

**New Caney Independent School District
Notice of Request for Proposals**

RFP 07-2019 Produce

Opening Date/Time:

Date: May 20, 2019
Time: 11:00 AM (Local Time)

Posted:

May 01, 2019

Submit Response to:

New Caney ISD Purchasing Dept.
21580 Loop 494
New Caney, TX 77357

District Contact:

Toni Bullock
Procurement Coordinator
tbullock@newcaneyisd.org

Please submit 1 Original, 1 Copy, and 1 USB Flash Drive

Special Instruction:

Documents must be received prior to Opening Date/Time listed above. Any response received after this date/time will not be considered.

Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in these document specifications shall contact the Purchasing Department in writing before **May 13, 2019 at 4pm (Local Time)**. Addenda (If required) will be posted by **May 14, 2019**. Addenda can be found by going to the Purchasing Website via the NCISD Website: www.newcaneyisd.org

Response envelopes should be marked on the lower left hand corner as follows:

RFP 07-2019 Produce

As a notification of your intent to bid, **please begin by completing this page and fax or email it immediately to New Caney ISD Purchasing Department.** (Fax: 281-354-2639 Email: tbullock@newcaneyisd.org). **DO NOT** email or fax other documents with this form. Please include the original of this form when submitting your entire response.

Company Name Gordon Food Service

Address 1300 Gezon Pkwy SW City Wyoming State MI Zip 49509

Telephone (616) 530-7000 Fax (616) 717-7600

Contact Name Brian Lewis Email Brian.Lewis@gfs.com

CERTIFICATION:

Gordon Food Service (Individual/Company/Firm) hereby notifies New Caney Independent School District of our intention to respond to stated request. Furthermore, I certify that I am an agent of the company authorized to enter into a contractual relationship on behalf of the Company listed above and I have read and understand the General Terms and Conditions for this request located on the District's Website: www.newcaneyisd.org (under Departments – go to Purchasing). For any discrepancies between the General Terms and Conditions and this proposal, the proposal shall supersede. Company acknowledges that all documents must be received by the District prior to the opening date/time stated in the request.

Date 5/17/19

Signature

Brian Lewis

Printed Name

NOTICE OF INTENTION

The Purchasing Department of New Caney ISD is conducting this procurement to establish a contract with produce vendors for use by eligible organizations participating in School Purchasing Alliance Co-op. In addition, New Caney ISD has contracted with DLD Marketplace Alliance, LLC to coordinate and manage the purchases made by the members, who have submitted signed Interlocal Agreements with New Caney ISD. The initial term of the prospective contract is from July 1, 2019 through June 30, 2020. The Department may elect, with mutual agreement of the awarded vendors to extend any contracted award pursuant to this procurement solicitation for up to three (3) additional one (1) year terms (individually, a "Renewal Term"). No contract shall be executed until it has been reviewed and approved by the Board of Trustees of New Caney ISD, fiduciary agent for School Purchasing Alliance Co-op, in a duly called and posted meeting of the Board. This contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Proposers are requested to submit a proposal offering their total line of available products.

SPA members work to connect K-12 schools and local food producers to improve student nutrition, provide agriculture and nutrition education opportunities and support local and regional farmers. SPA members participating in this RFP may wish to purchase more locally grown as defined as Texas and the surrounding states as it becomes available. Vendors are encouraged to provide more locally grown options to the members.

Multiple vendors will be awarded.

Scope of Work

The intent of this RFP is to solicit proposals for produce, and to find the best products that suit the needs of the members of School Purchasing Alliance Co-Op members. Multiple vendors will be awarded. Each district will choose one vendor for all produce with the exception of DOD.

New Caney ISD is utilizing the Request for Proposal (RFP) method for the procurement of this service in accordance with the Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals.

Interested proposers should respond by delivering one original signed document, 1 copy, and an electronic version(unprotected) to New Caney ISD per instructions for the opening of the RFP. The pricing will be entered into the Excel Spreadsheets on the 6 month guaranteed products. Please fill in all areas necessary to tabulate results. You may not need all the fields. Some have already been eliminated by being marked "X". **Any lines left blank will be considered a part of the weekly pricing using the USDA Terminal Market plus fixed fee.**

School Purchasing Alliance represents 37 members who may purchase produce through Interlocal Agreements with New Caney ISD. SPA reserves the right to add additional districts during the term of the bid. Schools must participate in grocery in order to use SPA produce awarded vendors.

Term of bid: July 1, 2019-June 30, 2020, with three (3) additional one (1) year optional renewals.

DLD Marketplace Alliance, LLC is the contracted coordinator with New Caney ISD. Responsibilities of MPA include but are not limited to: Work with New Caney ISD Purchasing Department and School Purchasing Alliance to manage RFP, analyze top line items for best value, conduct cuttings for product qualification both prior to and after RFP's are received, work with awarded vendors to create master order guide, secure pricing for new items, audit fee schedule purchases, manage commodity usage, assist distributor with inventory management, and be the liaison between New Caney ISD Purchasing Department and School Purchasing Alliance.

GENERAL CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

Proposals shall be delivered with all required data by the time and date specified. Any proposal received after the required time and date will not be considered. New Caney ISD shall not be held liable for any proposal improperly identified and thus not considered for award.

NO BID: Bidders may opt to send a NO BID response to New Caney ISD. Vendors not responding to a bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

LATE BID: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. New Caney ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Business Department shall be the official time of receipt.

UNSIGNED BIDS will NOT be considered. Only **SEALED BIDS/PROPOSALS** will be accepted. Faxed or electronic submissions will NOT be accepted.

VENDOR shall provide with bid response, all required documentation and forms in the format received. Failure to provide this information may result in rejection of bid.

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

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

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

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

REFERENCES: New Caney ISD may request bidders to supply, with each bid, a list of at least three (3) references where like goods/services have been supplied by the vendor to entities of similar size and

scope. Include name of firm/district, address, telephone number and name of representative. New Caney ISD reserves the right to contact existing customers of bidders not list as references.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder without the permission of New Caney ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of the bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on an unresponsive vendor list.

BID EVALUATION: Bids must be submitted on New Caney ISD forms for consideration. Additional information may be attached for evaluation purposes. The lowest bid will not necessarily be the successful bid.

EVALUATION CRITERIA: The evaluation criteria will include but not be limited to: (1) the purchase price; (2) the reputation of the vendor and of the vendor's good or services; (3) evaluation scores on the attributes ; (4) the extent to which the goods or services meet the district's needs; (5) systems (technology) and resources (experienced staff) to manage SPA. A sample of the Evaluation Form that will be scored is attached in the Worksheet.

BID AWARD: New Caney ISD will award a multiple vendor. Ability to serve all members is not a criteria for award.

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

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

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

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

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

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

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

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

ADDENDA: Any interpretations, corrections or changes to this bid and specifications, will be made by addenda. Inquiries shall be made in the form of an email to: tbullock@newcaneyisd.org. Addenda will be posted on the New Caney ISD website.

CHANGE ORDERS: No oral statement of any person shall modify otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by New Caney ISD Chief Financial Officer.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless New Caney ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by an person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless New Caney ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against New Caney ISD growing out of such injury or damages.

CONTRACT: This bid, when properly accepted by New Caney ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and New Caney ISD. No different or additional terms will become a part of this contract with the exception of change orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATOR: Under this contract, MPA is the contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between New Caney ISD Business Department and the successful bidders.

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

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

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

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

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

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

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

ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH NEW CANEY ISD must submit a Conflict of Interest Questionnaire, if required, no later than the seventh (7th) business day after the date the person becomes aware of facts that require the statement to be filed, as required by Local Government Code, Section 176.006.

ALL VENDORS must have Form W-9 Request for Taxpayer Identification Number and Certification on file with district.

ALL VENDORS MUST ALSO INCLUDE: A Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with the bid.

NOTE: New Caney ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities and/or employment practices.

Contractor 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 (the "Foreign Organization List"). In the event that **Contractor** is added to the Foreign Organization List at any time during the term of the **Agreement**, **Contractor** shall promptly provide notice to **New Caney ISD**. **New Caney ISD** may, at its discretion, terminate the **Agreement** immediately upon receipt and verification of information, by any means, that **Contractor** has been added to the Foreign Organization List. **Contractor** further certifies and verifies that neither **Contractor**, nor any affiliate, subsidiary, or parent company of **Contractor**, if any (the "Related Companies"), currently boycotts Israel, and **Contractor** agrees that **Contractor** and Related Companies will not boycott Israel during the term of the **Agreement**. For purposes of the **Agreement**, the term "boycott" shall mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. The term "boycott" shall not include an action made for ordinary business purposes.

School Purchasing Alliance encourages the use of HUB and MWBE businesses. (See Attributes)

REQUEST FOR PROPOSALS DEFINED:

The intent of this Request for Proposal (“RFP”) is to solicit proposals for Produce and to find the best products that suit the needs of the members of the School Purchasing Alliance Cooperative (“Co-op”). The Co-op is utilizing the RFP method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item three (3) Request for Proposals.

BACKGROUND:

There are currently 37 member districts that may use this procurement for produce delivery. New Caney ISD is conducting this procurement and has contracted with DLD Marketplace Alliance, LLC (“MPA”) to coordinate and manage the purchases made by the Co op district members.

BID PROCESS:

Each bidder shall carefully examine all documents and any and all addenda or other revisions, and thoroughly familiarize with all requirements prior to submitting a bid. Should a bidder find discrepancies or ambiguities in or omissions from the bid documents, or should the bidder be in doubt as to the meaning, the bidder shall submit all inquiries in the form of an email no later than five (5) days prior to the proposal due date to Toni Bullock: tbullock@newcaneyisd.org

Answers to all inquiries or requests involving substantive matters will be submitted to all proposers of record in addendum form. Any oral communication by the contact person or designee concerning the bid is not binding and shall in no way modify the bid or the obligation of all parties involved.

CONTRACT TERMS AND RENEWALS:

The initial term of the prospective contract is from July 1, 2019 through June 30, 2020. Upon mutual consent of the Co-op and vendor, the contract may be extended for three (3) additional one (1) year periods, with written consent of the vendor presented no later than sixty (60) days prior to the expiration of the contract.

There is to be an additional ninety (90) day transitional period added to the end of the contractual agreement. The contractual prices, terms and conditions are to remain in force during the transitional period.

In the event of a material change SPA will put out a new RFP the following year. For purposes of produce this would be a 25% change either up or down for commercial purchases not affected by DOD or Farm to School.

SPECIAL TERMS AND CONDITIONS:

Pricing Structure:

Options for purchasing are as follows:

1. Firm Pricing on certain items - all other items to be purchased under Weekly Pricing.
2. Weekly Pricing with Fixed Fee Schedule on all items.

Pricing/Pricing Periods - Awarded vendors are required to provide a firm Fee Schedule from date of execution of the contract through June 30, 2020 for all items not purchased under the 6 month firm pricing.

Awarded vendors are required to provide firm pricing for 6 months on all items listed under the Firm Pricing Section. This pricing that is guaranteed for 6 months shall be negotiated in May and November for the following periods: July 1 - Dec 31 and Jan 1 - June 30 each year the contract is awarded/renewed. Renewal Pricing is due to MPA by April 30th and Oct 31st respectively

Individual price increases during the period may be considered on a case by case situation and must be approved by MPA to take effect 10 days after approval. All price changes must be accompanied with documentation using the USDA Terminal Market Price Report. All decreases shall also be extended to SPA members. Additional information may be used for price changes with complete documentation from a third party, unbiased source.

Awarded vendors must allow each SPA member to choose either firm 6 month pricing for the firm pricing items or choose weekly pricing based on True Cost plus the Fixed Fee. Members will be able to choose one option or the other for each pricing period, and may change options for the subsequent pricing period.

Weekly Price Quotes will be True Cost plus Fixed Fee for the next week's delivery to Spa members. Price quotes need to be provided to all SPA members Thursday at 3:00 pm for the following week; orders from SPA members need to be provided to supplier no later than Friday at 2 pm for the upcoming week's deliveries. Audits may be conducted via the USDA Terminal Market Price Report.

Damages – The successful proposer will be held responsible and required to make good (at proposer's sole expense), all damages to persons or property caused by the proposer's employees and/or agents.

Delivery Vehicles – The successful proposer will ensure all delivery vehicles are clean and sanitary; deliveries are made in properly refrigerated and enclosed trucks; in good repair and appropriate for the type of product being delivered according to HAACP guidelines; and meet all health and sanitation requirements of the State of Texas, local and federal government.

Drivers – Drivers shall present a neat and clean appearance, be in uniform, show picture ID, and make their deliveries in an efficient and courteous manner. Drivers must meet all requirements for license and driving record required by the TEA Education Code 22.085.

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

Notification of Late Deliveries – The successful proposer will promptly notify the requesting Co-op member(s) when an item or items cannot be delivered within the specified delivery time (according to the purchase order). If the successful proposer is unable to deliver the requested item within a mutually acceptable time, an alternate of equal or higher value will be supplied at the awarded portion price.

Shipping Container Condition – The successful proposer will ensure all cases, cartons and containers are clean and unblemished.

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

Temperature – If applicable, frozen products shall be delivered at the temperature of 0 Fahrenheit or below, with determination by the Co-op member to accept or reject the product if temperature is questionable. Chilled products should be delivered at a temperature between 35and 40 Fahrenheit. Dry products should be delivered at temperatures no higher than 70 Fahrenheit.

All vendors must comply with add standards pursuant to the Clean Air Act of 1970, as Amended (42 USC 1857 (h), Section 508 of the Clean Water Act, as amended (33 USD 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

DELIVERY RECEIPTS, INVOICES AND CREDITS

Delivery Receipt/Invoice – An itemized delivery receipt/invoice must be left at each school location of each district at the time of delivery. Each receipt shall include:

Date of Delivery

Name of school/site (with Co-op Member District Name) receiving the delivery

Purchase Order number must appear on Invoice or Credit. Separate invoices should be submitted for each separate purchase order

Invoices shall be separated into the categories of Food and Non-Food, with separate totals for each category

Signature of authorized employee (Co-op member(s) may not be responsible for payment if authorized signature is lacking

Electronic Invoice – the successful proposer is encouraged to have an online system for viewing and/or retrieval of delivery receipts, invoices and/or monthly statements, or to send copies of such information via email.

Credits – Credits for damaged, shorted or incorrect product(s) must be adjusted on the invoice at the time of delivery. Credits for returned merchandise or hidden or concealed damage must be provided at the time the product is returned.

Discounts – Payment terms are net thirty (30) days. The successful proposer is encouraged to provide the discount for early payments in the Bid Attributes section. This will be considered in the evaluation of the proposal.

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

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

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

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

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

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

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

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

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

Buy American Act - SPA and cooperative members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded. Vendor shall meet the "Buy American" standards as defined in the Child Nutrition Reauthorization Act of 1998. School districts participating in the NSLP and in the contiguous United States are required to purchase for this program, to the **maximum extent practicable**, domestic commodities or products. The term "domestic off commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51% of the processed food comes from American-produced products.

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

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

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

Generic identification of product

Name and address of manufacturer

Trade/brand name of product

Physical and health hazards

Warning statement and precautionary handling instructions

Recommended antidote action

Detailed manufacturer's directions for use

Net contents of container in pounds, ounces or gallons

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

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

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

the successful proposer may be grounds to cancel the contract. The following criteria will apply to all substitutions:

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

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

Renewal – The Co-op and successful proposer will have the right to renew the contract up to three (3) one (1) year terms after the expiration of original one (1) year contract agreement, providing all parties are in agreement to same terms, conditions, and pricing.

Sanitation Standards – Copies of all city, state, county and/or federal health inspection reports must be furnished to the Co-op as they are updated.

Financial Responsibility of Vendor

Beginning July 1, 2019, the awarded vendor will generate a total sales report for each calendar month's purchases for all SPA members. "Sales" is defined as the total purchases in dollars, including distributor mark-ups. That report will be submitted to New Caney ISD by the 5th calendar day of the month following the end of the previous month's sales. New Caney ISD will generate an invoice calculated using .5% by the 10th day which will be due in full by the 25th of that month. Total sales must be broken out by individual district. **Failure to comply may be considered breach of contract and may result in termination of Agreement.**

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

Nutrition Information

Product Sheets

As requested by Donna Davis, DLD Markplac Alliance, LLC

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

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

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

The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of New Caney ISD or SPA individual member. SPA members, nor MPA shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or proposed vendors. In addition, each member must comply with local district ethics standards. Meals in a group setting with an education component are acceptable within the most restrictive. All local, state, and federal procurement standards must be followed. New Caney ISD nor MPA may be held responsible for

any unethical actions on the part of any of the members of SPA. Any member who violates these standards may be asked to leave the Co-Op.

RFP protests shall be first addressed with MPA in writing via certified registered mail within 10 business days of the contract approval by the New Caney ISD Board of Trustees. MPA will notify TDA and consult with the Steering Committee and a resolution proposed. If the protest cannot be resolved between the parties, the issue shall be submitted to the Board of Trustees of New Caney ISD for final resolution at the next scheduled meeting of the Board. Issues taken to the Board must be submitted in time to add to the next possible Agenda. Protesting parties must be in attendance at the Board meeting for the issue to be considered. Non-attendance will constitute a ruling in favor of the original decision made by SPA. All decisions made by the New Caney ISD Board of Trustees are final. Any vendor who submits a proposal is agreeing to these terms of Protest Resolution.

SPA members shall comply with all local, state, and federal purchasing standards whichever is the most restrictive.

Instructions to Bidders

The goal of this RFP is to select the best produce partners, along with the best value on the items selected.

Compliance with Specifications

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions of the RFP or the Agreement must be clearly indicated in the proposal submitted.

Required Proposal Format

Specifications for items are presented in Excel 07. Responders are required to submit information in the format of the proposal. Proposals submitted should include the original hard copy, one additional hard copy, and one thumb drive with the worksheet completed in Excel and all other documents scanned as PDF files.

All attachments must be completed.

BID ACKNOWLEDGEMENT FOR

RFP# 07-2019 – PRODUCE

All vendors must complete the acknowledgment information below and submit with proposal for consideration:

Having carefully read the General Conditions and any other Specifications listed in this document, the undersigned hereby agrees to furnish all goods and services specified at the process and transportation costs as proposed. Failure to sign may disqualify this proposal.

By submission of this proposal, the undersigned certifies that:

- This proposal has been independently arrived at without collusion with any bidder or any other competitor;
- This proposal has not been knowingly disclosed and will not be knowingly disclosed to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;
- No attempt has been or will be made to induce another person, partnership or corporation to submit or not submit a proposal;
- The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf;
- Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. On violation or breach of this warranty, New Caney ISD shall have the right to annul this contract without liability;
- As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CQI Form can be obtained directly from the New Caney ISD website;
- The undersigned certifies that to his/her knowledge, no New Caney ISD employee has any personal or beneficial interest whatsoever in this service or property described herein;
- The undersigned acknowledges that this document, as well as any submitted documents and any negotiation, when properly accepted by the district, will be an integral part of any contract awarded as a result of this response submitted.

Contractor/Company Name: Gordon Food Service

Address: 1300 Gezon Pkwy SW, Wyoming, MI 49509

Signature of Company Official Authorizing RFP: 

Printed Name of Company Official: Brian Lewis

Official Position: Bid Department Supervisor Date: 5/17/19

District Use Only	
Please Check One:	
General Fund:	_____
Activity Fund:	_____
Club Fund:	_____

New Caney ISD Vendor Information Form

Vendor Name: Gordon Food Service

Sales Representative & Phone Number: Glenn Lutton (832) 375-6117

Address: 11303 Antoine Dr. Remit to Address: 1300 Gezon Pkwy. SW

City: Houston City: Wyoming

State: TX Zip: 77066 State: MI Zip: 49509

Phone Number: (616) 530-7000 Fax: (616) 717-7600

Email: customer_service@gfs.com
(Email address must be an address where Purchase Orders can be sent)

Website: www.gfs.com

What New Caney ISD Campus/Department has requested your services? _____

Name of New Caney ISD contact: _____

List any Purchasing Cooperatives that your company is a member of:

Each vendor must complete a W-9, CIQ and Commodity Check List (if applicable).

If vendor will be physically on a campus the vendor must complete a Certification of Criminal History Record Information Sheet. **Vendors with direct/unsupervised contact with students must complete SB9 Fingerprinting Requirements.**

If a Sole Source vendor, attach a completed Sole Source Affidavit. (Original Copy & Notarized)

For New Caney ISD Purchasing Department use only:

Requested by: _____ Date of Approval: _____
Approved by: _____ Vendor Number: _____

Request for Taxpayer
Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line. do not leave this line blank. Gordon Food Service, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 1300 Gezon Pkwy. SW	Requester's name and address (optional)
6 City, state, and ZIP code Wyoming, MI 49509	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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											
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Part II Certification

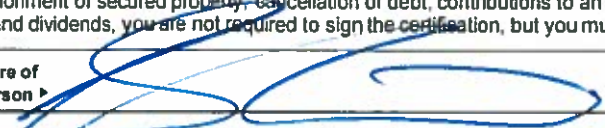
Under penalties of perjury, I certify that:

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.

Sign Here

Signature of U.S. person ▶



Date ▶ 5/17/19

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

New Caney ISD Conflict of Interest Instructions

New Caney ISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosure and the corresponding form. As of September 1, 2015, any vendor who does business with NCISD or who seeks to do business with NCISD must complete the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exist. A conflict exists in the following situations:

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

Definitions:

- **Vendor**: a person or company that enters or seeks to enter into a contract with NCISD for the sale of goods or services.
- **Business Relationship**: a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3)*.
- **Family Relationship**: a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.
- **Local Government Officer**: (A) a member of the NCISD Board of Trustees; (B) a superintendent, director, administrator, or other person designated as an executive officer; (C) an agent of NCISD who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

If no conflict of interest exist: You must fill out Box 1 and type "N/A" in Box 3 of the CIQ form, sign and date the form.

In the event of a change in circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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

FORM CIQ

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

OFFICE USE ONLY
Date Received

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

N/A

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.

N/A

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

5/17/19

Date

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Firms receiving individual awards of \$100,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your Company, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the Company named below, (check one)

certify that neither this Company nor its principals are suspended or debarred by a federal agency.

certify that either the Company or its principals filing this bid has been suspended or debarred by a federal agency.

Gordon Food Service

Name of Company



Signature of Authorized Official

Brian Lewis

Printed Name

5/17/19

Date



Certificate of Residency

The State of Texas has passed a law concerning non-resident Companies. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for NGSD to determine the residency of its bidders/proposers for construction related services. 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 Company 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 nonresidents principal place of business is located."

I certify that Gordon Food Service
(Name of Company Bidding/Proposing)

is, under Section: 2252.001 (3) and (4), a

Resident Bidder/Proposer

Non-resident Bidder/Proposer

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

Wyoming In the state of Michigan


Signature of Authorized Company Representative

Brian Lewis

Print Name

Bid Department Supervisor

Title

5/17/19

Date

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when New Caney Independent School District ("NCISD") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and [Gordon Food Service] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

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

(A) 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 NCISD expends federal funds, NCISD 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 E Initials of Authorized Representative of Vendor

(B) 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 (B) above, when NCISD expends federal funds, NCISD 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. NCISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if NCISD believes, in its sole discretion that it is in the best interest of NCISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by NCISD as of the termination date if the contract is terminated for convenience of NCISD. Any award under this procurement process is not exclusive and NCISD reserves the right to purchase goods and services from other vendors when it is in NCISD's best interest.

Does Vendor agree? YES BU Initials of Authorized Representative of Vendor

(C) 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 (C) above, when NCISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES BU Initials of Authorized Representative of Vendor

(D) 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 (D) above, when NCISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES BI Initials of Authorized Representative of Vendor

(E) 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 work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 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 (E) above, when NCISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by NCISD resulting from this procurement process.

Does Vendor agree? YES BI Initials of Authorized Representative of Vendor

(F) 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 (F) above, when federal funds are expended by NCISD, Vendor certifies that during the term of an award for all contracts by NCISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES BI Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by NCISD, Vendor certifies that during the term of an award for all contracts by NCISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES BI Initials of Authorized Representative of Vendor

(H) 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 (H) above, when federal funds are expended by NCISD, Vendor certifies that during the term of an award for all contracts by NCISD resulting from this procurement process, 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 RD Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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 (I) above, when federal funds are expended by NCISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by NCISD 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.
- (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 subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES RD Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended, NCISD 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing

this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES BD Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Vendor agree? YES BD Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When NCISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES BD Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of NCISD 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 Contract, 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), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract 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 Contract.

Does Vendor agree? YES BD Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

NCISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES BD Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES BD Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES BD Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: Gordon Food Service

Address, City, State, and Zip Code: 1300 Gezon Pkwy. SW, Wyoming, MI 49509

Phone Number: 616-530-7000

Fax Number: 616-717-7600

Printed Name and Title of Authorized Representative: Brian Lewis - Bid Department Supervisor

Email Address: brian.lewis@gfs.com

Signature of Authorized Representative: 

Date: 5/17/2019


Certification of No Boycott of Israel Form

If Contractor/Vendor is a "company", as that term is defined in Section 808.001 of the Texas Government Code, Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of this Agreement.

Form requirements:

- This certification is required by Texas Government Code § 2270.002.
- This form is required to be attached to all Purchase Orders (goods) and Contracts (services), regardless of whether Contract requires the creation of a Purchase Order.
- The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Furthermore, Texas Government Code §808.001 states that the term "company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit".

Vendor/Contractor Name or Company Name	Gordon Food Service
Street Address	1300 Gezon Pkwy SW
City	Wyoming
State	MI
Zip Code	49509
Phone Number	(616) 530-7000
Printed Name of Authorized Representative	Brian Lewis
Title of Authorized Representative	Bid Department Supervisor
Signature of Authorized Representative	
Date	5/17/19

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW

I am not required to provide the certification listed above because (select one):

- am not a "company" as defined above, pursuant to Texas Government Code §808.001.
- This is not an agreement for goods or services to be provided to the University.

Name

Signature

Date

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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 for the firm named below, certify that the information concerning notification of felony convictions has been by me and the following information furnished is true to the best of my knowledge.

Company: Gordon Food Service Company Official: Brian Lewis
(Please type or print) (Please type or print)

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

Signature of authorized agent:

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

Signature of authorized agent:



C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name or individual (s):

Details of conviction (s):

Signature of authorized agent:



NEW CANEY ISD

J.W. Kirkham
Director of Purchasing

Dear Vendor,

On January 1, 2016, House Bill 1295 took affect which requires additional documentation to be filed with the Texas Ethics Commission for any "contract" that either (1) "an action or vote by the governing body of the entity (New Caney ISD) or agency before the contract may be signed" or (2) has a value of at least \$1 million. (HB 1295 added to Government Code 2252.908)

Your company's response to New Caney ISD's Request for Proposal has been recommended and approved by the Board of Trustees and therefore requires your completion of the Form 1295 process as referred to in item (1) above.

Please assist New Caney ISD by referring to the two websites listed below for further information and directions on completing this process. Please keep the New Caney ISD Purchasing Department informed of your progress by emailing J.W. Kirkham at jkirkham@newcanevisd.org

<https://www.ethics.state.tx.us/tec/1295-Info.htm>
<https://www.ethics.state.tx.us/File/>

Note: Once you have: 1.) Completed the Form 1295, 2.) Received a Texas Ethic Commission certification number 3.) Had the form signed by an agent of the company, and 4.) The form notarized, you must send the original Form 1295 to:

**New Caney Independent School District
Purchasing Department
21580 Loop 494
New Caney, TX 77357**

In block 3 of the Form 1295, please reference the RFP number of the proposal that you responded to.

This is a time-sensitive process. Your immediate action is required.

Thank you for your continued effort in the educational process of our students.

REFERENCES

FINANCIAL STABILITY-must be demonstrated by each Bidder as well as a reliable delivery record to include a list of at least five (5) similar accounts that have utilized their products for a minimum of one year.

1. Houston ISD	713-556-6005	Betti Wiggins - Betti.Wiggins@houstonisd.org
NAME OF FIRM	TELEPHONE	REPRESENTATIVE
2. Victoria ISD	361-576-3131	Dustin Mchale - Dustin.Mchale@visd.org
NAME OF FIRM	TELEPHONE	REPRESENTATIVE
3. Channelview ISD	281-452-8002	Dina Munoz - Dina.Munoz@cvisd.org
NAME OF FIRM	TELEPHONE	REPRESENTATIVE
4. Huffman ISD	281-324-1871	Betty Stanley - BStanley@huffmanisd.net
NAME OF FIRM	TELEPHONE	REPRESENTATIVE
5. CHOICE Partners Co-Op	713-696-2122	Trisha Jensen - TJensen@hcde-texas.org
NAME OF FIRM	TELEPHONE	REPRESENTATIVE

CONTACT INFORMATION

ORDER FROM ADDRESS:

Company Name: Gordon Food Service

Contact Person: Glenn Lutton

Address: 11303 Antoine Drive

City: Houston

State: TX

Zip Code: 77066

Telephone: 832-375-6300

Fax: _____

Email: Glenn.Lutton@gfs.com

REMIT TO ADDRESS :

(if different from order address)

Company Name: Gordon Food Service

Contact Person: _____

Address: 1300 Gezon Pkwy SW

City: Wyoming

State: MI

Zip Code: 49509

Telephone: 616-530-7000

Fax: 616-717-7600

Email: customer_service@gfs.com