) 522-9745  
Fax: (713) 522-5965  
Website: [www.hccoc.org](http://www.hccoc.org)  
Email: [info@hccoc.org](mailto:info@hccoc.org)

### **HOUSTON AREA URBAN LEAGUE, INC**

1301 Texas  
Houston, Texas 77002  
Phone: (713) 393-8700  
Fax: (713) 393-8790  
Website: [www.haul.org](http://www.haul.org)  
Email:

### **HOUSTON HISPANIC CHAMBER OF COMMERCE**

1801 Main Street, Suite 890  
Houston, TX 77002  
Phone: (713) 644-7070  
Fax: (713) 644-7377  
Website: [www.houstonhispanicchamber.com](http://www.houstonhispanicchamber.com)  
Email: [info@houstonhispanicchamber.com](mailto:info@houstonhispanicchamber.com)

### **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

Three Riverway, Suite 555  
Houston, Texas 77056  
Phone: (713) 271-7805  
Fax: (713) 271-9770  
Website: [www.hmsdc.org](http://www.hmsdc.org)  
Email: [info@hmsdc.org](mailto:info@hmsdc.org)

### **INDO AMERICAN CHAMBER OF COMMERCE OF GREATER HOUSTON (THE)**

1535 West Loop South, Suite 200  
Houston, Texas 77027  
Phone: (713)-624-7132  
Fax:  
Website: [www.iaccgh.com](http://www.iaccgh.com)  
Email: [info@iaccgh.com](mailto:info@iaccgh.com)

### **LEAGUE OF UNITED LATIN AMERICANS (LULAC)**

PO Box 8620  
Houston, Texas 77249  
Phone: (713) 695-5980  
Fax: (713) 691-4128  
Website: <http://www.lulacdistrictviii.org/>  
Email: [d8mgr@lulac.org](mailto:d8mgr@lulac.org)

### **N.A.A.C.P. ECONOMIC DEVELOPMENT COMMITTEE**

2002 Wheeler  
Houston, Texas 77004  
Phone: (713) 526-3389  
Fax: (713) 630-2699  
Website: [www.naacp-houston.org](http://www.naacp-houston.org)  
Email: [economics@naacphouston.org](mailto:economics@naacphouston.org)

### **NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS- GREATER HOUSTON CHAPTER (NAWBO-GHC)**

P.O. Box 56583  
Houston, TX 77256-6583  
Phone: (713) 487-8475  
Fax: (713) 974-1835  
Website: [www.nawbohouston.org](http://www.nawbohouston.org)  
Email: [membership@nawbohouston.org](mailto:membership@nawbohouston.org)

### **NATIVE AMERICAN CHAMBER OF COMMERCE**

7457 Harwin, Suite 307  
Houston, Texas 77036  
Phone: (832) 251-6367  
Fax: (832) 251-6312  
Website: [www.nativeamericanchamber.org](http://www.nativeamericanchamber.org)  
Email: [info@namcham.org](mailto:info@namcham.org)

### **TSU/ECONOMIC DEVELOPMENT CENTER**

3100 Cleburne Street, Jesse H. Jones School of Business, Room 151,  
Houston, Texas 77004  
Phone: (713) 313-7785  
Fax: (713) 313-7101  
Website: [www.tsu.edu](http://www.tsu.edu)  
Email: [conneraa@tsu.edu](mailto:conneraa@tsu.edu)

### **WOMEN'S BUSINESS ENTERPRISE ALLIANCE**

9800 Northwest Freeway Suite 120  
Houston, Texas 77092  
Phone: (713) 681-9232  
Fax: (713) 681-9242  
Website: [www.wbea-texas.org](http://www.wbea-texas.org)  
Email: [aday@wbea-texas.org](mailto:aday@wbea-texas.org)

## **M/WBE Organizations & Associations (Construction)**

### **ALLIANCE OF MINORITY CONTRACTORS OF HOUSTON**

P.O. Box 920859  
Houston, Texas 77292-0859  
Phone: (713) 802-4154  
Fax: (713) 460-0673  
Website: [www.amch.biz/](http://www.amch.biz/)  
Email: [info@amc-houston.org](mailto:info@amc-houston.org)

### **ASIAN AMERICAN ENGINEERS/ARCHITECTS**

2525 North Loop West, Suite 300  
Houston, Texas 77008-1094  
Phone: (713) 861-7068  
Fax: (713) 861-4131  
Website: [www.aaea-houston.org](http://www.aaea-houston.org)  
Email: [mrueda@landtech-inc.com](mailto:mrueda@landtech-inc.com)

### **ASSOCIATION OF BLACK CONSULTING ENGINEERS AND ARCHITECTS**

P.O. Box 771992  
Houston, Texas 77215  
Phone: (713) 988-0145  
Fax: (713) 988-4624  
Website: [www.abcea.org](http://www.abcea.org)  
Email: [info@blackarchitectsandengineershouston.org](mailto:info@blackarchitectsandengineershouston.org)

### **HOUSTON HISPANIC ARCHITECTS AND ENGINEERS**

P.O. 421372  
Houston, Texas 77042  
Phone: (713) 426-7488  
Fax: (713) 850-7308  
Website: [www.hhae.org](http://www.hhae.org)  
Email: [lindac@kirksey.com](mailto:lindac@kirksey.com)

### **NATIONAL ASSOCIATION OF MINORITY CONTRACTORS,**

### **INC. - GREATER HOUSTON CHAPTER**

3825 Dacoma St.  
Houston, Texas 77092  
Phone: (713) 843-3791  
Fax: (713) 843-3777  
Website: [www.namctexas.org](http://www.namctexas.org)  
Email: [info@namctexas.org](mailto:info@namctexas.org)

### **NATIONAL ASSOCIATION OF WOMEN IN CONSTRUCTION- HOUSTON CHAPTER (NAWIC)**

8354 Sorrell Dr.  
Houston, TX 77064  
Phone: (281) 639-3841  
Fax: (281) 304-1773, fax  
Website: [www.nawic-houston.com](http://www.nawic-houston.com)  
Email: [swhitley@toneyconstruction.com](mailto:swhitley@toneyconstruction.com)

### **WOMEN CONTRACTORS ASSOCIATION**

134 Vintage Park Blvd, Suite A-171  
Houston, Texas 77070  
Houston, Texas 77065  
Phone: (713) 807-9977  
Fax: (713) 807-9917  
Website: [www.womencontractors.org/](http://www.womencontractors.org/)  
Email: [director@womencontractors.org](mailto:director@womencontractors.org)

## **M/WBE Newspapers and Periodicals**

### **AFRICAN-AMERICAN NEWS & ISSUES**

6130 Wheatley Street  
Houston, Texas 77091-3947  
Phone: (713) 692-1100  
Fax: (713) 692-1892  
Website: [www.aframnews.com](http://www.aframnews.com)  
Email: [news@aframnews.com](mailto:news@aframnews.com)

### **FORWARD TIMES**

P. O. Box 8346  
Houston, Texas 77004  
Phone: (713) 526-4727  
Fax: (713) 526-3170  
Website: [www.forwardtimesonline.com](http://www.forwardtimesonline.com)  
Email: [forwardtimes@forwardtimes.com](mailto:forwardtimes@forwardtimes.com)

### **HOUSTON DEFENDER (THE)**

12401 South Post Oak, #223  
Houston, Texas 77045  
Phone: (713) 663-6996  
Fax: (713) 663-7116  
Website: [www.defendernetwork.com](http://www.defendernetwork.com)  
Email: [ads@defendermediagroup.com](mailto:ads@defendermediagroup.com)

### **HOUSTON INSIDER (THE)**

1713 Rosewood Street  
Houston, Texas 77004  
Phone: (713) 526-0544  
Fax: (713) 526-0545  
Website: [www.thehoustoninsider.com](http://www.thehoustoninsider.com)  
Email: [sales@thehoustoninsider.com](mailto:sales@thehoustoninsider.com)

### **INFORMER (THE)**

9104-A Bellaire  
Houston, Texas 77036  
Telephone: (713) 771-4363  
Fax: (713) 270-8222

### **LA INFORMACIÓN**

6065 Hillcroft, Suite 102  
Houston, Texas 77081  
Telephone: (713) 272-0100  
Fax: (713) 272-0011  
Website: <http://www.lainformacion.us/>  
Email: [lina.martinez@lainformacion.us](mailto:lina.martinez@lainformacion.us)

### **LA PRENSA DE HOUSTON**

7100 Regency Square, Suite 217  
Houston, Texas 77036  
Phone: (713) 334-4959  
Fax: (713) 334-4995  
Website: [www.prensadehouston.com](http://www.prensadehouston.com)  
Email: [info@prensadehouston.com](mailto:info@prensadehouston.com)

### **LA VOZ DE HOUSTON**

4747 SW Freeway  
Houston, Texas 77027-6901  
Telephone: (713) 362-8100  
Fax: (713) 362-8630  
Website: <http://lavoztx.com/>  
Email: [lavoz@chron.com](mailto:lavoz@chron.com)

### **MINORITY PRINT MEDIA, LLC dba HOUSTON STYLE MAGAZINE**

PO Box 14035  
Houston, Texas 77221-4035  
Phone: (713) 748-6300  
Fax: (713) 748-6320  
Website: [www.stylemagazine.com](http://www.stylemagazine.com)  
Email: [advertising@stylemagazine.com](mailto:advertising@stylemagazine.com)

### **SOUTHERN CHINESE DAILY NEWS**

11122 Bellaire Blvd.  
Houston, Texas 77072  
Telephone: (281) 498-4310  
Fax: (281) 498-2728  
Website: <http://www.scdaily.com/>  
Email: [ad@scdaily.com](mailto:ad@scdaily.com)

### **VOICE OF ASIA**

8303 S. W. Freeway, Suite 325  
Houston, Texas 77074  
Phone: (713) 774-5140  
Fax: (713) 774-5143  
Website: [www.voiceofasiaonline.com](http://www.voiceofasiaonline.com)  
Email: [voiceasia@aol.com](mailto:voiceasia@aol.com)

### **WORLD JOURNAL OF TEXAS, INC.**

10415 Westpark, Suite A  
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# RFP #14-01-04 FROZEN FOOD AND STAPLE GROCERIES – ANNUAL (Food Service)

## VII. FORM C - ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

### (NON-CONSTRUCTION CONTRACTS)

The Houston Independent School District ("the District") is required to obtain certain certifications from organizations receiving District payments paid from federal funds budgets.

Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and the District's sub-contractors shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the agreement, dated [date] (the "Agreement"), between the District and [name of vendor] ("Vendor") in all situations where the vendor has been paid from federal funds.

**1. Equal Employment Opportunity** – In fulfilling its obligations under the Agreement, Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. Rights to Inventions Made Under a Contract or Agreement** – To the extent that the Agreement requires the performance of experimental, developmental or research work, Vendor agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

**3. Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), as amended** – In the event that the fees payable to Vendor under the Agreement exceed \$100,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.*). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

**4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)** - In the event that the fees payable to Vendor under the Agreement exceed \$100,000, vendor shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the vendor.

**5. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small

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purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**6. Access to Records** – Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor that are directly pertinent to Vendor's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

**7. Applicability to Subcontractors** – Vendor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

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Company Name

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Corporate Officer's Signature

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Printed Name

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Street Address

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City, State and Zip Code



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## VIII. FORM D - PRICING AND SERVICE AFFIRMATION

Proposal of: \_\_\_\_\_  
(Proposer Company Name)

To: Houston Independent School District

RFP Number: \_\_\_\_\_

RFP Name: \_\_\_\_\_

Proposer will provide the product/services to the Houston Independent School District (“HISD”) and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. HISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels. Please see Price Schedule (**Form F**) to this RFP.

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above- referenced RFP upon the terms quoted below.

### \_\_\_.1 **Price and Products/Services Quotation**

The prices quoted shall be HISD’s pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that HISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement.

Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFP response.

### \_\_\_.2 **Price Assurance**

Proposer agrees that, if Proposer is awarded a contract, equal and identical pricing may be extended to another governmental agency (see section 2.15.2 and 2.29 of this RFP).

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### \_\_3 HISD Payment Terms

HISD's standard payment terms for services are "net 30 days" from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to HISD:

### \_\_4 General Terms and Conditions

Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFP unless exceptions are identified in the Exception Form (Form E).

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_days / net 30 days.

Respectfully submitted:

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Corporate Officer's Signature )

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## IX. FORM E - EXCEPTION FORM

**All deviations and exceptions to this RFP must be expressly stated in this Exception Form (additional pages to this form may be added if necessary). In the absence of any entry on this Exception Form, the Proposer(s) assures HISD of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFP. THIS EXCEPTION FORM MUST BE SIGNED BY EACH PROPOSER(S) WHETHER THERE ARE EXCEPTIONS LISTED OR NOT, AND SUBMITTED WITH THE PROPOSAL.**

SECTION #, PARAGRAPH # (OR SUBSECTION #) AND PAGE	EXCEPTION

Company Name \_\_\_\_\_

Corporate Officer's Signature

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

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### **X. FORM F - (PRICE SCHEDULE)**

Proposer is asked to submit pricing as identified in Section IV. A hard copy of Form F must be submitted under Tab 7 in the proposal. All price schedules must be submitted on a USD or CD with the RFP in non pdf format along with a hard copies for the original set and each of the two copies of the RFP submittal. Do not change any information on the price schedule.

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### XI. FORM G - SUPPLIER RELATIONS – CHE (LOCAL) QUESTIONNAIRE:

*Board of Education Policy CHE (Local) adopted October 11, 2012 requested that all proposers supply the Board of Education the information contained below. While this information is requested in other parts of Form A this questionnaire provides the information specifically related to CHE (Local).*

Legal Name of Business: \_\_\_\_\_

Type of Business and  
types of products or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Names of parent company, subsidiaries, or other name under which they are currently conducting or have previously conducted business with the District:

Parent Company

Subsidiaries	Subsidiaries

Other Names	Other Names

Number of Full Time Employees: \_\_\_\_\_ Part Time Employees: \_\_\_\_\_

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Names of owners, principal shareholders or stockholders, officers, agents, salespeople and key employees who have been members of the HISD Board of Education during the last 5 years:

[illegible]

Names of owners, principal shareholders or stockholders, officers, agents, salespeople and key employees who have been District employees or members of their immediate families who are either working or potentially working on this District's contract(s):

[illegible]

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Ethnic group of the majority owners  
(to identify minority businesses) \_\_\_\_\_

Authorized agents, including any person or entity who is authorized to 'act with' or 'act on your behalf', such as consultants, sub-contractors, re-sellers, and/or lobbyist, confidants, etc., whether compensated or not compensated.

Names	Names

Certification of authority and/or any license or certificate required to conduct business within the State of Texas and/or City of Houston in accordance with any governing federal, state, and local statutes, regulations and ordinances:

License Number and Type	License Number and Type

Financial and business references, including bank with which the company conducts business:

Name of Bank: \_\_\_\_\_

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Bank Officer \_\_\_\_\_ Officers Telephone Number \_\_\_\_\_

Other Banking/finance Institutions:

Finance Institution Name	Finance Institution Name

Name of insurance companies and bonding company (if applicable)

Insurance Companies	Insurance Companies

Bonding Company	Bonding Company

Identification of any past, pending, or present litigation involving the District and any company owners, principal shareholders or stockholders, officers, agents, salespeople or employees.

Style of Litigation	Type of Litigation	Current Status



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Style of Litigation	Type of Litigation	Current Status

Relationship to any Political Action  
Committees (PAC) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**(Make copies of any table if additional rows are needed and attach additional sheets)**

I attest that I have answered the questions relating to CHE (Local) truthfully and to be best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

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## FORM H SUBSECTION I

### **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Name/Address of Organization

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Printed Name/Title of Submitting Official

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Signature

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Date

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## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

(See next page for public burden disclosure.)

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:		
<b>6. Federal Department / Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MD):</i>			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MD):</i>		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>          (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16. Information requested through this form is authorized by article 31 U.S.C. section 1352.</b> 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		

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

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

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

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

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**FORM H**  
**SUBSECTION II**

**US Department of Agriculture**

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Certification Regarding Clean Air and Water Act

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- 1) Read the statement listed below;
- 2) An officer of the company must sign below only if compliant with the Clean Air and Water Act in the space provided at the bottom of the page.

**Statement:**

*I, the vendor, am in compliance with all standards, orders or regulations issued pursuant to the Clean Water Act of 1970, as Amended (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), executive Order 117389 and Environmental protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A -102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator of the Enforcement.*

Name of Company\_\_\_\_\_

Signature of Officer\_\_\_\_\_

Printed Name and Title of Officer\_\_\_\_\_

Date\_\_\_\_\_

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## **FORM H** **SUBSECTION III**

**Houston Independent School District**

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Certification Regarding Hazard Analysis and Critical Control Points (HACCP)

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1. Read the statement listed below;
2. All products purchased by the Houston Independent School District ("HISD or, "the district") must be manufactured in compliance with HACCP regulations. The District requires all proposers to complete the statement below regarding HACCP compliance.

**Statement:**

I certify all products bid on this proposal are processed and packaged in a HACCP compliant plant, and by signing this statement I understand certification of compliance by a qualified and recognized third party HACCP auditor is required to be considered HACCP compliant.

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Printed Name of Company Officer

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Title of Company Officer

Before me the undersigned authority appeared \_\_\_\_\_ who is the \_\_\_\_\_ of \_\_\_\_\_ and states that he/she is signing this document for the purposes and intentions therein stated.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

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Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Proposer, that Affiant is associated with the Proposal in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

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Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

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Notary Public