



Education Professionals Serving Educational Professionals

350 Pine Street, Suite 500

Beaumont, TX 77701

(409) 951-1700 Phone, (409)951-1800 Fax

April 15, 2021

REQUEST FOR SEALED PROPOSALS:

Sealed proposals will be received by Region 5 Education Service Center (hereafter called the Center) for **FOOD SERVICE SUPPLIES #21-250521**, for the period beginning August 1, 2021 to July 31, 2022 in accordance with the attached specifications, terms and conditions.

The school districts participating in this proposal are: Anahuac, Apple Springs, Bob Hope Charter/Hughen Center, Bridge City, Brookeland, Buna, Burkeville, Chester, Colmesneil, Devers, East Chambers, Etoile, Evadale, Hardin, Hardin-Jefferson, High Island, Hudson, Hull Daisetta, Jasper, Kirbyville, Kountze, Latexo, Liberty, Little Cypress-Mauriceville, Lufkin, Lumberton, Nacogdoches, Nederland, Newton, Orangefield, Pineywoods Academy, Port Arthur, Port Neches-Groves, Sabine Pass, Spurger, Vidor, Warren, Woodville, West Hardin.

SECTION 1 – General Items (ALL OR NONE/ CATERING) – firm pricing is being solicited and required on each item, thus award will be a winner takes all basis. Vendor must bid on all items in this section; Vendor must service all Districts on this section. Individual District Usage available upon request.

SECTION 2 – Specialty Items – firm pricing is being solicited, award will be on line item basis. Vendor may indicate districts to be serviced on this section. Individual District Usage available upon request.

SECTION 3 – Milk – firm pricing is being solicited, award will be on line item basis. Vendor may indicate districts to be served on this section. Individual District Usage available upon request. Drop sites may vary.

SECTION 4 – Catalog Items - To include: Ice Cream, Frozen Novelties, Plastic Bag System, – firm pricing is being solicited for price listing and description of product. Award will be deemed to vendors who submit firm price list and/or catalog and agrees to terms and conditions. Vendor may indicate districts to be serviced in this section.

Proposals are solicited for furnishing the merchandise, supplies, and services set forth in this proposal. Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder, guaranteeing authenticity. After the official opening, proposals may not be amended, altered or withdrawn.

All proposals will be received **until 9:00 a.m on Tuesday, May 25, 2021. THE PROPOSALS WILL BE OPENED AT REGION 5 ESC 350 Pine Street, Suite 500, BEAUMONT, TX 77701** Any proposal received

after that time and date will not be considered. Please submit all bids electronically on:

<https://esc5.bonfirehub.com/portal/?tab=openOpportunities>

All proposals must be submitted on the BONFIRE link provided. **PROPOSAL MUST BE SIGNED AND NOTARIZED. FAILURE TO SIGN AND/OR NOTARIZE PROPOSAL MAY BE SUFFICIENT REASON FOR REJECTION OF PROPOSAL.**

The Region 5 Education Service Center reserves the right to accept or reject in part or in whole, any proposal submitted. And to waive any technicalities, and to award proposals in the best interest of the participating entity.

Should there be questions regarding the proposal specifications, please submit them through the BONFIRE portal.

Your proposal will be appreciated.

Sincerely,

Jean Kyle
Cooperative Coordinator
Region 5 ESC
Food Service Cooperative

Cc: Food Service Cooperative Directors

Company Name: _____

Section 1

INSTRUCTIONS TO BIDDERS

Please Read Carefully

COOPERATIVE FOOD BID SPECIFICATIONS

1. Title of goods does not transfer to the participating entity until receipt of goods has been delivered and accepted. (Reference: Uniform Commercial Code)
2. Sums of money shall be indicated both by Unit Price and Case Cost. In case of discrepancy, **the Unit Price shall govern.**
3. Please Note: When quoting pricing, brands, product name, product grade, and code number, if any information requested has been left blank, item may be rejected for failure to respond to specifications.
4. The Purchasing Advisory Committee or any participating entity reserves the right to cancel the entire contract with a thirty (30) day notice in the event: (1) Any item is not delivered according to the specifications and/or bid price or, (2) Delivery is not made within the vendors specified time period.
5. It is not the law under 21.901 of the Texas Civil Statutes to award bids solely on the basis of low bids. Quality and suitability to purpose will be factors to be considered. Award of proposal shall be made to bidder whose proposal conforms to the invitation and will be advantageous to the participating entity. Deviations from bid specifications will be a factor in awarding the proposal in the best interest of each participating districts.
6. Proposals received without proper signatures or notarization will not be considered.
7. Phone proposal or Fax proposals will not be accepted. Proposal must be typed or in permanent ink.
8. All products delivered will be monitored for wholesomeness, quality, grade texture, appearance and flavor. All beef, poultry and pork products must be USDA graded as specified in current United States and Federal specifications for that product. All products containing beef must be made from domestic beef. The vendor will be notified by the Purchasing Advisory Committee if any portion of the bid does not meet specifications. The vendor will have ten (10) working days to correct the problem and the Uniform Commercial Code will be enforced for right to remedy. (Reference: Uniform Commercial Code, 1987 official text.)
9. Vendors who respond to this proposal with either a formal proposal or a notice of no proposal will remain on our mailing list. Vendors making no response at all will be removed from our automated mailing list.
10. **Vendors may submit only one alternate proposal on any one item.**

NOTICE TO PROPOSERS:

1. Please be aware that these are government commodities have been noted by two ** asterisks beside each item.
2. **To the awarded Distributor all Child Nutrition product labels or product analysis, signed and dated (including ingredient list, nutritional analysis, approved CN processing label information and end product data schedule) on all food items bid shall be submitted to <https://esc5.bonfirehub.com/portal/?tab=openOpportunities> Failure to provide these documents for each participating entity will be evaluated as non-responsive and will result in rejection of bid.**
3. **To the awarded distributor, we propose that all Region 5 Food Service Coop bid items be distributed out of one location, but if this is not possible, with the full approval of the Coop, all pricing, availability and product code number of items be the exact same according to the items and pricing on our bid. We further propose, if necessary, the awarded vendor have no more than two (2) locations involved. We (Region 5 Food Service Coop) reserve the right in the event the awarded vendor is unable to fulfill distribution out of two (2) locations to reject the second location.**
4. Outstanding credit memos and credits of any nature shall be totally cleared within thirty (30) days of this bid opening. Failure to clear any or all credits will be understood as non-responsive and will be a major factor in awarding future proposals.
5. **Awarded vendors may petition to increase/decrease bid prices from January 17, 2022 thru January 21, 2022 only. (SEE PAGE 4, TERMS AND CONDITIONS, ITEM NO. 22) Vendor will be notified of approval or rejection of Request for Price Increase/Decrease by January 25, 2022. Any increases without prior approval of the Region 5 Coop will deem the contract null and void. See Form A page 13.**

Company Name: _____

INSTRUCTIONS TO BIDDERS (continued)

6. Vendors are to receive orders from each district and invoice each district directly.
7. Vendors who short food products are to contact food service director before alternate is shipped.
8. **ALL material safety data sheets (M.S.D.S.) shall be submitted to participating districts and Region 5 at time of bid opening.**
9. If minimum order per drop is required, please state amount \$ _____.
10. All successful vendors are to submit a copy of the year to date usage report and should be mailed to each participating districts by **March 28, 2022** and a copy to Jean Kyle, Director of Purchasing. Failure to submit report by this date will be understood as non-responsive.
11. All successful vendors must be Y2K Compliant.

Section 2
TERMS AND CONDITIONS OF INVITATION FOR SEALED PROPOSALS
Please Read Carefully

The Purchasing Advisory Committee, and participating entities are requesting proposals on merchandise, supplies, and/or equipment set forth in the proposal, that vendors certify that:

1. All delivery charges - freight, inside delivery, installation, are included in proposal prices. Delivery will be F.O.B. Destination.
2. A packing list or other suitable shipping documents shall accompany each shipment and show (a) name and address of vendor, (b) name and address of receiving Food Service department, (c) district purchase order number and (d) description of material shipped including item numbers, quantity, number of containers and packing number.
3. Samples may be requested for testing by the Purchasing Advisory Committee. Samples that fail testing shall be sufficient reason to reject a proposal or proposal item.
4. Continuing non-performance of the proposer in terms of specifications shall be basis for the termination of the contract proposal. Cancellation by the Purchasing Advisory Committee or any participating entity may be made upon thirty (30) calendar days written notice to the successful vendor. The participating entity shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity (30) calendar days) before termination, to correct the deficiencies.
5. All prices must be guaranteed for proposal period.
6. The proposal award shall be based on but not necessarily limited to the following factors: (a) 50% pricing, (b) 25% quality of goods, (c) 10% easy availability of CN/Nutrition info, (d) 5% delivery date, (e) 2% results of testing samples, (f) 2% special needs of each participating entity, (g) 2% vendor's past performance record, (h) 2% meeting terms and conditions, (i) 1% technical assistance present and past, (j) 1% vendor's follow up of problem once notified,

Company Name: _____

TERMS AND CONDITIONS (continued)

Specifications as written meet all participating entity's admissible specified requirements. Specifications received from vendors that are different from the original requirements must meet or exceed original proposal specifications to be considered as equivalent. The Purchasing Advisory Committee will award all proposals and will determine which proposals meet the required specifications.

7. Invoices shall be sent directly to each entity. Payments are processed after each business office has been notified that the items have been received in good condition and shipments are complete. Invoices must detail the items delivered and must reference the entity's purchase order number for speed in processing.
8. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency.
9. Brands of equal quality or type are acceptable. The Purchasing Advisory Committee and each participating entity reserves the right to make final decisions as comparable items. Be very certain that items upon which you bid and deliver are equal to items listed. Materials which are not equal shall be returned to the vendor transportation charges collect.
10. It is understood and agreed that each participating entity in the Cooperative Purchasing group reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified and subsequent there to. Each participating entity will purchase supplies and materials during the year on an "as needed basis". Quantities shown are estimates only, based on prior year usage.
11. Brand manufacturer names are used to establish quality and characteristics of merchandise required, and not to exclude other products of equal quality and characteristics.
12. All contracts, agreements, and lease purchases between merchants and each participating entity shall strictly adhere to the statutes as set forth in the Texas School Law Bulletin 679, Financial Accounting Manual of the Texas Education Agency.
13. The Purchasing Advisory Committee and each participating entity will award "proposal deemed in the best interest of the Cooperative.
14. Those submitting proposals are invited to be present at the opening of this proposal on the date and hour specified.
15. All contracts and agreements between merchants and the Purchasing Advisory Committee and participating entities shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, 1987 official text.
16. If vendors would care to have a copy of the Uniform Commercial Code, a fee of Five (\$5.00) dollars would be required in advance. The code may be reviewed free of charge from any public library.
17. **VENDOR NOTICE:**
Some entities may require special handling of the merchandise they will purchase throughout the year.
18. **VENDOR NOTICE:**
In accordance with Texas Civil Statutes, article 601g (b) (1), which requires the publication of a list of states which have laws or regulations regarding the award of contracts for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to non-resident proposers, together with a citation to and summary of the most recent law or regulation of each state relating to the evaluation of proposals from award of contracts to non-resident proposers.

Company Name: _____

TERMS AND CONDITIONS (continued)

19. VENDOR NOTICE:
The EDUCATION SERVICE CENTER - REGION 5 BOARD OF TRUSTEES reserves the right to make the final decision regarding the purchases that the Regional Purchasing Committee awards.
20. VENDOR NOTICE:
If vendors would care to have a copy of the proposal summary, a fee of Ten (\$10.00) dollars would be required in advance.
21. VENDOR NOTICE:
Vendor may indicate that proposal, districts to be serviced, if responding to Sections 2, 3, 4 or 5 only. Please indicate below, the districts you choose to serve:
Section _____ Districts: _____
22. VENDOR NOTICE:
Increases/Decreases will be considered on a line item basis. These should be submitted on PAGE 12 FORM A REQUEST FOR BID PRICE INCREASE/DECREASE from January 21, 2020 - January 24, 2020 (ONLY). Any forms submitted after January 24, 2020 will not be considered. Price increases should not exceed 10% of the original award price. Price increase must be accompanied by written documentation of a third part marketing bulletin. Vendor is expected to pass market decreases on the Coop. The Coop may petition for price decrease based on third party market reports.
- Vendors will be notified in writing within 10 working days of receipt of request the recommendation of the Purchasing Advisory Committee as to whether or not price increase will be allowed.**
23. VENDOR NOTICE:
PENALTIES FOR NON-PERFORMANCE IN INDIVIDUAL CIRCUMSTANCES: If at any time the vendor fails to fulfill or abide by the terms and conditions, or specifications of the contract, the participating district reserves the right to purchase on the open market and charge the bidder the difference and actual price.
24. VENDOR NOTICE:
This contract may be renewed for up to 3 years if the vendor and the Purchasing Advisory Committee mutually agree.
25. VENDOR NOTICE:
Prior to proposal award if deemed necessary by the Purchasing Advisory Committee, the vendors will be consulted on proposal status.
26. VENDOR NOTICE:
Trans fat information must be made available on all food products.
27. VENDOR NOTICE:
Please indicate other services available to coop if awarded. i.e. online ordering, web support, online CN label product documentation, etc. _____
28. VENDOR NOTICE:
In the event of a "Material Change" the Food Service Coop will rebid the contract if/when a change in purchasing products and/or services is inconsistent with the underlying solicitation on which the contract was based.
29. Estimated value of this contract is approximately \$15,000,000.00.
30. Region 5 ESC Food Service Coop is an Equal Opportunity Organization.

Company Name: _____

REGION 5 EDUCATION SERVICE CENTER
FOOD SERVICE COOPERATIVE
NOTICE TO BIDDERS
FELONY CONVICTION NOTICE

State of Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, 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 felon. 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.”

Please check off one box and sign the form in the appropriate space(s)

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

VENDOR'S NAME _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED) _____

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

Signature of Company Official _____

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

Signature of Company Official _____

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

Name of Felon(s) _____

Detail of Convictions(s) _____

Signature of Company Official _____

Company Name: _____

GENERAL PROVISIONS

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or Institution. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Institution as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Does the vendor agree with the above statements? _____ YES _____ NO *(Initial of Authorized Representative of Vendor)*

Company Name: _____

DEBARMENT

It is understood and agreed that the participating entities reserve the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this quotation offer as so modified, and subsequent there to.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this proposal in collusion with any terms or conditions of said proposal have not been communicated by the undersigned or by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned affirms and certifies that neither this company nor any of the principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency.

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

SIGNATURE: _____

TITLE: _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS: _____ DAY OF _____ 20 _____

NOTARY PUBLIC IN AND FOR THE STATE OF: _____

SIGNATURE OF NOTARY: _____

EXPIRATION DATE OF NOTARY PUBLIC: _____

VENDOR CONTACT NAME: _____

VENDOR CONTACT EMAIL: _____

PHONE # : _____

FAX# : _____

SEAL

NOTARY PUBLIC IN AND FOR THE

STATE OF _____

My Commission Expires: _____

Company Name: _____

Date: _____

Attn: Jean Kyle, Purchasing Coordinator Region 5
Education Service Center
350 Pine St., Suite 500
Beaumont, TX 77701

NO BID

Bid Name: **Food Service Supplies #19-190528**

Opening Date: **May 25, 2021 @ 9:00 AM**

_____ We regret that we are unable to submit a firm bid at this time. Please **RETAIN** us on your mailing list for future bid applications.

_____ We regret that we are unable to submit a firm bid at this time. Please **REMOVE** us from your mailing list for future bid applications.

Company Name: _____

Address: _____

City State Zip: _____

Telephone & Fax Numbers: _____

Company Website: _____

Bid Contact Name: _____

Bid Contact Email: _____

Signature: _____

Company Name: _____

Section 3

STANDARD PURCHASE TERMS AND CONDITIONS

SELLER AND BUYER AGREE AS FOLLOWS:

1. **SELLER TO PACKAGE GOODS**
Seller will package goods in acceptance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:
(a) Seller's name and address, (b) Consignee's name, and purchase order or purchase release number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation cost and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:**
Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:**
The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:**
Free on Board (F.O.B.) Destination Freight Prepaid unless delivery terms are specified otherwise in proposal. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposal or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:**
Every tender or delivery of goods must fully comply with all provisions of this contract as to the time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:**
The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in Clause 20. "Modifications," hereof. The terms of this agreement are "NO ARRIVAL, NO SALE."
7. **INVOICES AND PAYMENTS:**
Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number is applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable should be attached to the invoice. Mail to accounts payable. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department or Purchasing Department advised of any changes in your remittance addresses. Buyers obligation is payable only and solely from the funds available for the purpose of this 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 the Seller by the Buyer. Do not include Federal Excise, State or City Sales tax. Entity shall furnish exemption certificate.
8. **GRATUITIES:**
The buyer may by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the district with a view toward securing a contract or securing favorable treatment with respect to awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

Company Name: _____

STANDARDS TERMS AND CONDITIONS (continued)

9. **SPECIAL TOOLS AND TEST EQUIPMENT:**
If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer, and to the extent feasible shall be identified by the seller as such.
10. **WARRANTY - PRICE:**
a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty; the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage or contingent fee.
11. **WARRANTY- PRODUCT:**
Seller shall not limit or exclude any implied warranties and attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the proposal invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between specifications, drawings, and descriptions, the specification shall govern.
12. **SAFETY WARRANTY:**
Seller warrants that the product sold to buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time (15 working days) correction made by the Buyer will be at the Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:**
As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within fourteen (14) days after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable or the infringement or the like, Seller will save buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION:**
Buyer shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION:**
Buyers shall have the right to cancel or default all or any part of the undelivered portion of this order if the Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

Company Name: _____

STANDARDS TERMS AND CONDITIONS (continued)

16. **TERMINATION FOR CAUSE AND FOR CONVENIENCE**
The performance of work under this order may be terminated in whole or in part by either party in accordance with this provision. Termination of work hereunder shall be effected by the delivery of a "Notice of Termination" signed agreement specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15 herein.
17. **FORCE MAJEURE:**
If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part in carrying out its obligation under this agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time (14 days) after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement to strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable in the judgment of the party having the difficulty.
18. **ASSIGNMENT - DELEGATION:**
No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER:**
No claim or right arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **MODIFICATIONS:**
This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
21. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between parties of no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the code is to control.
22. **APPLICABLE LAW:**
This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used; it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
23. **ADVERTISING:**
Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

Company Name: _____

STANDARDS TERMS AND CONDITIONS (continued)

- 24. **RIGHT TO ASSURANCE:**
Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

- 25. **VENUE:**
Both parties agree that venue for any litigation arising from this contract shall lie in Beaumont, Texas, Jefferson, County, Texas.

- 26. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:**
No officer or district employee shall have a financial interest, direct or indirect, in any contract with the district or districts, or shall be financially interested, directly or indirectly, in the sale to the district or districts of any land, materials, supplies or services, except on behalf of the district or districts as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the district or districts shall render the contract null and void.

- 27. Any vendor imposing a fee, charge or penalty for late payment must also offer a discount, to any and all agencies covered by this contract, at the same rate as the fee, charge or penalty, for payments made within 10 days of receipt of a valid vendor statement.

- 28. Vendor must provide trans-fat information on all products bid.

Company Name: _____

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS &
BOYCOTTING ISRAEL**

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

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

**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 ESC Region 5 for any contract resulting from this procurement process.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 ESC Region 5, ESC Region 5 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) 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 federal funds are expended by ESC Region 5, ESC Region 5 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

Company Name: _____

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. ESC Region 5 also reserve the right to terminate the contract immediately, with written notice to vendor, for convenience, if ESC Region 5 believes, in its sole discretion that it is in the best interest of ESC Region 5 to do so. The vendor will be compensated for work performed and accepted and goods accepted by ESC Region 5 as of the termination date if the contract is terminated for convenience of ESC Region 5. Any award under this procurement process is not exclusive and ESC Region 5 reserves the right to purchase goods and services from other vendors when it is in the best interest of ESC Region 5.

Does vendor agree? YES _____ 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 federal funds are expended by ESC Region 5 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

(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,

Company Name: _____

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 federal funds are expended by ESC Region 5, during the term of an award for all contracts and subgrants 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

(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 federal funds are expended by ESC Region 5, the vendor certifies that during the term of an award for all contracts by ESC Region 5 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

(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 ESC Region 5, the vendor certifies that during the term of an award for all contracts by ESC Region 5 resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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

Company Name: _____

(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 ESC Region 5, the vendor certifies that during the term of an award for all contracts by ESC Region 5 resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ 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 ESC Region 5, the vendor certifies that during the term of an award for all contracts by ESC Region 5 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 or by the State of Texas. Vendor shall immediately provide written notice to ESC Region 5 if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. ESC Region 5 may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless ESC Region 5 knows the certification is erroneous.

Does vendor agree? YES _____ 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.

Company Name: _____

Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 5, the vendor certifies that during the term and after the awarded term of an award for all contracts by ESC Region 5 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 by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, 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 transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. 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.

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

(J) Procurement of Recovered Materials – When federal funds are expended by ESC Region 5, ESC Region 5s and their 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 ESC Region 5, 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

Company Name: _____

or other contractual requirements.

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

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by ESC Region 5, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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

When federal funds are expended by ESC Region 5 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 certifies that vendor 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 _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS,
COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by ESC Region 5 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

Company Name: _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by ESC Region 5 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 _____

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies under penalty of perjury that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

- Schools participating in NSLP are required to use CNP funds to buy domestic products for meals served in the programs.
- Domestic means produced/processed in US.
- 51% of the final product must be grown domestically.
- Vendor: Before making an exception for non-domestic foods please provide documentation to show 1.) The cost of the domestic food is significantly higher in price than the non-domestic food. 2.) A domestic alternative food was considered. 3.) A non-domestic food is used because the domestic food is not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.

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.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Company Name: _____



Email Address: _____

Signature of Authorized Representative: _____

Date: _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS: DAY OF 20 _____

NOTARY PUBLIC IN AND FOR THE STATE OF: _____

SIGNATURE OF NOTARY: _____

EXPIRATION DATE OF NOTARY PUBLIC: _____

VENDOR CONTACT NAME: _____

VENDOR CONTACT EMAIL: _____

PHONE # : _____

FAX# : _____

SEAL _____

NOTARY PUBLIC IN AND FOR THE
STATE OF _____

My Commission Expires: _____

Company Name: _____

FORM A

REQUEST FOR PRICE INCREASE/DECREASE

DATE: _____

VENDOR: _____

CATEGORY: _____

BID ITEM NO./DESCRIPTION: _____

VENDOR CODE NO.: _____

CURRENT BID PRICE \$ _____

REQUESTED BID PRICE \$ _____

PERCENT OF INCREASE/DECREASE: _____ %

**PLEASE MAKE COPIES OF THIS FORM TO SUBMIT ALL PRICE INCREASES/
DECREASES DURING THE WEEK OF JANUARY 17, 2022 thru JANUARY 21, 2022**

SUBMIT FORMS TO: Jean Kyle, Director of Purchasing
Region 5 Education Service Center
350 Pine Street, Suite 500
Beaumont, Texas 77701

SPECIAL NOTE: Price increases/decreases **MUST** be accompanied by a
third party market bulletin.

Market Research from the following publications is recommended:

- * Food Institute Report
- * Urner Barry's HRI-Buyers Guide
- * Urner Barry Price Current
- * Urner Barry National Provisioner Yellow Sheet
- * Vance Publishing Pronet Reports

Company Name: _____

Section 4
SPECIFIC INSTRUCTIONS TO BIDDERS BIDDING
Please Read Carefully

FOOD SERVICE CATALOG BID

Approximate total dollar figure for ice cream, plastic bagging system to be purchased by districts in the Food Service Cooperative based on prior usage is an approximate total of \$100,000.00.

GENERAL CONDITIONS:

Bidders are required to complete the TERMS AND CONDITIONS, SIGN AND NOTARIZE BID as instructed in the INVITATION LETTER AND SUBMIT ENTIRE PROPOSAL PACKAGE. IF SUBMITTING PROPOSAL FOR THIS SECTION ONLY, PLEASE CHECK "NO" AT THE TOP OF THE COVER PAGE OF THE OTHER SECTIONS AND SIGN BEFORE MAILING.

PRICE LIST/CATALOG REQUIREMENTS

Bidder must submit price list or catalog with description of items for use in product selection attached with TERMS AND CONDITIONS WITH SIGNATURE AND NOTARIZATION IN A SEALED ENVELOPE MARKED AND ADDRESSED as indicated in INVITATION LETTER. (See page 1 for specific instructions)

Upon receipt of award letter, bidder must provide free of charge (2) price lists or bound catalogs to school districts. Prices are to be firm from August 1, 2021 thru July 31, 2022. (See instructions regarding price/increases or decreases).

DESCRIPTION OF ITEMS

Bidders are required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified. Bidders are required to submit pricing with equipment and without equipment (Such as coolers for ice cream and vending machines for snacks). Bidders will contact each individual district on a "needed basis regarding equipment".

NO GUARANTEE ANNUAL VOLUME

This is an "open catalog" bid for purchases as funds become available; however, there is no commitment to purchase any number of products.

DATED PURCHASE ORDERS

Bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen days following the date of expiration.

PRICE DECREASES

In the event of a price decrease during the full term of the contract, such decrease must be allowed by the participating school districts.

THESE INSTRUCTIONS APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF PROPOSAL

Having carefully examined the Invitation Letter, Conditions, and these specific instructions, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance as noted in this document.

SIGNATURE: _____

TYPED NAME: _____

DATE: _____

Company Name: _____

**VALUE PASS THROUGH
RECIPIENT AGENCY AND DISTRIBUTOR
AGREEMENT**

This agreement is for the **2019-2020 school year**, between Recipient Agency (Region 5 Education Service Center Food Service Coop) and Distributor (_____).

Both parties signing below acknowledge our mutual responsibilities.

The following responsibilities are required for this Value Pass Through agreement.

- a) Distributor will note the value of the commodity on each invoice. If Distributor is unable to provide more than one line on their invoice, they will provide a summary report of pricing noting the gross price and the value of the commodity.
- b) Distributor agrees to provide Recipient Agency's designated Processor with a usage report on a weekly basis.
- c) Distributor will provide Recipient Agency with a summary of how they will handle sales verification and usage reports.
- d) Distributor will have the computer ability to meet the reporting requirements of the State Agency and any audit requirements involving tracking of the pass through value on the commodity.
- e) Distributor agrees to provide the product(s) specified in the bid and not substitute other brands or items held in inventory. No substitution of brand or item code is allowed.
- f) Distributor agrees to slot all products requested for processing.
- g) Distributor will provide deliveries according to the following schedule:
- h) Program will take effect _____ (enter date MMDDYY)
- i) Information provided to Recipient Agency will be treated as proprietary and confidential.
- j) Recipient Agency or Distributor may terminate this agreement upon 60 days written notification of the other party.

Distributor Name: _____

Recipient Agency Name: _____

Distributor Contact: _____

Recipient Agency Contact: _____

Phone: _____

Phone: _____

Email Address: _____

Email Address: _____

Distributor Address: _____

Recipient Agency Address: _____

City/State/Zip: _____

City/State/Zip: _____ RA

Number: _____

Company Name: _____

**FEE FOR SERVICE
RECIPIENT AGENCY AND DISTRIBUTOR
AGREEMENT**

This agreement is for the **2021-2022 school year**, between Recipient Agency (Region 5 Education Service Center Food Service Coop) and Distributor (_____). Both parties signing below acknowledge our mutual responsibilities.

The following responsibilities are required for this Fee for Service through distributor agreement.

Distributor will invoice Recipient Agency for: (check one) Handling/Storage Fee Only
Fee for Service and Handling/Storage Fees

- a) Distributor will add an endorsement to their property insurance to cover any damage to commodity product while in their care.
- b) Distributor will provide a written fee schedule for any additional storage costs the Recipient Agency may incur after _____ days.
- c) Distributor will provide deliveries according to the following schedule:
- d) Program will take effect _____ (enter date MMDDYY)
- e) Information provided to Recipient Agency will be treated as proprietary and confidential.
- f) Recipient Agency or Distributor may terminate this agreement upon 60 days written notification of the other party. Disposition of remaining inventory covered in this Agreement will be in accordance with terms and conditions of the Processing Agreement.

If the Distributor is invoicing Recipient Agency the Fee for Service, then:

- a) Distributor will provide two line items on their invoice—one for the fee for service amount and the other for the handling/storage fee. If they only provide one line item, Distributor will break out fee for service and handling/storage fees as required by FD-025 (March 29, 2004) providing the information to the RA.
- b) Distributor will provide a usage report to the Processor with products and cases delivered to the RA on a weekly basis.

Distributor Name: _____ Recipient Agency Name: _____

Distributor Contact: _____ Recipient Agency Contact: _____

Phone: _____ Phone: _____

Email Address: _____ Email Address: _____

Distributor Address: _____ Recipient Agency Address: _____

City/State/Zip: _____ City/State/Zip: _____

RA Number: _____

Company Name: _____

**Region 5 ESC Food Service Coop
 Fixed Fee Schedule**

ALL OR NONE SECTION ONLY APPLY TO THIS PAGE

SCHEDULE	FIXED FEE	SCHEDULE	FIXED FEE
\$0.00 - 1.00		\$50.01-52.00	
1.01 - 3.00		52.01-54.00	
3.01 - 6.00		54.01-56.00	
6.01 - 8.00		56.01-58.00	
8.01 -10.00		58.01-60.00	
10.01-12.00		60.01-62.00	
12.01-14.00		62.01-64.00	
14.01-16.00		64.01-66.00	
16.01-18.00		66.01-68.00	
18.01-20.00		68.01-70.00	
20.01-22.00		70.01-72.00	
22.01-24.00		72.01-74.00	
24.01-26.00		74.01-76.00	
26.01-28.00		76.01-78.00	
28.01-30.00		78.01-80.00	
30.01-32.00		80.01-82.00	
32.01-34.00		82.01-84.00	
34.01-36.00		84.01-86.00	
36.01-38.00		86.01-88.00	
38.01-40.00		88.01-90.00	
40.01-42.00		90.01-92.00	
42.01-44.00		92.01-94.00	
44.01-46.00		94.01-96.00	
46.01-48.00		96.01-98.00	
48.01-50.00		98.01-100.00	

NOTE: All items used will be placed in their fixed fee categories according to true delivery cost as of first District delivery on or about August 2021. Each item will remain within same fixed fee until contract ends on July 2022 unless the pack size changes.

 Name of Company

 Company Official & Title (Print)

 Address

 Signature, Company Official

 City, State, Zip

 Date

 Telephone

 Fax #

Company Name: _____

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, 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 sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Company Name: _____

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

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

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

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

Company Name: _____

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, with whom the officer has an employment or other business relationship as described by Section 176.003(a)(2)(A), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship with the vendor in item 3 as described by Section 176.003(a)(2)(A), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Company Name: _____

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

Company Name: _____

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORMCIS
(Instructions for completing and filing this form are provided on the next page.)		
This questionnaire reflects changes made to the law by H.B 23, 84 th Leg., Regular Session This is the notice to appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.	OFFICE USE ONLY	
1 Name of Local Government Officer	Date Received	
2 Office Held		
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
4 Description of the nature and extent of employment or other business relationship with vendor named in item 3		
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)		
6 AFFIDAVIT	I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.	
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.		
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Must File Online at www.ethics.state.tx.us/File

Chapter 46. Disclosure of Interested Parties
(effective December 24, 2015)
Text of Adopted Rule

The adopted new language is indicated by underlined text.

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) “Contract” includes an amended, extended, or renewed contract.

(b) “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. The term does not include a governmental entity or state agency.

(c) “Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, 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.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested party;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

REGION 5 EDUCATION SERVICE CENTER
FOOD SERVICE COOPERATIVE
SENATE BILL 252 COMPLIANCE

In compliance with Texas Senate Bill 252, which amended Chapter 2252 of the Texas Government Code, I certify that my company is not engaged in business with Iran, Sudan, or any foreign terrorist organization. I also certify that for the length of this contract with Region 5 Education Service Center, I will not engage in any business with Iran, Sudan, or any foreign terrorist organization.

Date

Name of Company

Signature of Company Representative

The above will be verified by Region 5 Education Service Center at the website of the Texas Comptroller's Office. If your company is listed at this website, your bid/bids will be rejected and all paperwork and/or monies will be returned.

Company Name: _____

REGION 5 EDUCATION SERVICE CENTER
FOOD SERVICE COOPERATIVE
HOUSE BILL 89 VERIFICATION

I, _____ (person name), the undersigned
representative of (company or business name) _____
_____ (hereafter referred to as company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby despose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above named Company, business or individual with Region 5 Education Service Center.

Persuant to Section 2270.001, Texas Government Code:

1. *“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; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

SWORN AND SUBSCRIBED TO BEFORE ME THIS: _____ DAY OF _____ 20 _____

NOTARY PUBLIC IN AND FOR THE STATE OF: _____

SIGNATURE OF NOTARY: _____

COMMISSION EXPIRES: _____

SEAL