



Region 8 Education Service  
Center (Region 8 ESC)  
Solicitation Cover Sheet

Solicitation # R8FPC072019

Due Date: May 18, 2018

**DUE NO LATER THAN 3:00 PM (CST)**

**LATE BIDS WILL NOT BE ACCEPTED**

**Request for Proposal (RFP): General Grocery & Related Categories**

Company Name		
Company Address		
City	State	Zip
Taxpayer I.D. #		
Telephone	Fax	E-mail
Billing Address if different from above		
Authorized Representative Name		
Authorized Representative Signature		

*Your signature attests to your offer to provide the goods and/or services in this solicitation according to the published provisions of this solicitation. Contract is not valid until the Region 8 ESC Board of Directors has approved the award.*

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**General Grocery & Related Categories # R8FPC072019**

<b>Purpose of Solicitation</b>	Region 8 Education Service Center is seeking to establish an agreement with one or more businesses, public or private organizations or other entities that wish to provide Vendor products/services to the Region 8 and Region 7 ESC Child Nutrition Programs – Region 8 Purchasing Cooperative. Region 8 Education Service Center seeks Request For Proposals from firms to perform a variety of services, upon request, related to the efficient and economical operation of public organizations such as regional education service centers, school districts, charter schools, and other governmental entities.
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<b>Length of Solicitation</b>	The contract will be effective July 15, 2018 - July 14, 2019, with the option to extend up to two (2) additional, one (1) year periods, or through July 14, 2021. Extension will be done in writing, if all parties are in agreement upon approval of the Region 8 ESC Board of Directors.
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<b>Terms and Conditions</b>	<p>This solicitation shall be governed by the following documents which are incorporated herein. Any exception to the terms and conditions must be included in the Proposer’s response.</p> <p><b>Texas Education Code 44.031</b>  <b><i>Purchasing and Acquisition, ESC 8 Policy CH (Legal)</i></b>  <b><i>Purchasing and Acquisition, ESC 8 Policy CH (Local)</i></b>  <b>United States Department of Agriculture, Texas Department of Agriculture and the Federal CFR related to school lunch programs.</b></p> <p>Region 8 ESC reserves the right to award this contract as best meets the district needs to include by line items, group, single, dual or multiple award.</p>
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Region 8 ESC will accept sealed proposals either by mail or hand delivery until **Friday, May 18, 2018 at 3:00 PM**. Please make certain that the Solicitation number is written clearly on the front of your envelope/box. Proposals received after the opening date and time will not be accepted and will be returned unopened.

Submission Package must include:

- One (1) Original marked **“ORIGINAL”** and signed in Blue Ink
- One (1) Electronic copy on a thumb drive
- Attachment A – Specifications/Pricing in Excel or equivalent format

Mail to:     Region 8 ESC  
                  Attn: Karyn Buckner  
                  4845 US Hwy 271 North  
                  Pittsburg, Texas 75686

For additional information contact Karyn Buckner in writing [kbuckner@reg8.net](mailto:kbuckner@reg8.net) or via fax at 1(866) 929-4406.

The members of Region 8 Food Cooperative will make final recommendation to the Region 8 ESC Board. Award of the proposal will take place at a public Region 8 ESC board meeting. The Board of Region 8 ESC reserves the right to accept, reject in part or in whole, any and/or all proposals, waive minor technicalities, to award contracts for individual items as they may appear advantageous to the Region 8 ESC and its members or to award the proposal to the most responsible offeror which best serves the interest of the Region 8 ESC and its members. The Region 8 Board will place primary consideration of the member recommendation for all RFP’s concerning the Region 8 Food Cooperative. The Region 8 Food Cooperative works to connect K-12 schools and local food producers to improve student nutrition, provide agriculture and nutrition opportunities and support local and regional farmers.

**STANDARD TERMS AND CONDITIONS**  
**GENERAL GROCERY & RELATED CATEGORIES**

The words “bids,” “request for proposals,” “quotes,” RFPs,” solicitation,” procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed quotes, and other procurement solicitations to which they are attached. The term “vendor” means each awarded vendor chosen by Region 8 Education Service Center.

These Standard Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Contracts awarded pursuant to this RFP comply with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. § 200.318-326. It is the intent of Region 8 ESC to comply with the most restrictive federal (EDGAR) or state (FARSG) rule or regulation, and Region 8 ESC intends to conduct a cost or price analysis in connection with every procurement action using federal funds. Each member shall conduct a cost or price analysis in connection with the awarded contracts to ensure their district is utilizing federal funds to the best interest of their district. Region 8 ESC will not be responsible for ensuring individual district’s decisions are in the individual district’s best interest.

This Agreement is entered into between Region 8 Education Service Center (Region 8 ESC), on behalf of its purchasing cooperative members, and Vendor having submitted a proposal in response to a procurement solicitation issued by Region 8 ESC and whose proposal has been accepted and awarded by Region 8 ESC. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Region 8 ESC and Vendor, intending to be legally bound, and subject to the terms, conditions, special considerations and provisions of this Agreement, agree as follows:

1. **PROCUREMENT METHOD:** Region 8 ESC is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services.

- **GPO UTILIZATION:** Respondent’s election to utilize a GPO is their sole discretion. Region 8 ESC Food Cooperative, its members or Region 8 ESC will not participate in the utilization of a GPO for a single respondent. Respondent assumes all responsibility for use of a GPO, free from correlation on any part with this RFP, its owners or its member districts, who shall not participate or assist any respondent in the GPO process. Region 8 ESC presents a “hold harmless” in regard to election of utilization of a GPO by respondent. Any respondent who offers pricing secured through a GPO, must hold pricing for the bid term as cited in this RFP.

2. **ESTIMATED QUANTITIES/FORECASTING:** The good(s) and/or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ). The listed items are commonly acquired items and prices and product specifications will be used to determine best value. Region 8 ESC, and its cooperative members, makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. Region 8 ESC, and its cooperative members, makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation. Quantities specified are per unit of measure listed in the proposal solicitation and are only a good faith” estimate of quantities that may be purchased.

3. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by Region 8 ESC, and/or its cooperative members, to be the best value, best response to meet the needs of the member districts including but not limited to pricing. Any vendor attempting to participate in a “low ball” bid will not be considered a reliable respondent. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

Copyrighted proposals are unacceptable and may be disqualified. Potential vendors should be willing to negotiate during the contract term areas such as and not limited to, quantity and scope of the products and/or services to be provided, deliveries, shipments, items and/or addition or removal of products in the best interest of both parties upon mutual agreement of an approximate +/- 25% which shall prevent a material change.

#### 4. RIGHTS RESERVED BY REGION 8 ESC AND RESTRICTIONS ON RFP PROCESS:

- a. Region 8 ESC reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals, and institute an emergency renewal of existing contracts if, all attempts at negotiations fail and the best interest of Region 8 ESC and/or its purchasing cooperative members is not provided in the responses received.
- b. Conduct oral interviews/discussions or presentations necessary to select the best value, products and/or services from potential Vendor and/or to obtain competitive pricing.
- c. Region 8 ESC reserves the right to reject in part or in whole, any and/or all proposals, to award contracts for individual products and/or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of Region 8 ESC and/or its purchasing cooperative members.
- d. Region 8 ESC further reserves the right to accept, reject or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof, including items, products or services as deemed necessary throughout the term of the contract.
- e. Region 8 ESC further reserves the right to waive any formalities or technicalities if deemed in the best interest of Region 8 ESC and/or its purchasing cooperative members.
- f. Region 8 ESC also reserves the right as sole judge of quality and equality, vendor, broker or manufacturer will not assume or participate in this process. R8FRP cooperative members will serve as decision makers in regard to this process for their individual districts for the purpose of satisfying the needs of their individual programs.
- g. Region 8 ESC further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards, rests solely with Region 8 ESC, Region 8 ESC Food Cooperative and/or its members. Region 8 ESC may make multiple awards; this should be taken into consideration by each proposer.

5. FINANCIAL RESPONSIBILITY: Region 8 ESC assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.

6. AGREEMENT TERMS: The terms of this Agreement shall govern all procurements conducted here under. No pre-established terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing from Region 8 ESC, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by Region 8 ESC.

7. ADDENDUM: Any interpretations, corrections, additions or changes to this RFP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by Region 8 ESC.

8. CLARIFICATIONS: Region 8 ESC may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change or modify its proposal in any way except to the extent of correction of the error. Discussion between Region 8 ESC and Vendor can also take place after the initial receipt of proposals. Region 8 ESC reserves the right to conduct discussions with all, some or none of the Vendors submitting proposals. Region 8 ESC will not assist the Vendor in the completion, revision or modification of its proposal and proposer

shall not request the assistance of any member of Region 8 ESC cooperative in the procurement process regarding this contract. This is offered as a right to negotiation of proposal in all areas with the exception of pricing. No negotiation or discussion of pricing will be offered.

9. ASSIGNMENT DELEGATION: Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of Region 8 ESC. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the *prior* written approval of Region 8 ESC. Vendor is required to notify Region 8 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within thirty (30) business days of such change.

10. PROHIBITION AGAINST CONTACT: Vendors shall restrict all contact with Region 8 ESC, and its cooperative members, and direct all questions regarding this RFP to the Point of Contact specified in this solicitation. Do not contact members of the Board of Trustees, the Executive Director or other employees of the Region 8 Education Service Center or any cooperative member representative. Contact with any of these prohibited individuals after issuance of the RFP and before execution of a contract, may result in disqualification of your Proposal. Vendor must make every attempt to not communicate with Region 8 ESC employees and/or cooperative members regarding this proposal but, currently awarded proposer may continue to service existing contracts through effective date of contract expiration.

11. CONFLICT OF INTEREST: No employee, officer, or agent may participate in the planning, advertising, selecting, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. See 2 CFR § 200.318(c)(1). Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm consideration for a contract. Chapter 176 of the Local Government Code requires any Vendor that does business Region 8 ESC, and/or its cooperative members, to complete a Conflict of Interest Questionnaire (Form CIQ) in the following situations:

The vendor has a business relationship with a local governmental entity and:

- a. Has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer;
- b. Has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with an aggregate value of more than \$100 in the 12-month period (excludes food);
- c. Has a family relationship with a local government officer of that local governmental entity; or
- d. The amount of a contract that is either executed or under consideration between the vendor and that local governmental entity exceeds \$1 million. The completed conflict of interest questionnaire must be filed with the Region 8 ESC Food Purchasing Office not later than the seventh business day after the later of  
the date that the vendor:
  - i. Begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - ii. Submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - iii. An employment or other business relationship with a local government officer, or a family member of the officer;
  - iv. Giving one or more gifts, as defined above; or
  - v. A family relationship with a local government officer.

- e. The vendor filing the questionnaire must:
  - i. Describe each employment or business and family relationship the vendor has with each local government officer of the local governmental entity;
  - ii. Identify each employment or business relationship with respect to which the local government officer receives, or is likely to receive, taxable income, other than investment income, from the vendor;
  - iii. Identify each employment or business relationship with respect to which the vendor receives, or is likely to receive, taxable income, other than investment income, that:
    - iv. Is received from, or at the direction of, a local government officer of the local governmental entity; and
    - v. Is not received from the local governmental entity; and
  - v. Describe each employment or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:
  - vi. Serves as an officer or director; or
  - vii. Holds an ownership interest of one percent or more. If no conflict of interest exists, you must type "N/A" on Box 1 of the Form CIQ, sign it, and date it. A vendor shall file an updated completed questionnaire with the Region 8 ESC Business Office not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- f. The Region 8 ESC Business Office shall:
  - i. Maintain a list of local government officers of the local governmental entity and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire; and
  - ii. Maintain the statements and questionnaires that are required to be filed under this chapter in accordance with the local governmental entity's records retention schedule. In addition, Chapter 176 of the Local Government Code requires a local government officer to file a Conflict of Interest Disclosure (Form CIS) with respect to a Vendor if:
- g. The Vendor enters into a contract with the local government entity or the local governmental entity is considering entering into a contract with the vendor, AND

The Vendor has:

- i. An employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-months preceding the date that the officer becomes aware that:
  - ii. A contract between the local governmental entity and Vendor has been executed; or
  - iii. The local governmental entity is considering entering into a contract with the Vendor;
- h. Has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - i. A contract between the local governmental entity and Vendor has been executed; or
  - ii. The local governmental entity is considering entering into a contract with the Vendor; or
  - iii. Has a family relationship with the local government officer.
- i. Region 8 ESC current Board of Directors include: Dr. Dennis Townsend, Mr. James Morton, Ms. Mickey Allen, Dr. Mike Jansen, Mr. Willie Williams, Ms. Sandra Billodeau, Ms. Margaret Davis, Region 8 ESC current local government officers include, but not limited to: Dr. David Fitts, Dr. Jason McCullough, Richele Langley, Michele Leach and Karyn Buckner.

- j. Failure to comply with Chapter 176 of the Local Government Code requirements is an offense:
  - 1. Class C misdemeanor if the contract amount is less than \$1 million;
  - 2. Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
  - 3. Class A misdemeanor if the contract amount is at least \$5 million. The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a violation of Chapter 176 of the Local Government Code has occurred.

12. **NON-COLLUSION:** By submitting an offer, Vendor affirms that the Contractor, including its officers, employees, or agents, has not prepared its submitted offer in collusion with any other bidder participation in this procurement solicitation and that the contents of their submittal have not been communicated by the offeror nor by any employee, officer or agent of the offeror to any other person engaged in this type business prior to the official submission deadline. The vendor, by submitting this proposal, certifies and represents to Region 8 ESC that the Vendor has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this procurement solicitation; the Vendor also certifies and represents that Vendor has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this procurement solicitation; the Vendor certifies and represents that the Vendor has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Region 8 ESC, or its cooperative members, concerning this bid on the basis of any consideration not authorized by law; the Vendor also certifies and represents that the Vendor has not received any information not available to other Vendors so as to give the undersigned a preferential advantage with respect to this bid; the Vendor further certifies and represents that Vendor has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that the Vendor will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Region 8 ESC, or its cooperative members, in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Vendor certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Region 8 ESC, or its cooperative members, in connection with information regarding this procurement solicitation, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

13. **DISQUALIFICATION:** A Vendor may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

14. **DEVIATIONS AND EXCEPTIONS:** All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the Deviations and Exceptions Form. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

15. **SPECIFICATIONS:** Specifications may be those developed by the Region 8 ESC, and/or its cooperative members, to represent items of regularly manufactured products.

- a. Region 8 Education Service Center specifications have been developed by the Food Purchasing Cooperative Manager or members to show minimal standards as to the usage, materials, and contents based on their needs.
- b. Manufacturer's specifications, when used by the Region 8 Education Service Center, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered,

c. If any conflict exists, specification will override referenced brand. Compliance with all specifications and conditions is required. All proposals must include a detailed statement of exceptions taken to any part of the request.

16. **EQUIVALENT CLAUSE:** Whenever an article or material is defined in this solicitation by describing a proprietary product, or by using the name of a manufacturer, brand name or vendor, the term “or equal, or pre-approved equal, or approved equal”, if not inserted, shall be implied (as applicable). The specified article or material shall be understood as indicating type, necessity, minimum standard, product and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, standard and product (as applicable). Region 8 reserves the right to qualify/disqualify products offered for any/all products offered. Preferred brand is listed with an \* (asterisk) and provides forecasting based upon specific brand, product requested. Equivalent of Preferred brand must be discussed prior to bid closing date as negotiations of products may continue for 30 days after bid opening. Negotiated product must meet specifications of identical origin as many may be requested to reduce sodium, allergens or meet specific age/grade and/or program needs. Region 8 ESC may specify a list of approved brands as part of a specification and/or technical requirement in order to demonstrate what types of products are acceptable. CE’s shall test and approve brands that meet their standards and student preferences. The object of testing must not be to determine the best product on the market but rather to determine which products are of acceptable quality to meet the needs of the program. Product testing procedures shall provide for an objective evaluation of tested products, and documentation of test results must be maintained on file with the CE. These requests for brand specific products are allowed through Section 17, Administrator’s Reference Manual, Page 17.71 (88).

[http://www.squaremeals.org/Portals/8/files/ARM/ARM\\_Section17\\_Procurement\\_V001\\_161129.pdf](http://www.squaremeals.org/Portals/8/files/ARM/ARM_Section17_Procurement_V001_161129.pdf)

17. **SAMPLES:** Samples may be requested, and are to be delivered by the bidder to the attention of the Purchasing Manager, 4845 U.S. Hwy. 271 N., Pittsburg, Texas 75686, or other location designated by the Purchasing Manager, for examination of such samples.

- a. Notification of sample delivery must be sent to the Purchasing Manager via email and provide estimated delivery date, delivery tracking information, if applicable, actual delivery date, and who signed to accept delivery.
- b. Samples needed for a proposal to be evaluated properly must be delivered within ten (10) working days from the time the vendor is notified.
- c. Each sample must be clearly marked to show the bidder’s name, address, proposal title and proposal item number for which the sample is being proposed.
- d. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

18. **RESPONSIVE PROPOSAL:** Proposals shall be deemed responsive if they comply with all material and administrative aspects of this procurement solicitation.

19. **RESPONSIBLE VENDOR:** A Vendor with adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the products and/or services herein, and have an adequate number of trained personnel to ensure quality and performance and completion of contract within the specified time period.

20. **UNRESPONSIVE VENDORS:** Proposals from unresponsive vendors will not be accepted. Vendors having a history of inconsistent service and unreliability will not be considered by Region 8 ESC to be a responsible bidder.

21. **PENALTIES:** If Vendor is unable to provide the goods or services at the prices quoted in Vendor’s proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, Region 8 ESC may take the following action(s):

- a. Insist that Vendor honor the quoted price(s) specified in the Vendor’s proposal;



- b. Have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal, as determined by Region 8 ESC;
- c. Have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
- d. Require vendor to offer a pre-approved equivalent by Region 8 ESC for the vendor's price on the original item. This is not offered as an exception to provide awarded items; it is an option for products which cannot be continued as offered.
- d. Recommend that Vendor no longer be given the opportunity to submit a proposal to Region 8 ESC and/or that this Agreement be terminated.

22. **RECORDS RETENTION:** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to Region 8 ESC, and its cooperative members, under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by Region 8 ESC, and its cooperative members, for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by Region 8 ESC, or its cooperative members, of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

23. **RIGHT TO AUDIT:** Region 8 ESC, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Region 8 ESC in connection with Vendor's work for Region 8 ESC and shall be open to inspection and subject to audit and/or reproduction by Region 8 ESC, its cooperative members, or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- a. Vendor's compliance with this Agreement and the requirements of the solicitation;
- b. Compliance with Region 8 ESC's procurement policies and procedures;
- c. Compliance with provisions for computing billings to Region 8 ESC, or its cooperative members, and/or
- d. Any other matters related to this Agreement including but not limited to sales, items out of stock, disputed invoice transactions.

24. **OPEN RECORDS/PUBLIC INFORMATION:** Region 8 ESC and/or its cooperative members are governmental entities subject to the Texas Public Information Act. Region 8 ESC considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act, (Texas Government Code, Chapter 552.001, et seq.) after a contract/agreement is awarded or the procurement terminated. Proposers are hereby notified that Region 8 ESC strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of information. Any information deemed to be confidential by Proposer should be clearly noted on the page(s) where confidential information is contained, page-by-page and line-by-line the parts of the response which it believes are exempt; however, Region 8 ESC cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Proposer may not be considered confidential under Texas law, or pursuant to a Court order. Vague or general claims to confidentiality will not be accepted. Region 8 ESC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by proposers. Vendor waives any claim against and releases from liability Region 8 ESC, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in the Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by Region 8 ESC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

25. **CONFIDENTIALITY:** Vendor and Region 8 ESC agree to secure the confidentiality of all information and records in accordance with the applicable federal and state laws, rules, and regulations. Vendor and Region 8

ESC understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

26. **INSPECTION AND ACCEPTANCE:** Awarded Vendor(s) shall deliver the goods or services procured on this contract/agreement to the Region 8 ESC department, or cooperative member, issuing a purchase order. If delivery cannot be made within the proper time period, the awarded vendor must receive authorization from the issuing Region 8 ESC department, or cooperative member, for the delayed delivery. Region 8 ESC, or its cooperative members, shall have the right to inspect the goods at delivery before accepting them.

- a. Deliveries of items should include ample time for inspection of all packaged items or bulk type shipment to include quality inspection, this right to inspection includes but is not limited to fresh, frozen, case pack foods.
- b. If a product is found defective after the initial inspection, cooperative member has 10 days to report defective item to awarded vendor, including picture of case, product and defective inspection.
- c. Awarded vendor will refund price of defective item and make all good faith efforts to properly apply the credit to the delivery invoice and issue a new invoice with correction for member's reference and payment.
- d. If defective, incorrect, or items not meeting specification are delivered, Region 8 ESC, or its cooperative members, may make the determination, in its sole discretion, to return the good(s) to the vendor at no cost to Region 8 ESC, or its cooperative members.
- e. The vendor shall be responsible for arranging the return of defective or incorrect good(s). The vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor may request product be destroyed if goods are not picked up within one (1) week after notification, the good(s) will become a donation to the Region 8 ESC cooperative member, for disposition.

27. **TITLE AND RISK OF LOSS:** Whenever Region 8 ESC cooperative members, are purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of Region 8 ESC's cooperative member's acceptance of the item or payment of the applicable invoice.

28. **DELIVERIES:** All deliveries under this Agreement shall be freight prepaid, Free on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. The Region 8 ESC and its cooperative members assume no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by Region 8 ESC and/or its cooperative members of damage. Proposal prices will include all freight and delivery charges.

29. **HOURS OF DELIVERY:** Deliveries shall be made for cooperative member school nutrition program locations, deliveries will only be accepted between 6:30 AM and 2:00 PM, unless otherwise specified by the cooperative member including but not limited to, after-hours delivery has been obtained from Region 8 ESC cooperative member. Potential vendor shall make every attempt in good faith to not restrict delivery during "food service hours for students". Awarded vendor routing shall be assigned in such a way to not interrupt the "food service hours for students", unless otherwise agreed upon by receiving campus/cooperative member and/or Region 8 ESC Cooperative.

30. **SHIPMENTS:** Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by Region 8 ESC cooperative members. If a product cannot be shipped within that timeframe, Vendor shall notify Region 8 ESC cooperative member of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. Region 8 ESC cooperative members, may cancel the order if the estimated shipping time is not acceptable to Region 8 ESC cooperative member in its sole

discretion, within 36 hours of order. Consistent failure of a Vendor to meet delivery promises without a valid reason is cause for removal and termination of contract.

F.O.B. Destination, freight prepaid are not allowed as additional fees. All merchandise ordered must be transported and delivered in the proper transport condition (i.e., Frozen and refrigerated items shall be delivered in a freezer/refrigerated truck and maintained at the appropriate temperatures). *Vendor must provide deliveries in time for use, that ensure compliance with Child Nutrition guidelines or Vendor will be responsible for repayment of lost reimbursement for period of time in default of required deliveries, if order is placed in time for scheduled delivery day.*

31. LEAD-TIME: Time of delivery is part of the proposal consideration and must be stated in definite terms and must be adhered to completely. Proposals must show the number of calendar days required to place the materials in possession of Region 8 ESC cooperative members. Do not quote shipping dates. Failure to specify the lead-time may result in disqualification from consideration. Unrealistic short or long delivery promises may cause the bid to be disregarded.

32. SHORTAGES: Vendor and/or sales agents acting on the Vendor's behalf, shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders, and/or out-of-stock items prior to delivery. The Vendor must keep the ordering entity informed at all times on the status of the order. Default in promised delivery, without acceptable reason, authorizes Region 8 ESC cooperative members to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting Vendor. No substitutions are accepted without prior written approval by Region 8 ESC cooperative members.

- a. Vendors must notify Region 8 ESC cooperative members of any known shortages, back orders, out-of-stock items, etc. that could affect multiple ordering entities for any extended period. Replacement of such item/s will not result in a material change but will institute a transfer of desired forecasting to the replacement item. This will not be instituted for distributor refusal to order product as offered.
- b. Region 8 ESC cooperative members will provide approval for a replacement product if product is no longer offered by Manufacturer. Vendor may not restrict delivery upon their "sole discretion" to remove product from their product offering or add additional product to their product catalog. Replacement of item no longer produced will not constitute a "material change", as product replaces previous product specifications, requests and forecasting. The replacement of discontinued item shall be allowed to continue menu or offerings to the Child Nutrition Program without interruption in compliance and crediting to the meal pattern. Vendor may not "replace, remove or otherwise restrict" sales of any product offered on the RFP. Vendor will be found in violation of contract terms and agreement and contract may be subject to termination for cause. Vendor may only "replace, remove or restrict" item upon directive of the Region 8 Food Cooperative Manager.

33. FORMATION OF A CONTRACT (DECLARATION OF COMPLIANCE): A response to this solicitation is an offer to contract/agreement with Region 8 ESC based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal does not become a contract/agreement unless and until it is accepted by Region 8 ESC after approval by the Region 8 ESC Board of Directors. Policy CH, BJA (Local) requires that all contracts or agreements shall be signed by the Region 8 ESC Executive Director, or the cooperative members' Superintendent, or their designee. No other personnel are authorized to execute or enter into contracts on behalf of the Region 8 ESC or the cooperative member.

34. NON-EXCLUSIVE CONTRACT: Region 8 ESC reserves the right to award multiple contracts/agreements for each RFP or category offered. Commodity categories are established at the sole discretion of Region 8 ESC. Nothing in this agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to Region 8 ESC cooperative members, unless award notification explicitly denotes a "sole source award" for a category or RFP response. Any contract resulting from this solicitation may be awarded as a non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of Region 8 ESC cooperative members. Region 8 ESC is free to have multiple contracts for the awarded goods and services, and may initiate other procurement solicitations or purchasing activity with other vendors at any time,

at Region 8 ESC's sole discretion. During the term of this Agreement, Region 8 ESC reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. Additionally, the Member's may have a need to purchase additional items within this category that are not listed on the bid. Vendor may make these items available to Region 8 ESC cooperative members through this Contract/Agreement at the same discounted pricing for catalog awards as awarded by the Board of Directors. Bids may be awarded to primary and secondary vendors on an item by item basis or by categories. End users may go to the secondary vendors to compare items for best value as part of the cost/price comparison responsibility for the members. In the event that a Vendor has an existing Region 8 ESC Agreement, in the same Agreement title, upon award, the new Agreement will immediately supersede the older contract. Individual member districts will decide, best cost/price decision for their districts including student acceptability, district service other points as assigned by member.

35. **PRICING:** All prices in Vendor's proposal should remain firm for the Term of the Agreement with the exception of market priced escalation/de-escalation contracts such as Fluid Milk, Dairy and Juice, RAW Market meats, Fresh Fruits and Vegetables. Any request for price increase shall be considered only upon notification, documentation and market baring due to Force Majeure. The price changes shall be presented to Region 8 ESC Food Purchasing Manager, for acceptance or rejection by Region 8 ESC cooperative members, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the Region 8 ESC Food Purchasing Manager and approved by the cooperative members prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase including but not limited to Force Majeure, using a known index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any). **No increase shall be granted due to negligence in bid, errors or omission of products requested for increase.**

- a. Proposal price must be submitted on units of quantity specified and extended to show total.
- b. Unit price must be shown with a minimum of 4 decimal places.
- c. In the event of discrepancies in extension, the unit price will govern.
- d. Vendors are encouraged to provide pricing on specified items, even if no estimated quantity is provided.
- e. Market items such as raw beef, poultry, pork and turkey may be presented in monthly escalation/de-escalation form. Vendor must provide Region 8 Food Purchasing Manager with market documentation supporting price increase on a monthly basis. Price increase will be derived as increase/decrease from base market price not previous month(s) price.
- f. Escalation/de-escalation of fluid milk, dairy, Raw market meats and/or Fresh Fruits and Vegetables will be allowed according to USDA Market baring. Base price will establish monthly increase/decrease for new pricing, pricing will **not** be on increase/decrease from previous month(s) price, according to USDA standards for escalation/de-escalation of goods and/or services.

36. **DISCOUNTS:** Any discounts available to Region 8 ESC cooperative members for early payment should be noted in the proposal. Vendor(s) may propose volume discounts or other adjustments to the price for large orders. Discounts may be considered in determining low proposal. Discounts should be available to all members, any members not offered bulk purchasing discount from vendor will be refunded the price difference as required by the terms of the agreement. According to federal regulations discounts and rebates are the property of the CE (Contracting Entity – Region 8 ESC Cooperative Member), Region 8 ESC does not accept discounts or rebates on behalf of members, nor does Region 8 ESC Cooperative retain those for their express use. All rebates, discounts or allowances shall be paid directly to members and be plainly marked as such.

37. **CATALOG BID:** Prices on this type of contract are based upon an approved price list or other approved method as identified in the procurement solicitation. This type of contract provides for discounts from a current manufacturer's or custom price list. A discount from a manufacturer's distributor/producers type price list or a custom price list. Current price list means the latest price list in effect between the "date mailed" as shown on the RFP and the RFP opening date.

- a. Manufacturer's price list means a price list published in some form by the manufacturer of a product and available to and recognized by the trade.
- b. Custom price list means a price list especially prepared for a given bid. Region 8 ESC shall be the sole determination as to acceptability.
- c. Price reductions shall be offered immediately upon becoming available to a vendor at any time after award.

38. SPECIAL TOOLS AND TEST EQUIPMENT: If the price includes the cost of any special test equipment fabricated or required by the Vendor for the purpose of filling this order, such special tooling and/or test equipment and any related items shall become the property of Region 8 ESC cooperative members, and shall be identified by the Vendor as such.

39. PRICE CHANGES: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in a proposal may be submitted to the Region 8 ESC for price adjustment consideration. Region 8 ESC will accept or reject increases after receipt of a properly submitted request from the Vendor, which includes documentation as to the nature of the change substantiated by, but not limited to, the following indexes: The Food Institute Report, Urner Barry Market Indexes, Producer Price Index (PPI), Consumer Price Index (CPI) and any other relevant commodity price indexes. Region 8 ESC will respond to such requests by:

- a. granting the request;
- b. reassigning the item(s) to another awarded vendor;
- c. rebidding the item(s);
- d. taking any other action as deemed necessary.

If a properly submitted increase is rejected, the vendor may cancel such items from the contract by giving Region 8 ESC written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation. Vendors are required to immediately implement any industry wide price decreases that become available. Region 8 ESC must be notified in writing of any decrease for file updating purposes and notice to cooperative members.

40. PRODUCT SUBSTITUTION: Any and all permanent substitutions require prior written approval by Region 8 ESC Cooperative Manager and cooperative members, following notice to Region 8 ESC Cooperative Manager. Any item noted as out of stock – may not provide reason for substitution. Repeated out of Stock on awarded items will provide decrease in scoring of potential “renewal” of contract for additional years if allowable by the current contract terms. Continual substitution of products as awarded is considered to defy the terms “good faith effort” to ensure availability of items offered on the agreement and could offer right of forfeiture of the contract by the vendor for failure to provide awarded items. If applicable, the product substitution request must be accompanied with CN Label or Nutritional Analysis information (less than three (3) year signature date), and/or other product information. Region 8 ESC and/or its cooperative members reserves the right to require the Vendor to offer possible substitutes if any material or equipment becomes unobtainable for extended period due to manufacturer interruption during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. The Vendor must contact the qualified ordering entity 72-hours prior to shipment of the notification to Region 8 ESC Cooperative Manager and member for notification of out of stock with justification for out of stock products. According to TDA-ARM 8.65 & 9.74 substitutions are allowed in emergency situations. These substitutions affect the meal pattern and may result in an interruption of meal service. Vendor shall assume responsibility for failure to meet meal pattern if out of stock is continual issue of any awarded food item. Vendor may claim hold harmless if, member fails to enter order of product for “day of service allowing less than 24 hours for delivery”.

If substitutions are made without prior written approval of the ordering entity, under Uniform Commercial Code, the entity shall retain the Right to Remedy and purchase the product(s) from another supplier, charging the difference of the bid price to the

41. ADDITION OF NEW GOODS AND/OR SERVICES: Region 8 ESC may add new goods and/or services throughout the term of this contract. New goods and/or services must be approved in writing by Region 8 ESC Cooperative Manager after verification of no “material change” occurring from addition of new goods or services. A material change may be referred to as +/- 25% of original like item or sales in dollars that were “not” negotiated during the course of the contract or renewal period. Region 8 reserves the right to negotiate during the contract term areas such as and not limited to, quantity and scope of the products and/or services to be provided, deliveries, shipments, items and/or addition or removal of products in the best interest of both parties upon mutual agreement of an approximate +/- 25% which shall prevent a material change. Only goods and/or services not specified elsewhere in the contract may be considered new. Pricing is subject to the terms and conditions outlined in the procurement solicitation and shall be equivalent to the percentage discount or proposed prices for other similar goods and/or services. With pre-approval from the Region 8 ESC Cooperative Manager a vendor may replace or add products to the contract if:

- a. The replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the RFP and new product will be a replacement of previous item.
- b. Goods and/or services may not be added to avoid competitive procurement procedures.
- c. The addition of new goods and/or services cannot materially change the contract between Region 8 ESC, and/or its cooperative members, and the Vendor.

Region 8 ESC may reject any proposed additions, without cause, in its sole discretion.

42. MATERIAL CHANGE: If a material change to a contract entered into between Region 8 ESC, and its cooperative members, and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, Region 8 ESC may issue a new RFP for the goods or services procured under the previously-existing contract. Material change means a modification that **substantially** exceeds and/or alters the terms of the original contract between Region 8 ESC, its cooperative members, and Vendor. Products secured as “replacement” for discontinued products will continue in the same rate as previously prescribed in this agreement and shall not constitute a “material change”. A material change shall be known as a +/-25% change as deemed necessary and agreed upon by the awarded vendor and R8FPC Manager and its members. The material change would be considered above or below this par and would have possibly caused another vendor to respond to the RFP in a way that may have secured the RFP for their company. Otherwise change of products, items, addition, removal of items shall not be viewed as a substantial material change. Withdrawal or addition of schools as agreed upon by awarded vendor and R8FPC Cooperative shall not exceed or fall beneath the threshold set in this agreement.

43. CUSTOMER SUPPORT: Vendor shall provide timely and accurate technical advice and sales support to Region 8 ESC, and its cooperative members.

44. COMPLIANCE WITH LAWS: Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules, and regulations, including, if applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of this contract/agreement, Vendor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. When required or requested by Region 8 ESC, Vendor shall furnish Region 8 ESC with satisfactory proof of Vendor’s compliance with this provision.

45. EQUAL OPPORTUNITY: It is the policy of Region 8 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every sub-contractor entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

46. SAFETY: Vendors, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by Region 8 ESC and by the Occupational Safety and Health Administration ("OSHA"). All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by Region 8 ESC. Vendor shall indemnify and hold Region 8 ESC, and its cooperative members, harmless from all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

47. MATERIAL SAFETY DATA SHEETS: Vendor must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. MSDS or appropriate sheets must be included in response documents for members to analyze product comparison. Potential vendor must also include dilution rate for products offered.

48. RECYCLED MATERIAL: Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid on this solicitation contains recycled material, identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive."

- a. Send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre-consumer content to: ATTN: REGION 8 ESC Food Cooperative Manager, 4845 US Hwy. 271 N., Pittsburg, TX 75686
- b. Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with ensuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.
- c. New or Unused: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.

49. WORKFORCE/DRUG-FREE WORK ENVIRONMENT: Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on Region 8 ESC, or its cooperative members, property, nor may such workers be intoxicated or under the influence of alcohol or drugs on Region 8 ESC's, or its cooperative members, property.

50. FORCE MAJEURE: The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, network failures, energy crisis, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, other catastrophes, or any other occurrences which are reasonably beyond such party's control. The parties to this Agreement are required to use due caution and preventative measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided

the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance is delayed or stopped by a force majeure event, Region 8 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Region 8 ESC's, or its cooperative members', contractual, legal, or equitable rights.

51. **GOVERNING LAW AND VENUE:** The laws of the State of Texas, without regard to its provisions on conflicts of laws, shall govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Camp County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

52. **PROPERTY:** In the event of loss, damage, or destruction of any property owned by or loaned by Region 8 ESC, or its cooperative members, that is caused by Vendor or Vendor's representative, agent, employee or contractor, Vendor shall indemnify Region 8 ESC, or its cooperative members, and pay to Region 8 ESC, or its cooperative members, the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of the Vendor's receipt of written notice of Region 8 ESC, or its cooperative members', determination of the amount due. If Vendor fails to make timely payment, Region 8 ESC, or its cooperative members', may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by Region 8 ESC, or its cooperative members'.

53. **INDEMNIFICATION:** To the fullest extent authorized by law, the Vendor agrees at all times to defend, indemnify and hold harmless Region 8 ESC, and/or its cooperative members', its board of directors, officers, employees, and agents any and all claims for damages or injures and other losses, liabilities, costs, suits of law or in equity, expenses, attorneys' fees, fines, penalties, or damages arising from the acts or omissions of Vendor, Vendor's officials, employees, agents, subcontractors, or volunteers in connection with this Agreement, including, without limitation, those arising from claimed infringement of any patents, trademarks, copyright or other corresponding right(s) which is related to any item vendor is required to deliver. Vendor's obligations under this clause shall survive acceptance and payment by Region 8 ESC, or its cooperative members'. Region 8 ESC, and/or its cooperative members, shall not indemnify and hold harmless the Vendor and its agents or employees.

54. **SUBCONTRACTORS:** If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to Region 8 ESC, and its cooperative members, for all acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between Region 8 ESC, and its cooperative members, and any such subcontractor, nor shall it create any obligation on the part of Region 8 ESC, and its cooperative members, to pay or to see the payment of any moneys due to any such subcontractor except as may otherwise be required by law.

55. **INSURANCE:** Vendor is required to provide Region 8 ESC with copies of certificates of insurance for Texas Workman's Compensation and General Liability Insurance. Certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Region 8 ESC prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against Region 8 ESC, and its cooperative members, its officers, employees, and agents. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to Region 8 ESC. Vendor shall give Region 8 ESC a minimum of ten (10) days-notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. Region 8 ESC reserves the right to require additional insurance should Region 8 ESC deem additional insurance necessary, in Region 8 ESC's sole discretion. Proof of insurance coverage must be submitted with the proposal. Minimum insurance requirements for any activities including but not limited to deliveries, sales visits, installations, trainings, etc. conducted on school property:

Workman's Compensation/Employer's Liability:



#### Statutory Limits

\$500,000 Each Accident  
\$500,000 Policy Limit  
\$500,000 Each Employee

#### General Liability, Bodily Injury & Property Damage:

\$500,000 Combined Single Limits  
\$1,000,000 Aggregate

#### Automotive Liability:

\$250,000 Each Person

#### Bodily Injury:

\$500,000 Each Accident

#### Property Damage:

\$250,000

Vendor shall hold harmless Region 8 ESC, Region 8 ESC Board, Region 8 ESC Food Cooperative Manager, Region 8 ESC Food Cooperative Members, Region 8 ESC Food Cooperative Member Districts and their employees from any Vendor Employee claims. Vendor assumes full responsibility for their employees well-being while working to fulfill any terms of this agreement. Including but not limited to delivery of such goods and services as awarded.

56. INVOICES: Invoices shall be directed to Region 8 ESC's cooperative. Vendor shall submit invoices within a timely manner during Region 8 ESC's cooperative members', fiscal year in which the good(s) and/or service(s) are purchased, and:

- a. Submit separate invoices, in duplicate, on each purchase order after each delivery.
- b. Invoices shall indicate the purchase order number.
- c. All invoices shall be itemized to include a description of each good(s) and/or service(s) rendered.
- d. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
- e. Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
- f. Total all extensions on the invoice.
- g. Discount, if applicable, must be stated, extended and deducted to arrive at a Net Total for invoice.
- h. Transportation charges will not be allowed, all pricing shall include transportation, delivery, additional site delivery and all transportation associated charges.
- i. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. j. Shipment date of merchandise must be shown.
- k. Date of purchase order must be shown.
- l. Payment shall not be due until the above instruments are submitted after delivery with Net 30 days as a governance on the "statement", which includes all invoices from previous billing cycle.
- m. Vendors should keep the Accounts Payable department advised of any changes to remittance addresses.
- n. Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
- o. Do not include Federal Excise, State or City Sales Tax. The Region 8 ESC cooperative member, shall furnish exemption certificate, if required.
- p. Each invoice should be verified by Region 8 ESC cooperative members for accuracy, at the time of delivery. Each delivery is subject to serving time restriction when members present may not be available for receiving of shipment. Delivery shall be scheduled in such a way to avoid "disruption of the student food service hours".

q. All invoices must be submitted for payment by the successful proposer to the REG 8 FPC member to the address provided. Invoices must be compiled into monthly statements, which are presented by the 10<sup>th</sup> of the month with a net due 30 days allowance from day of statement. Any other request must be made in writing in the terms of this agreement.

57. TAX-EXEMPT: Region 8 ESC and its cooperative members shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. Region 8 ESC or its cooperative members shall not be liable for any taxes resulting from this Agreement. Taxes must not be included in the proposal. Tax exemption certificates will be executed by the Region 8 ESC and/or its cooperative members and furnished upon request.

58. TAX RESPONSIBILITIES OF VENDOR AND INDEMNIFICATION FOR TAXES: Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold Region 8 ESC harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

59. PAYMENTS TERMS: No payments shall be made prior to the delivery of the product or service. Texas Government Code § 2251.021 shall govern when payments are due to Vendor by Region 8 ESC cooperative member whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following:

- (1) the date Region 8 ESC cooperative member receives the goods under the Agreement;
- (2) the date the performance of the service under the Agreement is completed; or
- (3) the date Region 8 ESC its cooperative member receives an invoice for the goods or service.
- (4) Or as assigned by the terms of this contract with net thirty (30) days from statement date.

For Region 8 ESC and/or its cooperative members whose governing bodies meet more than once a month or more often, payments are due by those entities within thirty (30) days after the later of the following:

- (1) the date the Region 8 ESC and/or its cooperative members receives the goods under the Agreement;
- (2) the date the performance of the service under the Agreement is completed; or
- (3) the date the Region 8 ESC and/or its cooperative member receives an invoice for the goods or service.

Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from Region 8 ESC and/or its cooperative member not later than the tenth (10th) day after the date Vendor receives the payment from Region 8 ESC cooperative member. The exceptions to payments made by Region 8 ESC cooperative members, and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

- (4) Or as assigned by the terms of this contract with net thirty (30) days from statement date.

60. IRS FORM W-9: In order to receive payment under this Agreement, Vendor shall have a current I.R.S. Form W-9 Form on file with Region 8 ESC and/or its cooperative members,

61. NO AGENCY OR ENDORSEMENTS: Region 8 ESC and Vendor are independent contractors and have not power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of Region 8 ESC and is not an employee, agent, joint venture, or partner of Region 8 ESC, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner between Region 8 ESC and Vendor or Region 8 ESC and any of Vendor's agents. Vendor agrees that Region 8 ESC had no responsibility for any conduct of any Vendor's employees, agents, representatives, contractors or subcontractors.

62. **NON-APPROPRIATION CLAUSE:** Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on Region 8 ESC by this agreement, Region 8 ESC shall have the right to terminate this agreement without default or liability to Vendor resulting in such termination, effective as of the expiration of each budget period of Region 8 ESC if it is determined by Region 8 ESC, in Region 8 ESC's sole discretion, that there are insufficient funds to extend this agreement. The parties agree that this Agreement is a commitment of Region 8 ESC's cooperative members', current revenue only.

63. **TERMINATION OF CONTRACT:** This Agreement shall remain in effect until

(1) the Agreement expires by its terms or

(2) the Agreement is terminated by mutual agreement of Region 8 ESC and Vendor. Region 8 ESC reserves the right to terminate the Agreement immediately in the event the Vendor fails to:

a. Meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order;

b. Default in the payment of any fees;

c. Otherwise perform in accordance with this Agreement and/or the procurement solicitation Region 8 ESC also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if Region 8 ESC believes, in its sole discretion that it is in the best interest of Region 8 ESC to do so. Vendor agrees that Region 8 ESC shall not be liable for damages in the event that Region 8 ESC declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by Region 8 ESC and/or its cooperative members and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a cooperative member, all terms of this Contract shall continue to apply to the Supplemental Contract.

64. **BREACH OF CONTRACT:** In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, Region 8 ESC reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of Region 8 ESC and/or its cooperative members. Region 8 ESC and/or its cooperative members may exercise any or all of the following rights:

a. Region 8 ESC and/or its cooperative members may take possession of any fees accrued or becoming due to date;

b. Region 8 ESC and/or its cooperative members may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

c. Region 8 ESC and/or its cooperative members reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Region 8 ESC and/or its cooperative members. Next lowest or best bidder may have initially received no award, but may be offered an award upon termination or cancellation of existing award, in order to continue services for the contract year.

d. In such event, the Region 8 ESC and/or its cooperative members may charge the successful bidder the difference for any additional cost of such bid item.

65. **IN THE EVENT OF DEFAULT:** In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Region 8 ESC and/or its cooperative members shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Region 8 ESC and/or its cooperative members within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

66. SEVERABILITY: In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

67. REPRESENTATION: The vendor represents that the items and/or services provided by the vendor, shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Region 8 ESC determines, in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Region 8 ESC, Region 8 ESC may on ten (10) days' notice terminate this Agreement and receive the portion of the contract sum due to Region 8 ESC for sales during the Agreement period prior to termination.

68. WAIVER: No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

69. PACKAGING/CONDITION: Unless otherwise indicated, items will be new, unused and in excellent condition and delivered in containers suitable for damage-free shipment and storage. Region 8 Education Service Center and its cooperative members will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense. If refurbished products are being offered it must be clearly stated in proposal.

70. WARRANTY: All goods and/or services provided under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of Region 8 ESC's, or its cooperative members, acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacture's warranty is less than the required period, the Vendor shall warrant to goods and/or services to the full extent as provided by the Vendor/manufacture. Region 8 ESC, and/or its cooperative members, will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair Region 8 ESC's, or its cooperative member's, rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by Region 8 ESC. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation.

71. WARRANTY MAINTENANCE AGREEMENT: Any information regarding warranties and/or maintenance agreements pertaining to the goods and/or services in this solicitation shall be noted. The Vendor shall provide warranty information and/or company guarantees concerning the goods and/or services proposed. Goods and/or services that is found to be defective shall be replaced or fully repaired to the satisfaction of Region 8 ESC and/or its cooperative members before payment is made.

72. LIMITATION OF WARRANTY: Vendor shall not limit, exclude or disclaim the foregoing warranty implied by law, and any attempt to do so shall be without force or effect.

73. MANUFACTURER'S GUARANTEE: A manufacturer's total satisfaction written guarantee shall be required, in accordance with Uniform Commercial Code (UCC), for the one year Agreement term, with Region 8 ESC, and/or its cooperative members, reserving the right to have any item replaced should the original item

prove unreliable or defective as expressed or implied by verbal or written specification. The items will then and after adequate time to remedy, be replaced without charge to Region 8 ESC's, and/or its cooperative member's, satisfaction. This will be provided at no additional cost to Region 8 ESC, and/or its cooperative members, during the term of the contract.

74. **CRIMINAL HISTORY RECORD INFORMATION REVIEW - SB 9:** Prior to commencing any work under the Agreement, if Vendor contracts with Region 8 ESC, or its cooperative members, to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students (AT ANY TIME INCLUDING DELIVERY OR STOCKING VENDOR'S PROVIDED DISPLAY OR DISPENSING EQUIPMENT), Vendor has obtained, as required by Texas Education Code Section 22.0834:

(a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and

(b) National criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at Region 8 ESC, and its cooperative members; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor contracts with Region 8 ESC, or its cooperative members, to provide services; it does not apply to a contract for the purchase of goods or real estate. Region 8 ESC and its cooperative members require persons who enter on-site to first report to the front office/receptionist, and must be prepared to present a valid driver's license or another form of identification containing the person's photograph issued by a governmental entity in accordance with SB 9, for clearance through the Region 8 ESC., or its cooperative members, security system. School districts could create electronic databases to store information about visitors to campuses. This information could be used only for school security and could not be sold or otherwise disseminated to a third party. Region 8 ESC, and its cooperative members, may verify whether a visitor is a sex offender registered with the computerized central database maintained by the Texas Department of Public Safety as provided by Article 62.005, Code of Criminal Procedure, or any other database accessible by the Region 8 ESC, and its cooperative members. Additionally, Region 8 ESC, and its cooperative members, may require fingerprinting and criminal background checks for persons who enter a campus when required by local policy.

75. **MINORITY & WOMEN'S BUSINESS ENTERPRISE (MWBE), HISTORICALLY UNDERUTILIZED BUSINESS (HUB), AND SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:** Region 8 ESC encourages the use of MWBE, HUB, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify and subcontractors offered as MWBE, HUB, or SBE participants. Proposers shall indicate on their submitted proposals whether or not they are a WMBE, HUB or SBE vendor and with whom they are certified, e.g. City, State, Federal. Complete the enclosed HUB Certification and provide a copy of certificate(s) with proposal.

76. **PROTEST PROCEDURES:** The ESC maintains protest procedures to handle and resolve disputes relating to procurements made with federal funds and, in all instances, discloses information regarding the protest to TEA or other awarding agency. 2 CFR § 200.318(k). The protestor must exhaust all administrative remedies with the ESC before pursuing a protest with a federal agency. Reviews of protest by Region 8 ESC will be limited to:

- a. Violations of federal law or regulations and procurement standards established by federal regulations (violations of state or local law will be under the jurisdiction of state or local authorities)
- b. Violations of the Contractor's or subcontractor's protest procedures for failure to review a complaint or

protest The Chief Financial Officer of the ESC is the primary office responsible for handling and coordinating any disputes relating to procurements. In the event of a timely protest, the ESC shall take any action reasonably necessary to resolve a protest of an aggrieved bidder/offer concerning procurement. The ESC shall promptly issue a determination to the protester which states the reasons for action taken, and inform the protester of the right to appeal to the Chief Financial Officer. The Chief Financial Officer shall promptly issue a determination to the protester and inform the protester of the right to appeal to the Executive Director. The Executive Director shall promptly issue a determination to the protestor and inform the protester of the right to appeal to the Board of Directors. The ESC shall also inform the granting agency, such as Texas Department of Education, Texas Department of Agriculture, or other granting agency of the protest for their own review and determination.

Vendors are duly notified of **recommendations for award made** by the **Region ESC 8 Cooperative members** will be and/or were recommended to the Region 8 ESC Board of Directors for approval. Region 8 ESC on behalf of its cooperative members, reserves the right to, reject or accept in part or in whole any or all contract proposals, in good faith or the best interest for ESC 8 or its cooperative members.

77. COPYRIGHT: All contracts paid from State or Federal grants administered by a State or Federal agency must retain copyright for the State and Federal government (if a Federally funded contract) unless otherwise negotiated in writing with the State or Federal agency pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests the Region 8 ESC, and its cooperative members, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Vendor agrees to protect Region 8 ESC, and its cooperative members, from any claim involving infringement of patents or copyrights.

78. WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn prior to the specified deadline of five ESC work days after closing date of RFP. Proposer must provide written notification to Region 8 ESC within this noted timeframe. All approvals for withdrawal shall be based upon an acceptable written reason for the action.

79. NO BID: Vendors who do not bid are requested to notify the Region 8 Education Service Center Food Purchasing Cooperative Manager in writing if they wish to receive future bids. Failure to do so may result in their being deleted from Region 8 Education Service Center's vendor list. Continued submittal of "NO BIDS" will result in vendor being removed from Region 8 ESC's Cooperative Bidders List. Vendors not submitting bids or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in Region 8 ESC's Cooperative Bidders List. Region 8 ESC is not responsible for any errors occurring as a result of this procedure. It is the vendor's responsibility to ensure the contact information on the Region 8 ESC Cooperative Bidders List is up to date. Vendors may report any changes/updates via email to kbuckner@reg8.net.

80. TIE PROPOSAL: In case of tie proposals, the award will be made in accordance with Local Government Code 271.901 and Government Code 2252.001 - 2252.004. (NON-RESIDENT BIDDERS). Consistent and continued tie bidding could cause rejection of the bids by Region 8 ESC and/or investigation for antitrust violations.

81. GEOGRAPHIC PREFERENCE: Region 8 ESC, and its cooperative members, may apply preference to agricultural products produced, processed, or grown in Texas if the cost to the school district is equal and the quality is equal; if agriculture products produced, processed, or grown in Texas are not equal in cost and quality to other products, the school district shall give preference to agriculture products produced, processed, or grown in other states of the United States over foreign products if the cost to the school district is equal and quality is equal; a school district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the school district is equal and the quality is not inferior. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by Region 8 ESC, and its cooperative members, in a Child Nutrition Program. See TEXAS GOV'T. CODE §2252.001-.004; 2 C.F.R. § 200.319.

82. **BUY AMERICAN PROVISION:** Region 8 ESC, and its cooperative members, have a preference for domestic end products for supplies for use in the United States when spending federal funds. Region 8 ESC and/or cooperative members participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program for Children, Summer Food Service Program and/or Child and Adult Care Food Programs, are required by law to use nonprofit School Nutrition Program (SNP) funds, to the **maximum extent practicable**, to buy domestic commodities or products for meals served under these programs. A “domestic commodity or product” is defined as one that is produced in the U.S. and processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term substantially means that over fifty-one percent (51%) of the final processed product consists of agricultural commodities that were grown domestically. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Additional information on USDA Buy American Provision may be found at the following link <https://www.fns.usda.gov/sites/default/files/cn/SP24-2016os.pdf> .

#### Attachment C- Buy American Provision Deviations

Districts shall have in place a policy which details right to reject or accept in part of in whole any/all non-domestic products delivered to their campuses.

83. **EVALUATION OF PROPOSALS:** Open invitation from Region 8 ESC Cooperative Manager to its cooperative members, to review and evaluate proposals and make a recommendation to the Region 8 ESC Board of Directors. Region 8 ESC, and its cooperative members, will base a recommendation for contract/agreement award on the published evaluation criteria. Award will be made to the best responsive, responsible offer, price and other factors considered. To be considered for an award, a Proposal Response must be considered “Acceptable”. The considerations to award the contract are specified under Evaluation Criteria. Region 8 ESC, and its cooperative members, reserve the right to conduct any test, evaluation, or comparisons it deems necessary to complete the evaluation process. Award of proposals considers but is not limited to; price but includes quality of products, student acceptability as completed by taste testing and sampling with students, all attributing factors as ascribed by Region 8 ESC or its cooperative members will provide baseline only for determination. Recommendations will be made based upon evaluations, comparisons, tests and in good faith products and or goods/services will best meet the needs of Region 8 ESC Cooperative Members. No proposal is considered accepted until the review process has been completed, recommendations have been provided to the Region 8 ESC Board and/or Region 8 ESC Board has approved recommendations by cooperative members. Region 8 ESC may specify a list of approved brands as part of a specification and/or technical requirement in order to demonstrate what types of products are acceptable. CE’s shall test and approve brands that meet their standards and student preferences. The object of testing must not be to determine the best product on the market but rather to determine which products are of acceptable quality to meet the needs of the program. Product testing procedures shall provide for an objective evaluation of tested products, and documentation of test results must be maintained on file with the CE.

84. **COMPETITIVE RANGE:** It may be necessary for Region 8 ESC and/or its cooperative members to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

85. **SOLE SOURCE:** In order to become a Sole Source Vendor, a proposer must meet the requirements of Texas Education Code § 44.031 (j) Sole Source, as described below. Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- a. Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly
- b. Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment
- c. Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000. It is incumbent upon the Department to obtain and retain documents from the proposer which clearly delineate the reasons that qualify the purchase to be made on

a sole source basis. In order to do business with Region 8 ESC as a Sole Source Vendor, Region 8 ESC must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to: Region 8 ESC Food Cooperative, 4845 US Hwy 271 N., Pittsburg, Texas 75686  
Region 8 ESC reserves the right to decide if your company is a qualified Sole Source Vendor.

86. **CONTRACTS INVOLVING FEDERAL FUNDS:** Region 8 ESC may be unable to determine which of its agreements/contracts will be used by cooperative members using federal funds at the time of the procurement process, Region 8 ESC intends to competitively procure each contract awarded by Region 8 ESC under Section 44.031 of the Texas Education Code and intends to comply with EDGAR for every procurement action. To comply with EDGAR, Region 8 ESC requires through its Interlocal Agreement with members to conduct price-cost analysis of any contract offering the member intends to purchase through. Region 8 ESC, R8FPC and/or any of its employees claims a "hold harmless" clause in regard to EDGAR requirements for individual members analysis or determinations due to EDGAR's guidelines for members. After Region 8 ESC receives bids and proposals, but before awarding a contract, Region 8 ESC member's shall conduct a price or cost analysis and document its findings in good faith based upon cooperative member's goods or services requested in the bid process. For contracts or services awarded on any R8FPC contract at or above \$150,000(for individual member), cooperative members must conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from its purchasing cooperatives directly without the need for additional procurement activities or documentation. Region 8 ESC recommends that when circumstances necessitate separate evaluation of lump-sum pricing, cooperative members also conduct an independent evaluation of cost or price reasonableness tailored to the cooperative member's specific purchases so that the cooperative member can independently determine the reasonableness of the cost/price of the particular purchase. Stated differently, cooperative member's compliance with EDGAR is required due to Region 8 ESC's non purchasing from awarded contracts. EDGAR pertains in this case to awarded contract purchases or intended purchases including but not limited to lump sum, or any goods or services for which Region 8 ESC shall not perform a cost or price analysis based upon individual cooperative member's needs, the cooperative member should conduct an independent cost or price analysis. Region 8 ESC maintains a hold harmless clause in regard to cost/price analysis for individual districts decisions regarding purchasing of any goods or services on an awarded contract. Members are to conduct price/cost evaluations of all contracts where purchasing over \$150,000 in cooperative purchases, Region 8 ESC Board of Directors will in good faith award contracts as recommended by cooperative members on their behalf.

87. **OTHER CONTRACT PROVISIONS:** All Vendors (contractors and subcontractors) shall be in compliance with the following applicable Federal provisions:

- a. Intangible Property 2 CFR § 200.315: All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests the Region 8 ESC, or its cooperative member, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.
- b. Contracts more than \$150,000, the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- c. All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.



- d. All contracts awarded in excess of \$10,000 by school districts and their contractors or sub grantees shall contain a provision requiring compliance with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
- e. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.
- f. Copeland "anti-kickback" Act (29 CFR, Part 3) regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c). Applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. Intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The Act details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.
- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made

by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- k. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Excluded Parties can be reviewed at [www.sam.gov](http://www.sam.gov).
- l. Lobbying Certification and Disclosure of Lobbying (Byrd Anti-Lobbying Amendment [31U.S.C. 1352]): All contractors that apply or bid for an award of \$100,000 or more must file the required Lobbying Certification that it has not and will not use any Federal 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. If non-Federal funds are used to lobby, the contractor must complete the Disclosure of Lobbying to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and forward the disclosure to the next tier, who must forward it through each tier to the Federal awarding agency.
- m. Procurement of Recovered Materials 2 CFR § 200.322. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- n. Employment Verification: U.S. law (FAR 22.18) requires, as applicable, a condition for the award of any Federal contract at \$150,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.
- o. Access by Region 8 ESC and its cooperative members, the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- p. CERTIFICATIONS –Vendor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization

designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this PO. For purposes of this PO, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

88. REGISTER FOR GOVERNMENT CONTRACTING: Follow these steps to certify your business and obtain the registrations required to begin bidding on government proposals:

- Obtain a D-U-N-S Number: Your Company will need to obtain a Dun & Bradstreet D-U-N-S® Number. This is a unique nine-digit identification number for each physical location of your business. The assignment of a D-U-N-S Number is free for all businesses required to register for Federal contracts or grants. Visit the D-U-N-S Request Service to register or read a quick overview here.
- Register your Business with the System of Award Management (SAM) –If your company wants to successfully pursue a contract, it is essential that your business registers in the Federal government's vendor database; registration is free. The Federal government's vendor database used to be known as CCR – Central Contractor Registration, but on July 30, 2012, it was replaced by SAM. If your company was registered in CCR, your company's information migrated over to SAM. Information that has migrated into the SAM database should be checked and updated by vendors, at least annually. This registration is sometimes referred to as "self-certifying" your small business. Federal Acquisitions Regulations (FAR) require all prospective vendors to be registered in SAM prior to the award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Access SAM at <https://www.sam.gov>. Using SAM you will be able to register your business size and socio-economic status while completing the required solicitation clauses and certification. By completing your required solicitation clauses and certifications you certify that the information provided about your company and its business activities are correct. The certification information that you will be asked on SAM is explained in the Federal Acquisitions Regulations, Section 52.2123 [https://www.acquisition.gov/far/current/html/52\\_212\\_213.html](https://www.acquisition.gov/far/current/html/52_212_213.html).
- NAICS Codes – You may also find that you need a North American Industry Classification System (NAICS) code for administrative, contracting and tax purposes. The code classifies the economic sector, industry and country of your business. For Region 8 Purchasing Cooperative Federal contracting purposes, you will need to identify in SAM all the NAICS codes (industries) applicable to your business. Read Identifying Industry Codes for more information.
- Obtain Past Performance Evaluations – Businesses interested in contracts should obtain an Open Ratings, Inc. past Performance Evaluation. Open Ratings, a Dun & Bradstreet Company, conducts an independent audit of customer references and calculates a rating based upon a statistical analysis of various performance data and survey responses. While some GSA Schedule solicitations contain the form to request an Open Ratings Past Performance Evaluation, vendors may also submit an online request directly to Open Ratings.

**For assistance: Contact the Association of Procurement Technical Assistance Centers at [www.aptac-us.org](http://www.aptac-us.org), or call 615-268-6644.**

89. ERRORS AND OMISSIONS: Due care and diligence have been used in the preparation of the specifications and information contained in the solicitation and is believed to be sustainably correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the respondent. Region 8 ESC and its representatives, and/or cooperative members, will not be responsible for any errors and omissions in the specifications nor the failure on the part of the Vendor to determine the extent of the conditions, requirements and specifications before submitting a proposal. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulation make allowance for errors of omission or commission of the part of the Vendor.

90. ENTIRE AGREEMENT: This Agreement, the procurement solicitation issued by Region 8 ESC, and Vendor's proposal submitted in response to Region 8 ESC's procurement solicitation, and the attached and

incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. Vendor must comply with all terms and conditions contained in this procurement solicitation. Vendor must comply with all applicable federal, state, county, and local laws concerning the goods and/or services contained in this procurement solicitation.

91. QUESTIONS: Proposers/Offerors shall carefully examine the procurement solicitation. Should the Vendor find discrepancies in, or omissions from, the specifications or other documents, or be in doubt as to their meaning, the Vendor should at once notify the Region 8 Education Service Center and obtain clarification by addendum prior to submitting any bid. Any questions concerning this proposal should be addressed in writing, no less than five (5) business days before the proposals are due, to Karyn Buckner, Cooperative Manager, Region 8 Education Service Center at kbuckner@reg8.net or (903)575-2612.

**SCOPE OF SERVICES**  
**GENERAL GROCERY & RELATED CATEGORIES**

Region 8 Education Service Center is seeking to establish an agreement with one or more businesses, public or private organizations or other entities that wish to provide Vendor products/services to the Region 8 and Region 7 ESC Child Nutrition Programs – Region 8 Purchasing Cooperative. Region 8 Education Service Center seeks Request for Proposals from firms to perform a variety of services, upon request, related to the efficient and economical operation of public organizations such as regional education service centers, school districts, charter schools, and other governmental entities.

**1. REGION 8 ESC OVERVIEW:**

1.1 The Region 8 Education Service Center, is physically located in Northeast, Texas bordering Arkansas, Louisiana and Oklahoma. Region 8 ESC is part of a statewide system of 20 regional education service centers created by the 59th Texas Legislature to assist school districts across the state. Originally slated to work with school districts as a media center, the role of the education service center has expanded to work alongside school districts to carry out the three main objectives as stipulated in the TEC §8.002: to assist school districts improve student performance, to assist school districts to operate efficiently and economically, and to carry out the mandates of the Texas Education Agency and the Texas Legislature.

1.2 A map of the Region is available upon request from the Region 8 ESC Food Cooperative Manager.

1.3 Region 8 ESC Cooperative serves school districts in 21 Texas counties including but not limited to: Anderson, Bowie, Cass, Camp, Delta, Franklin, Gregg, Harrison, Hunt, Hopkins, Lamar, Marion, Morris, Panola, Rains, Red River, Rusk, Smith, Titus, Upshur and Wood Counties.

1.4 The cooperative currently serves over 50 members, which represents over 60,000 students, approximately 120 delivery sites, who have served over 5,000,000 lunches August through April 2016 within a 75-mile radius of the Region 8 ESC location near Pittsburg, Texas. (Data based upon reporting of 42 schools) Region 8 Food Purchasing members are the only authorized entities to use this contract, see Attachment B – Cooperative Member List, unless Vendor is otherwise notified by the Region 8 ESC.

2. INTERLOCAL AGREEMENT: Pursuant to TEX. GOV'T. CODE Chapter 791, the Interlocal Cooperation Act, and similar statutes of other states, as well as directives issued by the Texas Department of Agriculture and the United States Department of Agriculture, Region 8 ESC, and cooperative members participate in an Interlocal Contract to provide governmental functions and services, including procurement services, which permits cooperative members to make purchases using contracts procured by Region 8 ESC and the Purchasing Cooperatives it administer. A local government that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive bids for the purchase of the products and services. TEX. GOV'T. CODE § 791.025(c). An interlocal contract between a governmental entity and a purchasing cooperative may not be used to purchase engineering or architectural services. TEX. GOV'T. CODE § 791.011(h).

3. PIGGYBACK: It is the intent of Region 8 ESC to allow its cooperative members to "piggyback" onto any existing contract between Region 8 ESC and Vendor entered into pursuant to this RFP, as contemplated in United States Department of Agriculture Memorandum SP35-2012, Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, etc., June 12, 2012 ("SP 35-2012"). Accordingly, pursuant to Region 8 ESC's membership agreements with its cooperative members (as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and similar statutes in other states), Region 8 ESC cooperative members are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between Region 8 ESC and Vendor. Piggyback partnership may occur if "material change" is not greater than 25% of the purchasing dollars or items according to this RFP, which would institute a material change for just cause of re-bid.

4. NOTICE OF AWARD: A Notice of Award will be issued for each contract/agreement. Vendors approved in the Notice of Award are hereby known as an "Approved Vendor." Approved Vendors should present their Notice of Award, issued by Region 8 ESC, to the cooperative member districts as required by local policy

before offering services. This letter is not an endorsement of the product or service, or guarantee of service acceptance by the individual cooperative members.

## **5. VENDOR SELECTION PROCESS:**

5.1 Region 8 ESC shall award the proposal to qualified Vendors that best meet the evaluation criteria as scored by Region 8 ESC Food Cooperative Members.

5.2 Cooperative members and Vendors will be notified as to the Vendor(s), as well as the good(s)and/or services(s), awarded under the proposal.

5.3 Cooperative members will determine which Approved Vendor they wish to use based on the following, but not limited to: suitability of Approved Vendor to the cooperative member's need; and whether the Vendor's items will be beneficial to the cooperative member and its community.

5.4 Cooperative members will be allowed to select an Approved Vendor and/or the products and goods offered from the approved list.

## **6. DISTRICT ACCESS:**

6.1 Approved Vendors are not authorized to make unsolicited contact with individual cooperative members. If/when a member has an interest in a particular Approved Vendor product/service, the cooperative member will make the initial contact with the Approved Vendor.

6.2 Once services are requested by the cooperative member, Approved Vendors are asked to limit their contact with cooperative member representatives to only those times necessary to conduct appropriate Vendor activities and/or as governed by Federal, State and local policy.

6.2.1 No cooperative member visits are to be made during the first two or last two weeks of the school year unless otherwise requested by the cooperative member. A district school calendar is available at each individual member district's website.

6.2.2 Approved Vendors are encouraged to contact a cooperative member prior to their visit to arrange for an appropriate time to meet with cooperative member personnel. It is the option of the individual cooperative member personnel to determine if the Vendor will be granted an appointment.

7. CANCELLATION OF APPROVAL: Failure to abide by these terms, guidelines and/or complaints received from cooperative members during the contract period will result in the cancellation of the permit, removal of the awarded company from the approved list, and prohibition from contacting Region 8 ESC or cooperative member personnel.

8. ESTIMATED FEES: Submitted proposal must include the maximum rate per hour for each type of service that is proposed. Contracts for individual delivery of service projects may be negotiated as a fixed sum fee with the purchasing party. Additional mileage may not be charged on contracts for service or delivery. All mileage should be included in price quoted by proposer.

9. PARTICIPATION FEE: Vendor agrees to pay the Region 8 ESC Food Purchasing Cooperative (R8FPC), on a quarterly basis, a fixed, flat-rate participation fee, equivalent to one-half percent (1/2%) of the total invoice amounts on all services performed, goods, sales and products, the participation fee is included in the awarded pricing. Fee is not a cost plus fee, nor a rebate and should not be referred to as such. Vendor must remit quarterly participation fee to the R8FPC in Pittsburg, Texas. Details regarding payment will accompany award letter, instructions and forms for submitting total dollars in sales, services, goods, etc. including member calculation spreadsheet and participation fee. Vendor agrees to provide the R8FPC with copies of all purchase orders, invoices and/or statements generated by or under the contract that are received directly from Cooperative members or such other documentation regarding those purchase orders, invoices and/or statements as R8FPC may require, for the purpose of allowing the R8FPC to bill and collect the participation fee, for compiling required service history and/or conducting an audit.

- A) **RIGHT TO AUDIT:** Additionally, the R8FPC has the right, upon reasonable written notice, to review the Vendor's records pertaining to purchases under the contract with Cooperative members to verify the accuracy of participation fees payable from Vendor. R8FPC retains the right to audit any and all accounts, in part or in whole during the contract term. R8FPC will give 10 business days for awarded vendor to supply requested documents for auditing purposes.
- B) **FAILURE TO PAY** the participation fee in a timely manner may result in Vendor breaching this Agreement and may result in the R8FPC suspending or terminating this Agreement. Vendor shall honor and pay R8FPC the participation fee for any sales resulting from this Agreement that occurred within thirty (30) days of the expiration or termination of this Agreement.
- C) This is not a rebate see section on rebate (page 30).

10. **REPORTING REQUIREMENT:** Region 8 Education Service Center may be required to report information to various agencies. Upon request the vendor may be required to submit as a response demonstrated cost savings for cooperative members as a result of utilizing services provided by the ESC. These reports may include its purchasing cooperatives. As a result, all awarded vendors under this contract may be required to provide the following information by September 15th of a calendar year for each fiscal year September 1st through August 31st:

- Vendor/Company Name
- School District – cooperative member name
- Request for Proposal or Contract Number
- Total Sale Amount for each School District/Charter School (Sept 1 - Aug 31)
- Total Savings in Dollar Amount for each School District/Charter School

**SPECIAL TERMS AND CONDITIONS PURCHASING**  
**GENERAL GROCERY & RELATED CATEGORIES**

NOTICE TO OFFERORS The following information is to provide the Vendor with the needed information on how to complete and submit their proposal response. Items below apply to and become a part of terms and conditions of proposals unless superseded by any attached terms and supplemental conditions or specifications in which case attached conditions will prevail. Any exceptions must be in writing.

1. **PURPOSE:** The intent of this procurement solicitation, General Grocery and related categories, is to establish responsive and responsible Vendors, known as a company or firm whose purpose is to provide service, and related goods and/or services for the cooperative members Child Nutrition Program.
2. **TYPES OF GOODS AND/OR SERVICES:** The anticipated goods and/or services that will be needed to fulfill the purpose of this proposal include for the 2017-2018 school year are outlined in the specifications. This includes, general grocery and related categories including but not limited to snacks, beverages, fresh market items, fluid milk, dairy, juice, chemicals, paper, plastics, small wares, fresh bread, fresh produce, frozen slush, dispensed tea and flavored drinks.
3. **TERM OF CONTRACT:** The contract will be effective July 15, 2018 - July 14, 2019, with the option to extend up to two (2) additional, one (1) year periods, or through July 14, 2022. Extension will be done in writing, if all parties are in agreement.
4. **TENTATIVE TIMELINE:** Following is a list of projected dates with respect to this proposal. These dates are subject to change and are provided only as a reference, so Vendors are aware of the scheduling constraints associated with this proposal. April 5, 2018 1st Advertisement, April 12, 2018 2nd Advertisement, May 18, 2018. Proposal submission deadline and May 24, 2108 Award Date, national advertising will be posted on [www.reg8.net](http://www.reg8.net).
5. **PROPOSAL SUBMISSION:** A wet signature (blue ink), submitted proposal constitutes an offer to perform work and/or deliver the products and/or services specified in the proposal solicitation. To be eligible for consideration, proposals must be submitted on this form only and must be received by the Region 8 Education Service Center Food Purchasing Office, 4845 U.S. Hwy. 271 N., Pittsburg, Texas 75686 not later than 3:00 PM, Wednesday, May 18, 2018. Vendor is solely responsible for selecting the method of delivery and for assuring timely delivery of your proposal. Vendor assumes all risks of untimely delivery or miss-delivery to the wrong department.

Submit:

- a) one (1) original, wet signature (signed – blue ink) RFP (this is your only hard copy!)
- b) one (1) USB with all documents required in electronic copy including but not limited to nutritional information, USDA formulation statements and/or their equivalents with identical information, signed nutritional analysis by an authorized member of the manufacturing company with a date less than 3 years
- c) Attachment A – Specifications/Pricing in Excel, or equivalent, format in a sealed envelope plainly marked,

ATTN: Karyn Buckner,  
PROPOSAL: General Grocery & Related Categories  
4845 U.S. Hwy. 271 N., Pittsburg, Texas 75686.

The time and date when each proposal is received shall be written in indelible ink on the carrier envelope.

- d) All documents must be scanned in color and saved separately in their respective category and labeled as follows:

Distributor product/catalog number shall be the first identifiable information on the list of items.



Individual product information as below (**example in bold print**)

Category	MFG	Short Name	MFG Prod Num	details
<b>2765932</b>	<b>LA</b>	<b>Bun 2oz</b>	<b>LA-B2oz-16</b>	<b>LA-B1oz-16 Grain Stmt</b>
USDA Formulation Statement	MFG	Product name	Product number grain, fruit or m/ma form	
Product Statement or Analysis	MFG	Product name	Product number	
CN Statement	MFG	Product Name	Product Number	
SEPDS (A)	MFG	Products divided by category		

Any proposal received after the specified deadline shall also be marked “late” or “disqualified” on the carrier envelope. All Request for Proposals received after the specified deadline shall be retained sealed and unopened until after a final award is made. After a final award is made, the Region 8 Education Service Center may open the “late” or “disqualified” proposal and retain it as a public record which will be subject to the Texas Public Information Act. It shall be the sole responsibility of each proposer to clearly and unequivocally identify information which it considers to be confidential commercial or financial information or a trade secret for purposes of the Texas Public Information Act.

**6. SPECIFICATIONS: Compliance with all specifications and conditions is required. All proposals must include a detailed statement of exceptions taken to any part of the request. Vendors shall submit complete data on each item bid, see Attachment A – Specifications/Pricing.**

**7. ESTIMATED USAGE: Included on Attachment A**

8. DELIVERY: Orders and deliveries to be arranged by cooperative members in accordance with the terms of this contract. Food Service deliveries may be delivered 6:30 am to 2:00 pm, excluding service time at individual delivery site, unless pre-approved by cooperative member. Night or early deliveries are allowed if cooperative member requests delivery. Region 8 ESC maintains an allowance for early or night delivery with a hold harmless clause for delivery accuracy.

9. RIGHT TO REMEDY: If districts have to acquire an alternate like product due to Vendor inability to provide sufficient quantities to the designated destination, the district has the right to remedy by charging the difference of the alternate item to Vendor. Exception to this clause is only allowed for Force Majeure and/or other documented circumstances outside of the Manufacturer/Processor direct control.

10. ADDITION OF NEW ITEMS/PRODUCTS: Region 8 ESC may add new products to the list of awarded items and categories throughout the term of this contract. Products must be appropriate for School Nutrition Programs (SNPs), with proper documentation to include, if applicable: complete product description, Nutrition Facts, ingredient list, CN Label or Signed Product Analysis (less than three (3) year signature date), and End Product Data Schedule (EPDS). New products must have prior written approval from Region 8 ESC Food Cooperative Manager. Only products not specified elsewhere in the contract may be considered new. Pricing is subject to the terms and conditions outlined in the procurement solicitation and shall be equivalent to the percentage discount or proposed prices for other similar products. Products may not be added to avoid competitive procurement procedures. The addition of new products cannot materially change (which is +/- 25%) the contract between Region 8 ESC, and/or its cooperative members, and the Vendor. Region 8 ESC may reject any proposed additions, without cause, in its sole discretion. New items may be added to the General Grocery and related categories RFP by Region 8 ESC only after approval of the Region 8 Food Purchasing Cooperative Manager.

11. HACCP REQUIREMENTS: Vendors are required to have, and follow, a Hazardous Analysis Critical Control Point (HACCP) program, and provide a copy upon request, if applicable.

12. TRANS FAT: Nutrition information for all food items must be provided by vendor, if applicable. Nutrition label or manufacturer’s specifications must state zero grams of trans-fat per serving (less than 0.5 grams per serving); this excludes naturally-occurring trans-fat. As per TDA guidance, School Breakfast and National School Lunch Programs, schools are required to reduce their purchase of any products containing trans-fat. Vendor shall provide all information for districts to make an informed decision for the child nutrition program.

13. LABEL, CN LABEL OR SIGNED PRODUCT ANALYSIS (less than three (3) year signature date), NUTRITION FACTS AND INGREDIENT STATEMENT, USDA FORMULATION STATEMENTS

STATEMENT: Vendor to provide a label, CN Label or Signed Product Analysis (less than three (3) year signature date) nutrition label/facts, and an ingredient statement for each item bid for all food items. This information may be provided by electronic means, such as USB and must be submitted with the proposal (do not include paper copies).

- A) Original label copies of all products must be provided with the response or the bidder will receive a deduction for non-compliance with requirements of the RFP. The labels for all items shall be labels and may NOT be electronic printing from a distributor's system where entry error may have occurred. Original copies and/or photos of labels shall be accepted.

14. USDA/TDA REGULATIONS: Every product bid must meet all USDA and TDA regulations for use in School Nutrition Programs (SNPs), as applicable.

#### 15. NEGOTIATION OF NEW OR ITEMS OFFERED

Region 8 FPC Cooperative provides with this RFP opportunity the ability to negotiate any new item or item listed in this RFP for items to replace, increase/secure grade or add as deemed acceptable by the cooperative members as a whole. Region 8 reserves the right to negotiate during the contract term areas such as and not limited to, quantity and scope of the products and/or services to be provided, deliveries, shipments, items and/or addition or removal of products in the best interest of both parties upon mutual agreement of an approximate +/- 25% which shall prevent a material change.

- a) Products/items may be listed as manufacturer's branded product to reduce allergens, sodium or provide any other requirement of the NSLP program. Region 8 ESC may specify a list of approved brands as part of a specification and/or technical requirement in order to demonstrate what types of products are acceptable. CE's shall test and approve brands that meet their standards and student preferences. The object of testing must not be to determine the best product on the market but rather to determine which products are of acceptable quality to meet the needs of the program. Product testing procedures shall provide for an objective evaluation of tested products, and documentation of test results must be maintained on file with the CE.
- b) Products/items may be negotiated in part or in whole to provide additional resources in the event product specified becomes unavailable for any reason other than distributor choice to discontinue stocking product/item.
- c) At time of request for negotiated item during the course of the RFP – forecasting will be provided for the item under negotiation and if applicable recalculation of previously forecast product/item. These products/items will not be held to the +/- 25% as they shall have minimal change to the entire contract. Any product/item negotiated will have specification, manufacturer's referenced item, forecasting and approximate rate of distribution for members requesting the product/item. Distributor may respond with identical product specification within specification and grade standard as an, or equal product. Cooperative may or may not agree to or equal product.

16. VENDOR PARTICIPATION FEES (\*NOT REBATES) are necessary for the administration, operation and continued growth of the Region 8 FPC and new business for members. *According to Federal guidelines ALL REBATES are to property of the district; distributor, ESC and manufacturer have no claim to REBATES (PG 57 & 58).* These rebates must be passed to the district for their sales or the contract is null and void. Cooperatives, such as this one, are supported with local funds. These funds support the continued communication with current members and recruitment efforts for new members as well as, all administrative costs. This participation fee is utilized for cooperative operation without instituting a membership fee. School districts see that as a great benefit creating more participation each year in cooperative purchasing. This contract is a fixed, flat fee contract and is not offered as a cost plus percentage contract.

A **vendor participation fee** will be assessed to all vendors awarded contracts for the July 15, 2018 - July 14, 2019.

**This flat, fixed- fee is equal to ½% percent for all sales.**

The vendor participation fee is due in four (4) installments payable on (July-15-October 14) due, November 15, 2018, (October 15 – January 14), due February 15, 2019, (January 15 – April 14), due May 15, 2019, (April 15 – July 14), due August 15, 2019.

Awarded vendors will receive a membership participation worksheet and quarterly statements with their award letter. Awarded vendors will enter total sales per district into the form, with formula created to calculate participation fee. This data shall be transferred to the Quarterly statement and processed in time to arrive by the 30 day deadline. The check shall be addressed to:

**Region 8 Food Co-op Manager, 4845 US Hwy. 271 N., Pittsburg, TX 75686 by the 30 day deadline.**

**EVALUATION CRITERIA**

According to the Texas Education Code, Subchapter B, Section 44.031(b), in determining to whom to award a contract, the Region 8 ESC Cooperative members shall consider the following:

	<b>Evaluation Criteria</b>	<b>Point System Max. Pts.</b>
1	The cost to Region 8 ESC's cooperative members Formula used: Vendor's total cost for each item requested x 60%; (maximum)	60
2	The reputation of the vendor and of the vendor's goods and services;	10
3	The quality of the vendor's service(s)/good(s);	5
4	The extent to which the goods or services meet Region 8 ESC and its cooperative member's needs;	5
5	The vendor's past relationship with Region 8 ESC and/or its cooperative members, if any;	5
6	The impact on Region 8 ESC and its member's ability to comply with laws and rules relating to historically underutilized businesses;	1
7	The total long-term cost to Region 8 ESC and its cooperative members to acquire the vendor's service(s)/good(s);	5
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor's ultimate parent company or majority owner (a) has its principal place of business in this State, or (b) employs at least 500 persons in this State; <i>(NOTE: As a general rule, Region 8 ESC, and its cooperative members, may not apply geographic preference for procurements involving federal funds. See 2 C.F.R. § 200.319. However, Region 8 ESC, and its cooperative members, may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).</i>	1
9	Any other relevant factor that Region 8 ESC or its members would consider in selecting a vendor, including: a. Delivery Terms b. Lead time c. Installation d. Cancellation/Return Policy e. Warranty;	3
10	Points for responding with brand specific items <ul style="list-style-type: none"> <li>• additional services as requested, provision of refrigerated/freezer trailer;</li> <li>• guarantee availability of awarded bid items ≥2% allowance for remote stock;</li> </ul>	5
<b>TOTAL MAXIMUM POINTS</b>		<b>100 POINTS</b>

***The evaluation Committee may consist of the following: Cooperative Manager, CFO, ESC staff and/or any individuals and/or their designated staff listed on Attachment B - Member List. If a real or perceived conflicts exists with any of the above noted individuals, and/or those listed in the Conflict of Interest section of this procurement solicitation, Vendor must note such conflicts on the enclosed Form CIQ and Form 1295 and submit with the proposal.***

## REFERENCES

For proposal response to be considered each vendor must supply a minimum of three (3) references: 2 current school district customers, and 1 past school district customer, who are also members of the Child Nutrition-Region 8 ESC Food Purchasing Cooperative Members. If vendor is not able to supply the references as requested, provide 2 current school district customers, and 1 past school district customer, located in Texas. If vendor is not able to supply school district references from Texas, provide 2 current school district customers, and 1 past school district customer.

**Please note which reference is a current customer and which is a past customer.**

**A valid e-mail address is required. Please make sure the e-mail address is legible and current.**

<b>COMPANY NAME</b>
<b>CONTACT NAME</b>
<b>TITLE</b>
<b>PHONE #</b>
<b>EMAIL ADDRESS</b>

<b>COMPANY NAME</b>
<b>CONTACT NAME</b>
<b>TITLE</b>
<b>PHONE #</b>
<b>EMAIL ADDRESS</b>

<b>COMPANY NAME</b>
<b>CONTACT NAME</b>
<b>TITLE</b>
<b>PHONE #</b>
<b>EMAIL ADDRESS</b>

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**VENDOR CERTIFICATIONS  
GENERAL GROCERY & RELATED CATEGORIES**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by Region 8 ESC, and/or its cooperative members, for any contract resulting from this procurement process:

**(A) BREACH OF CONTRACT TERMS, SANCTIONS AND PENALTIES**

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

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 8 ESC, and/or its cooperative members, Region 8 ESC, and/or its cooperative members, reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(B) BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

**All Contractors that apply or bid for an award exceeding \$100,000 must file the required Lobbying Certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (B) above, when federal funds are expended by Region 8 ESC, and/or its cooperative members, the vendor certifies that during the term and after the awarded term of an award for all contracts by Region 8 ESC, and/or its cooperative members, resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions:  
<https://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>,
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(C) CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO THE CLEAN WATER ACT**

**GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Region 8 ESC, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(D) CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. Include Attachment C- Buy American Deviations

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(E) CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE**

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(F) CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by Region 8 ESC, or its cooperative members, for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(G) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (G) above, when federal funds are expended by Region 8 ESC, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by Region 8 ESC, and/or its cooperative members, resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(H) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (H) above, when federal funds are expended by Region 8 ESC, and/or its cooperative members, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(I) DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by Region 8 ESC, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by Region 8 ESC, and/or its cooperative members, resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor



**(J) EMPLOYMENT VERIFICATION FAR 22.18**

As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(K) EQUAL EMPLOYMENT OPPORTUNITY**

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

Pursuant to Federal Rule (K) above, when federal funds are expended on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(L) CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor.**

**(M) RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by Region 8 ESC, and/or its cooperative members, for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(N) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

Pursuant to Federal Rule (N) above, when federal funds are expended by Region 8 ESC, and/or its cooperative members, the vendor certifies that during the term of an award for all contracts by Region 8 ESC, and/or its

cooperative members, resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (N) above.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(O) TERMINATION FOR CAUSE AND FOR CONVENIENCE by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (O) above, when federal funds are expended by Region 8 ESC, and/or its cooperative members, Region 8 ESC, and/or its cooperative members, reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order;
- (2) make any payments owed; or
- (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Region 8 ESC, and/or its cooperative members, also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Region 8 ESC, and/or its cooperative members, believes, in its sole discretion that it is in the best interest of Region 8 ESC, and/or its cooperative members, to do so. The vendor will be compensated for work performed and accepted and goods accepted by Region 8 ESC, and/or its cooperative members, as of the termination date if the contract is terminated for convenience of Region 8 ESC, and/or its cooperative members. Any award under this procurement process is not exclusive and Region 8 ESC, and/or its cooperative members, reserves the right to purchase goods and services from other vendors when it is in the best interest of Region 8 ESC, and/or its cooperative members with the exception of General Grocery products and goods which shall be defined as food items for the NSLP, SBP and other Food Service related programs. General Grocery due to its volume and velocity for the cooperative members will provide a 30 day notice of termination if vendor fails to meet all criteria for termination of contract.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

**RETURN THIS 5 PAGE DOCUMENT IN BID/PROPOSAL PACKAGE**

## **CERTIFICATE OF INTERESTED PARTIES – FORM 1295**

**Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed and submitted with proposals or qualifications to Region 8 ESC.**

Definitions and Instructions for Completing Form 1295 Region 8 Education Service Center is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Region 8 ESC, or its cooperative members, from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Region 8 ESC at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

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

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- **Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. This form must be signed by an agent of the business entity and dated.**
  - Region 8 ESC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
  - After Region 8 ESC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Region 8 ESC.

***Instructions to Vendors: Go to the Ethics Commission Website and register and complete Form 1295, 2. Print a copy of the Form 1295, 3. Include a copy of the Form 1295 in the proposal response.***

### ***Definitions:***

• **Interested Party: a person who:**

- 1) has controlling interest in a business entity with whom Region 8 ESC and/or its cooperative member’s contracts; or
- 2) actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

• **Intermediary: a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:**

- 1) receives compensation from the business entity for the person’s participation;
- 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- 3) is not an employee of the business entity.

• **Business Entity: includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.**

**RETURN COMPLETED ETHICS DOCUMENT IN BID/PROPOSAL PACKAGE**

**CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for Region 8 ESC to determine the residency of its proposers. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person who is not a resident.
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that \_\_\_\_\_  
(Name of Company)

is, under Section: 2252.001 (3) and (4), a  Resident Bidder  
 Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_  
in the state of \_\_\_\_\_

A. Does your “resident state” require bidders whose principal place of business is in Texas to underprice bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes  No

B. What is the prescribed amount or percentage? \$\_\_\_\_\_ or \_\_\_\_\_%

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**FELONY CONVICTION NOTIFICATION**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” This notice is not required of a Publicly-held Corporation.

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

**This notice is not required of a Publicly-Held Corporation.**

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

Vendor’s Name: \_\_\_\_\_

Authorized Company Official’s Name (Printed): \_\_\_\_\_

Check one of the following and sign as appropriate.

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

**Signature of Company Official:** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
 Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

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

Yes       No

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 interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

Adopted 8/7/2015

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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 Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. 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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**VENDOR DEBARMENT STATEMENT**

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

\_\_\_\_\_  
NAME OF COMPANY (Please Type)

\_\_\_\_\_  
MAILING ADDRESS                              CITY                              STATE                              ZIP

\_\_\_\_\_  
PREPARED BY (Please Type)

\_\_\_\_\_  
SIGNATURE                              TITLE

\_\_\_\_\_  
TELEPHONE NUMBER              FAX NUMBER              DATE

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION  
GENERAL GROCERY & RELATED CATEGORIES**

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Please attach a copy of HUB certification.

I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories:

(Please check all that apply)

**Minority Owned Business**

**Small Business**

**Women Owned Business**

OR

My company has NOT been certified as a Historically Underutilized Business (HUB).

Company Name

Signature of Authorized Company Official

Date

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**NO RESPONSE FORM**

**RETURN ONLY IF YOU CHOOSE NOT TO SUBMIT A RESPONSE TO THIS SOLICITATION  
YOU MAY EMAIL THIS SINGLE PAGE TO kbuckner@reg8.net**

**Solicitation # R8FPC072019**  
**General Groceries & Related Items**

Please Print Clearly

Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2018

Name of company
-----------------

has reviewed Region 8 ESC's solicitation **R8FPC072019** and elects not to submit a bid:

- Do not supply the requested product/service.
  
- Quantities offered or scope of job is TOO SMALL to be supplied by my company.
  
- Quantities offered or scope of job is TOO LARGE to be supplied by my company.
  
- Specifications are "too tight" or appear to be written around a proprietary product.  
(Please elaborate on this item.)
  
- Time frame for proposing was too short. (Please elaborate on your primary reason for this)
  
- Other

Street Address		
City	State	Zip
Telephone/Fax Number		
Name of Authorized Individual		
Signature of Authorized Individual		

**PROPOSAL SUBMISSION FORM**

**SOLICITATION NO. RFP R8FPC072019 GENERAL GROCERY & RELATED ITEMS**

Whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (print name of company)  
 \_\_\_\_\_ has reviewed

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

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

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

By signing and executing this proposal, I further certify on behalf of my organization and represent to Region 8 ESC that Respondent has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Respondent also certifies and represents that Respondent has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient’s decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Respondent certifies and represents that Respondent has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Region 8 ESC concerning this proposal on the basis of any consideration not authorized by law; the Respondent also certifies and represents that Respondent has not received any information not available to other Respondent so as to give the undersigned a preferential advantage with respect to this proposal; the Respondent further certifies and represents that Respondent has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Respondent will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Region 8 ESC in return for the person having exercised the person’s official discretion, power or duty with respect to this proposal; the Respondent certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Region 8 ESC in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

Street Address	City, State, Zip Code
Telephone #	Fax #
Email	DUNS#
Company Website	
Authorized Signature	Printed Name & Title

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**Request for Taxpayer  
Identification Number and Certification**

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Part I Taxpayer Identification Number (TIN)**

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number _____ - _____ - _____
OR
Employer identification number _____ - _____

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

## Contractor Certification

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

**Definitions:**

*Covered individuals:* Individual who have or will have continuing duties related to the service to be performed and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying criminal history:* (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including 19 Tex. Admin. Code §249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

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On behalf of \_\_\_\_\_ (“Contractor”), I certify that check one:

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

**Or**

Some or all of Contractor’s employees are *covered individuals*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered individuals. None of the covered individuals has a disqualifying criminal history.
2. If Contractor receives information that a covered individual subsequently has a reported criminal history, Contractor will immediately remove the covered individual from contract duties and notify the District in writing within three business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered individuals so that the District may obtain criminal history record information on the covered individuals.
4. If the District objects to the assignment of a covered individual on the basis of the covered individual’s criminal history record information, Contractor agrees to discontinue using the covered individual to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VENDOR PURCHASE ORDER, RFQ, AND INVOICE RECEIPT OPTIONS  
GENERAL GROCERY & RELATED CATEGORIES**

To help us ensure you receive orders from Region 8 ESC and/or its cooperative members in a timely manner, please indicate below the method of order transmission that you would prefer. Please complete this form and return it with your Request for Proposal. Orders will be available through one of two options:

**Option 1: Internet.** Vendors will need to have Internet access available to them and an e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives.

**Option 2: Fax.** Vendors may choose to have a designated fax line available to receive purchase orders.

Please choose the following options for receipt of purchase orders.

**I plan to use the Internet to retrieve purchase orders.**

Email	Alternate Email
Contact Name	Alt. Contact
Phone	Alt Phone

**I plan to receive purchase orders via fax.**

<b>Fax Number</b>	<b>Fax Contact</b>
<b>Phone</b>	<b>Other: Specify</b>

Please indicate the e-mail address for receipt of RFQ (Request for Quotes):

<b>Email</b>	<b>Alt Email</b>
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Please indicate the address and contact for receipt of invoices:

Address	Dept.
City	State & Zip
Contact Name	Phone
Email	Fax

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**DEVIATIONS AND EXCEPTIONS FORM  
GENERAL GROCERY & RELATED CATEGORIES**

If the undersigned bidder intends to deviate from any part of this procurement solicitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Region 8 ESC, and its cooperative members, will consider any deviations in its proposal award decisions, and Region 8 ESC reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Vendor assures Region 8 ESC, and its cooperative members, the Cooperative of their full compliance with the Standard and Special Terms and Conditions, Item Specifications, and all other information contained in this Request for Proposal.

**No Deviations**       **Yes, Deviations made**

List any deviations your company is submitting below or include additional page:

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**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Delivery Terms: FOB Destination (freight included in price) FOB Shipping Point (deviation to specs)
2. Shipping Via: Common Carrier Company Truck Other: \_\_\_\_\_
3. Payment Terms: \_\_\_\_\_
4. Other: \_\_\_\_\_
5. Number of Days for Delivery (lead-time): \_\_\_\_\_ After Receipt of Order (ARO)
6. Vendor Reference/Quote Number: \_\_\_\_\_
7. State your return policy:

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8. Are electronic payments acceptable to your company:       Yes       No

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

Signature of Authorized Company Official \_\_\_\_\_

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**ATTACHMENT A – SPECIFICATIONS (EXCEL Worksheet)**

Region 8 Education FOOD PURCHASING COOPERATIVE is interested in selecting multiple vendors offering the best value for GENERAL GROCERY AND RELATED CATEGORIES. A percentage discount from catalog price list or shelf price will be considered to purchase RELATED CATEGORIES including but not limited to paper/plastic, chemicals, smallwares, and equipment during the term of the proposal. Even if no discount is offered, this shall be indicated on the form. If no flat discounts are offered, a catalog price list of available items shall be sent. The percentage discount, competitiveness of price and prior performance will be considered in the selection of vendors. Purchases will be made on an "as needed" basis. Add additional categories and rows as needed.

**Catalog name:** \_\_\_\_\_

\_\_\_\_\_ **% Discount or Fixed Price**

**Applies to: (Catalogs, Sale Flyers, Online Orders, etc.)**

**PLEASE LIST ALL CATEGORIES THAT APPLY**

**ADDITIONAL ITEM CATEGORIES SHALL BE:**

Papers/Plastic not specified in RFP \_\_\_\_\_

Chemicals not specified in RFP \_\_\_\_\_

Smallwares not specified in RFP \_\_\_\_\_

Equipment not specified in RFP \_\_\_\_\_

**Installation:** \_\_\_\_\_

**Categories:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Delivery Terms: all charges must be included in price quoted unless otherwise noted for equipment. Pricing for small wares, papers, plastics, chemicals shall not allow for additional charges to delivery.**

**Lead time once order has been placed:** \_\_\_\_\_

**Cancellation/Return Policy: minimum three (3) day cancellation period, minimum ten (10) day return policy unless otherwise agreed or as provided by the terms of this agreement.**

**Does vendor agree to Minimum three (3) day cancellation period** \_\_\_\_\_

**Does vendor agree to Minimum ten (10) day return policy** \_\_\_\_\_ **Cancellation and return policy does not apply to damaged and/or manufactured defective products.**

**Warranty: Warranty shall govern as stated in the terms and agreement of this RFP. Manufacturer's warranty shall provide minimum 12 months for all small ware appliances and large appliances**  
\_\_\_\_\_.

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**



## SPECIAL CONSIDERATIONS

**Region 8 Food Cooperative reserves the right to provide amended increase forecasting to 10 working days from post of the original RFP. R8FPC request 10 working days for clarification/correction on product specifications listed in column "B".**

Vendor agrees to this provision \_\_\_\_\_ initials of authorized representative.

Distributor agrees to offer \_\_\_\_\_% discount for catering/special event purchases to all members. Manufacturers suggested pricing shall be discounted at \_\_\_\_\_% for the entire bid period.

I agree to provide \_\_\_\_\_% to all members and separate user ID for catering/special event purchases. Special Event/Catering ID will be issued upon individual request.

Vendor agrees to this provision \_\_\_\_\_ initials of authorized representative.

Distributor agrees to provide, upon request, user ID for off bid purchases. R8FPC and Distributor will claim hold harmless of off bid purchases which are utilized in the CN program. Distributor will notify cooperative Manager, upon assignment, of user ID for off bid purchases.

Vendor agrees to this provision \_\_\_\_\_ initials of authorized representative.

General Grocery distributor shall provide for cooperative member a refrigerated trailer upon deemed emergency from service outage of storage freezer. Member shall be responsible for fuel, safety and safe operation of the trailer while on school district property.

Vendor agrees to this provision \_\_\_\_\_ initials of authorized representative.

### **Rebates and Discounts**

General Grocery distributor will ensure all rebates and discounts which are the property of the member districts shall be returned to member district. This includes all manufacturer or broker rebates or discounts for purchasing through distributor. Distributor shall not retain any rebate or discount as their own property as rebates and discounts are the property of the purchasing entity. Region 8 FPC will not receive rebates or discounts on behalf of any member districts. All rebates and discounts are the sole property of the individual member district.

### **Cool School**

Members currently participate in Cool School point collection system which is dispensed by member districts at regular monthly meetings upon request from member districts for items or prizes. Members present at the meeting examine and vote for purchase of requested items by member districts. R8FPC does not retain any portion of Cool School point collection system for its own use. Distributor will provide a monthly report to Cool School and Region 8 FPC Manager for all eligible products purchased by cooperative members.

**This bid may be awarded to multiple vendors please select your offer. Minimum shipment of max 10 cases will govern bid opportunity.**

In regard to Full, Open Competition this RFP may be offered to more than one distributor. Full, Open Competition provides the opportunity for any or all interested parties to respond to this RFP. This is accomplished by advertising, broad specifications, yet narrow to ensure the quality requested by the members for their programs and an RFP agreement that allows for negotiations of items offered on the proposal. The member districts will vote on recommendation of award for this opportunity to the Region 8 Board. Member's

will examine, score and vote if more than one opportunity is provided and issue a decision to the R8FPC Cooperative Manager. A district may choose to select an individual distributor as their forecasting shall govern their purchasing from their selected distributor. Distributor agrees to allowance for Full, Open Competition of this RFP and to a minimum 10 case shipment.

\_\_\_\_\_signature \_\_\_\_\_ title \_\_\_\_\_ date

**Recall Plan – Notification regarding products, etc.**

Product recall plan or notification in regard to any products insuring first notification to REG 8 FPC Manager, subsequent notification shall be provided to all members. This information shall include directives for return, removal, disposal, credit and/or replacement of recalled items.

Forms shall be provided with the return of this document.

I understand a copy of the plan must be included with this RFP. Including notification policy for the Cooperative Manager on behalf of members and forms for products as outlined above.

\_\_\_\_\_name

\_\_\_\_\_title \_\_\_\_\_ date

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**\*NOTE: This is a participation fee NOT a rebate-please mark payment accurately\***

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

Address of Vendor: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative \_\_\_\_\_

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

Region 8 Food Cooperative reserves the right to waive any informalities and/or reject any or all proposals in whole or in part and make the selection on the basis of member recommendation, best value, scoring criteria of qualified vendor to perform the work or services for member districts.

Potential Vendors should consider the Federal Regulations for procurement Title 7 Part 210, 3015, 3016 and 3019, TDA – ARM Procurement Ch. 17. Products and items on bid specifications may be priced to offer bulk buying price for any district who may receive the bulk shipment. Bulk price is applicable to ALL districts no exclusions allowed.

- Vendor(s) will provide a guaranteed once weekly shipment per campus with no added, fob, fuel surcharge or delivery drop fee. No minimum unless cited in RFP exclusion. All deliveries must occur during bid delivery hours. Any delivery after the specified time will result in awarded vendor paying hourly rate of pay to district on behalf of its appropriate number of employees receiving said delivery. A district may request more deliveries and be granted such if volume (minimum shipment 10 cases per delivery for 3 or more deliveries per week) warrants deliveries. A minimum case per delivery *may* be allowed. No more than 8 cases minimum within a 10 mile of neighboring member district. I \_\_\_\_\_, potential vendor request a case minimum of \_\_\_\_\_ cases (may not exceed 10 cases) per delivery site within 10 mile of nearest member district. I am willing to negotiate case minimum if delivery is to one location \_\_\_\_ yes, \_\_\_\_ no.

- If awarded and vendor fails to provide guaranteed delivery, vendor will be responsible for lost labor hours, NSLP reimbursement if failed delivery caused non-compliance for Child Nutrition Program and/or be found in default of awarded contract agreement. **The entire contract may be terminated for this cause following a written notice of 30 days termination for failure to maintain contract terms.** If vendor fails to deliver multiple times, or has continual out of stock issues or late deliveries and/or no-show deliveries to members the contract may be found in default. If the contract is found to be in default it may be terminated for ALL member participation and no bid award will be offered for the next bid term. Bid will then be released to alternate awarded or non-awarded bidder.

I understand I must abide by this agreement and deliver items during delivery hours as assigned in this RFP, I must also deliver products on the bid and must not have continual out of stocks or unavailable items that are awarded on the bid. I understand a continual problem with a districts orders and/or deliveries jeopardizes my partnership with Region 8 ESC and the bid may be terminated or shared at greater allowance to co-awarded vendor.

\_\_\_\_\_, Signature of authorized representative.

- Item(s) may not be listed as a continual short or not in stock to enable vendor to deplete stock. If a distributor's refusal to not stock the item(s) is voluntary until current stock is depleted, distributor will be found in default of contract. Item(s) on bid are expected to be available from the manufacturer to fill just in time orders. This clause includes but is not limited to VPT item(s).

I \_\_\_\_\_ authorized representative agree to this condition and will abide by this clause.

\_\_\_\_\_ name \_\_\_\_\_ title \_\_\_\_\_ date

**ADDITIONAL SERVICES**

Vendor agrees to provide emergency cooler/freezer trailer on member site in the event of freezer failure. Member will be responsible for safety and safe operation while trailer is on member property. Vendor will be responsible for training member how to safely operate, fuel and maintain trailer for “short term” storage on site. Agreement to this provision shall provide five (5) points for vendor scoring.

Vendor agrees to this provision \_\_\_\_\_ initials of authorized representative.

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**

**REGION 8 FOOD PURCHASING CO-OP MEMBERSHIP 2018-2019**

<b>DISTRICT</b>	<b>DIRECTORS NAME</b>	<b>EMAIL</b>	<b>PHONE (903) AREA CODE</b>
Atlanta ISD	Donna Wilkins	<a href="mailto:dwilkins@atlisd.net">dwilkins@atlisd.net</a>	796-4194 x1014
Avery ISD	Donna Warren	<a href="mailto:donna.warren@averyisd.net">donna.warren@averyisd.net</a>	684-3075
Avinger ISD	Jackie Smith Amanda Marshburn	<a href="mailto:jsmith@avingerisd.net">jsmith@avingerisd.net</a> <a href="mailto:amarshburn@avingerisd.net">amarshburn@avingerisd.net</a>	562-1271
Beckville ISD	Ruby Brown	<a href="mailto:brownr@beckvilleisd.net">brownr@beckvilleisd.net</a>	678-3311
Chapel Hill ISD	Sherry Eargle	<a href="mailto:seargle@chisddevils.com">seargle@chisddevils.com</a>	572-8096 x879
Chapel Hill ISD-Tyler	Juanita Gary	<a href="mailto:garyj@chapelhillisd.org">garyj@chapelhillisd.org</a>	566-2311 x1469
Chisum ISD	Wanda Armstrong	<a href="mailto:warmstrong@chisumisd.org">warmstrong@chisumisd.org</a>	737-2820
Clarksville ISD	Sheryl Scott	<a href="mailto:sscott@clarksvilleisd.org">sscott@clarksvilleisd.org</a>	427-3891
Cooper ISD	Rhonda Bodette	<a href="mailto:rbodette@cooperisd.net">rbodette@cooperisd.net</a>	395-2111x2230
Cumby ISD	Kathy Carter	<a href="mailto:kathy.carter@cumbyisd.net">kathy.carter@cumbyisd.net</a>	994-2260
D'field- L.S. ISD	Linda Martin	<a href="mailto:lmartin@dlsisd.org">lmartin@dlsisd.org</a>	645-5705
Detroit ISD	Sandra Galley	<a href="mailto:sgalley@detroit eagles.net">sgalley@detroit eagles.net</a>	674-6131 x8422
Elysian Fields ISD	Michelle King	<a href="mailto:michelle.king@efisd.org">michelle.king@efisd.org</a>	903-633-1514
Fannindel ISD	Discha Threlkeld	<a href="mailto:dthrelkeld@fannindel.net">dthrelkeld@fannindel.net</a>	903-367-7251
Gilmer ISD	Roberta Jones	<a href="mailto:jonesr@gilmerisd.org">jonesr@gilmerisd.org</a>	841-7422
Gladewater ISD	Darla Allen	<a href="mailto:allend@gladewaterisd.com">allend@gladewaterisd.com</a>	845-4207
Harleton ISD	Connie Burrell	<a href="mailto:burrellconnie@harletonisd.net">burrellconnie@harletonisd.net</a>	777-1541
Harmony ISD	Terry Ward	<a href="mailto:wardt@harmonyisd.net">wardt@harmonyisd.net</a>	725-5492 X128
Harts Bluff ISD	Dameon Eaton	<a href="mailto:deaton@hbsisd.net">deaton@hbsisd.net</a>	577-1146 x117
Hemphill ISD	Kim Scales	<a href="mailto:kim.scales@hemphillisd.net">kim.scales@hemphillisd.net</a>	409-787- 3371x227
Henderson ISD	Tanya Davis	<a href="mailto:tadavis@hendersonisd.org">tadavis@hendersonisd.org</a>	655-5014
Hooks ISD	Dorothy Sagers	<a href="mailto:sagersd@hooksisd.net">sagersd@hooksisd.net</a>	547-6077x6020
Hubbard ISD	Jessica Stokes	<a href="mailto:jstokes@hubbardisd.net">jstokes@hubbardisd.net</a>	667-2645
Hughes Springs ISD	Elizabeth Martinez	<a href="mailto:martineze@hsisd.net">martineze@hsisd.net</a>	639-3809
Jefferson ISD	Terry Moore	<a href="mailto:tlmoore@jeffersonisd.net">tlmoore@jeffersonisd.net</a>	903-246-7003
Laneville ISD	Tanya Davis	<a href="mailto:tadavis@hendersonisd.org">tadavis@hendersonisd.org</a>	655-5014
Liberty Eylau	Malisa Fincher	<a href="mailto:malisa.fischer@leisd.net">malisa.fischer@leisd.net</a>	832-1535
Leary ISD	Amy Gale	<a href="mailto:agale@learyisd.net">agale@learyisd.net</a>	838-8960
Maud ISD	Debbie Johnson	<a href="mailto:djohnson@maudisd.net">djohnson@maudisd.net</a>	585-2219 x2601
Miller Grove ISD	Becky Brown	<a href="mailto:bbrown@mgisd.net">bbrown@mgisd.net</a>	459-3288 x227
Mount Pleasant ISD	Laura Stewart	<a href="mailto:lstewart@mpisd.net">lstewart@mpisd.net</a>	575-2096
Mount Vernon ISD	Shelley Black	<a href="mailto:sblack@mtvernonisd.com">sblack@mtvernonisd.com</a>	537-3700 x1219
North Hopkins ISD	Cindy McPherson	<a href="mailto:cmcpherson@northhopkins.net">cmcpherson@northhopkins.net</a>	945-2192 x8020
North Lamar ISD	Diana McGregor	<a href="mailto:dmcgregor@northlamar.net">dmcgregor@northlamar.net</a>	669-0182
Overton ISD	Michelle Wilson	<a href="mailto:michelle.wilson@overtonisd.org">michelle.wilson@overtonisd.org</a>	834-3041
Paris ISD	Lori McEntyre	<a href="mailto:lmcentyre@parisisd.net">lmcentyre@parisisd.net</a>	737-7589

DISTRICT	DIRECTORS NAME	EMAIL	PHONE (903) AREA CODE
Pewitt CISD	Monica Buford	<a href="mailto:mbuford@pewittcisd.net">mbuford@pewittcisd.net</a>	884-2941
Pine Tree ISD	Michelle Mitchell	<a href="mailto:mmitchell@ptisd.org">mmitchell@ptisd.org</a>	295-5087
Pittsburg ISD	Chris Hackett	<a href="mailto:chackett@pittsburgisd.net">chackett@pittsburgisd.net</a>	856-3387
Pleasant Grove	Bill Harp	<a href="mailto:wharp@pgisd.net">wharp@pgisd.net</a>	831-4086
Prairiland ISD	Lesa Clarkson Tina Graham	<a href="mailto:lclarkson@prairiland.net">lclarkson@prairiland.net</a> <a href="mailto:tgraham@prairiland.net">tgraham@prairiland.net</a>	652-6476x128
Queen City ISD	Shannon Coats	<a href="mailto:scoats@qcisd.net">scoats@qcisd.net</a>	796-8256x16
Quitman ISD	Laura Hawes	<a href="mailto:hawesl@quitmanisd.net">hawesl@quitmanisd.net</a>	763-5000x149
Red Lick ISD	Jaclyn West	<a href="mailto:jwest@redlickisd.com">jwest@redlickisd.com</a>	838-8230
Rivercrest ISD	Tiffany Easley Lisa Roach	<a href="mailto:teasley@rivercrestisd.net">teasley@rivercrestisd.net</a> <a href="mailto:lroach@rivercrestisd.net">lroach@rivercrestisd.net</a>	632-2071x3040
Roxton ISD	Penny Kelly	<a href="mailto:pkelly@roxtonisd.org">pkelly@roxtonisd.org</a>	346-3213 x14
Sabine ISD	Sunnie Caldwell	<a href="mailto:scaldwell@sabineisd.org">scaldwell@sabineisd.org</a>	903-984-6917
Salttillo ISD	Susan Smith	<a href="mailto:ssmith@salttilloisd.net">ssmith@salttilloisd.net</a>	537-2386
Simms ISD	Kay Holmes	<a href="mailto:kholmes@simmsisd.net">kholmes@simmsisd.net</a>	543-2219 x1116
Sulphur Bluff ISD	Amanda Cockrell	<a href="mailto:acockrell@sulphurbluffschoo.net">acockrell@sulphurbluffschoo.net</a>	945-2460 x 3010
Sulphur Springs ISD	Veronica Arnold	<a href="mailto:varnold@ssisd.net">varnold@ssisd.net</a>	885-0968
Texarkana SPED Cntr	Lizzie Flenory	<a href="mailto:lflenory@oppinc.org">lflenory@oppinc.org</a>	791-2270
Texarkana ISD	Christie Lammers Cindy Wheat	<a href="mailto:christie.lammers@txkisd.net">christie.lammers@txkisd.net</a> <a href="mailto:cindy.wheat@txkisd.net">cindy.wheat@txkisd.net</a>	903-792-2231 903-792-2231x4
Troup ISD	Teresa Gillespie	<a href="mailto:tgillespie@troupid.org">tgillespie@troupid.org</a>	842-5147
Union Hill ISD	Hilda Nelms	<a href="mailto:nelmsh@uhisd.com">nelmsh@uhisd.com</a>	762-6694
Westwood ISD	Sheree' Satcher	<a href="mailto:sdsatcher@westwoodisd.net">sdsatcher@westwoodisd.net</a>	723-9379
White Oak	Lori Ferguson	<a href="mailto:fergusonl@woisd.net">fergusonl@woisd.net</a>	291-2090
Winona ISD	Angie Nick	<a href="mailto:anick@winonaisd.org">anick@winonaisd.org</a>	939-4891
Yantis ISD	Kristi Beech Mitzie McClane	<a href="mailto:kbeech@yantisisd.net">kbeech@yantisisd.net</a> <a href="mailto:mmclane@yantisisd.net">mmclane@yantisisd.net</a>	383-2462x106

**ATTACHMENT C- BUY AMERICAN PROVISION DEVIATIONS FOR FOOD AND BEVERAGE ITEMS  
Region 8 Education Service Center – Region 8 Food Purchasing Cooperative**

**Effective July 14, 2018 – July 15, 2019 with optional – one-year extension options**

Vendors are required to list each food and/or beverage item they are proposing that does not meet the Buy American Provision and note one of the following justifications, as applicable: 1. This product is listed on the USDA exception list found the Federal Code of Regulations 25.104; 2. A domestic food product is not available in the specified quantity and quality; 3. There is no domestic alternative source or substitute food product; 4. The cost difference of the domestic product and non-domestic product is unreasonable. If none of these justifications apply, then note "None" under the Justification column. Add additional rows as needed. *Buy American Provision Requirements:* Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. See USDA-FNS memo SP-24-2016 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

Item#	Description:	Country of Origin	% content US grown:	% processed in the US:	Justification
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			:		
			:		
			:		

**RETURN THIS DOCUMENT IN BID/PROPOSAL PACKAGE**