



**REQUEST FOR SEALED PROPOSAL
FOR
RFP-20-002-FOOD SERVICE-CATERING
FOR 2024-2025 SCHOOL YEAR**

IMPORTANT DATES

RFP Release DateApril 19, 2024
Deadline for Questions (12:00 PM CST).....April 26, 2024
Proposals Due (3:00 PM CST).....May 3, 2024
Proposal Opening (3:00 PM CST).....May 6, 2024
Contact PersonDr. Salvador Cavazos

Promesa Public Schools, Inc.
5800 E. MLK Blvd., Austin, TX 78721
(512) 986-0891
scavazos@eaprep.org

Promesa Public Schools, Inc.
Food Service-Catering Meal Services for School Breakfast/Lunch Program

REQUEST FOR SEALED PROPOSALS
FOR
RFP-20-002-Food Service-Catering
May 3, 2024

LEGAL NOTICE

Notice is hereby given that Promesa Public Schools, Inc. ("School"), an open-enrollment charter holder and school, intends to examine methods to provide meals to students for its campuses. No offer of intent to enter into a contract with any party for vended food service should be construed from this legal notice. The School will enter into a contract for services only if, in the sole opinion of the School, it is in the School's best interest to do so.

All costs involved in submitting proposals to the School or alternatives to any current food service program shall be borne in full by the interested party and should be included in a total price for each meal. **The due date for all proposals is Friday, May 3, 2024 at 3:00PM CST**. A copy of this **Request for Sealed Proposal** can be obtained by contacting:

Dr. Salvador Cavazos, Superintendent
scavazos@eaprep.org
Promesa Public Schools, Inc.
5800 E. MLK Blvd.
Austin, Texas 78721
512-986-0891

**PROPOSALS RECEIVED LATER THAN THE DATE AND TIME
DESIGNATED ABOVE WILL NOT BE CONSIDERED.**

The School reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the School. The School further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that the School determines not to be in the best interest of the School.

Importantly, interested service providers must consider maintaining flexibility to provide meals at schools to which food services would not otherwise be provided in light of any issued state of disaster declaration.

Food Service-Catering

PROPOSALS DUE/PROPOSAL OPENING: on or before May 6, 2024 at 3:00p.m.

INSTRUCTIONS TO VENDORS

1. At any time prior to the specified time and date set for proposal opening as set forth above, a vendor (**Note:** or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Sealed proposals are to arrive no later than **3:00PM CST on May 3, 2024** and shall be addressed to:

RFP-20-002- Food Service-Catering
Dr. Salvador Cavazos
Promesa Public Schools, Inc.
5800 E. MLK Blvd.
Austin, Texas 78721

Please submit one original, two (2) hard copies and an electronic copy of the proposal.

5. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
6. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
7. Periods of time, stated as number of days, are calendar days.
8. It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
9. Awards, if any, shall be made with reasonable promptness to the vendor(s) whose proposal(s) best conforms to the invitation and will be the most advantageous to the School. The award(s) may be made on the basis of factors other than the lowest price proposal.

10. Notwithstanding any other provision of this Request for Sealed Proposal (including all attached documents), the School expressly reserves the right to:
 - a. Waive any insignificant defect or informality in any proposal procedure.
 - b. Reject any or all proposals.
 - c. Reissue a **Request for Sealed Proposal**.
11. A proposal, in response to a **Request for Sealed Proposal**, is an offer to contract with School based upon the terms, conditions, and specifications of this proposal.
12. Each vendor shall guarantee to the School that the proposal submitted and the price offered by the vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
13. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST **PROMESA PUBLIC SCHOOLS, INC.** ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

Standard Terms and Conditions:

1. **BID/PROPOSAL SUBMISSION:** Bids/Proposals must be submitted utilizing this document only and must reach Dr. Salvador Cavazos on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding. Written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
3. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of proposals. No bid may be withdrawn during the period of firm offering.
4. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
5. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other School officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Contractor or between the School and the Contractor's employees. The School shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for School employees, nor be covered by the School's Workers' Compensation Program.
8. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless Promesa Public Schools, Inc. its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
9. **GRATUITIES:** The School may, by written notice to the Contractor, cancel this contract without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
10. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the School. Any attempted assignment

or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in 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.
12. **MODIFICATIONS:** This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
13. **INTERPRETATION OF EVIDENCE:** This contract 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 contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract 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 contract, the definition contained in the Code is to control.
14. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever 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 contract. The School's Board Policies will be made available upon request.
15. **ADVERTISING:** Contractor shall not advertise or publish, without the prior consent of the School, the fact that the School 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.
16. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Travis County, Texas.
17. **SPECIAL TOOLS & 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 Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the School and to the extent feasible shall be identified by the Contractor as such.
18. **WARRANTY-PRICE:** The price to be paid by the School shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the School may cancel this contract without liability to the School for breach at Contractor's actual expense. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the School shall have the right in addition to any other right or rights 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.
19. **WARRANTY-PRODUCT:** Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the School. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the

sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.

20. **WARRANTY-SAFETY:** Contractor warrants that the product sold to the school shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the School may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the School will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the School. If any product called for by name in this specification should contain any asbestos material, the contractor must notify Dr. Salvador Cavazos for the name of a suitable substitute asbestos-free product.
21. **WARRANTY-INFRINGEMENT:** As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The School makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the School be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he/she will notify the School to this effect in writing within two weeks after the signing of this contract. If the School does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the School harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the School will pay the Contractor the reasonable cost of his search as to infringements).
22. **RIGHT OF INSPECTION:** The School shall have the right to inspect the goods before accepting them.
23. **FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.
24. **RIGHT TO ADDITIONAL COMPETITION:** The School occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the School.
25. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the School, for convenience.

Specific Terms and Conditions:

- I. Qualifications of Vendor: Each vendor must submit for consideration such records of work and further evidence as may be required by the School regarding experience, financial standing, and assurance that they have, or promptly will provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal or termination of the contract if after award is made. The qualification data shall be submitted by each vendor along with the sealed proposal and shall include the information and format as follows:
 - A. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in good standing with the State of Texas.
 - B. The vendor interested in submitting a proposal and providing services to the School under contract should be familiar with the State and federal laws and regulations pertaining to operations in a public school setting and vended meal services under the federal lunch program, breakfast program, and milk program. Vendor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders.
 - C. The vendor must be familiar with and comply with all State, county, and city health and sanitation requirements.
 - D. The vendor should be presently operating a comparable, successful school lunch and breakfast program in a public school setting.

- II. USDA Donated Foods.
 - A. The parties understand that the USDA Donated Foods (Commodities) requires the Contract to contain provisions that:
 1. Reaffirm the School option to receive USDA donated foods and make them available to the vendor including processed donated foods only if those donated foods accrue to the benefit of the School nonprofit school food service and are utilized within;
 2. Prohibit the vendor from entering into subcontracts for further processing of USDA donated foods on behalf of the School;
 3. Prohibit use of USDA donated foods for special functions conducted outside the nonprofit school food service;
 4. Address ordering procedures, proper utilization, storage practices and inventory control;
 5. Specify the method and frequency by which the School will be given full value of USDA donated foods. In fixed-price contracts, in order to document the commodity value-pass-through, the contract should specify that the credits or reductions will be indicated on the invoices to the School;

6. Specify that the vendor accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods;
7. Require that the vendor maintain accurate and complete records with respect to receipt, use/disposition, storage, and inventory of USDA donated foods;
8. Retain the right to assert claims against other persons to whom USDA donated foods are delivered for care, handling, or distribution and to take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA donated foods.

III. General Provisions.

- A. Representatives from the School reserve the right to inspect the vendor's facilities at any time during the contract and other food service operations under its management during the procurement process or after award of the contract.
- B. Extent of Food Services Required: The purpose of this RFP is to seek qualified vended meals and labor service companies to provide vended meals and labor services for the Promesa Public Schools Inc. In providing a response to this RFP, the Contractor affirmatively represents that its facilities are adequate to prepare and deliver specified meals to the campuses located at 5800E. MLK BLVD. Austin, TX 78721, 1944 East Alton Gloor Blvd. Brownsville, TX 78726 and 3102 Baldwin Blvd. Corpus Christi, TX 78405 and is willing to provide such services to the School on a firm fixed price.
 - School Breakfast Program (SBP)
 - National School Lunch Program (NSLP)
 - a la carte food service
 - Smart Snacks

Contract responsibilities will be as follows:

1. The contractor shall provide all necessary materials and equipment.
2. The contractor agrees to prepare specified meals for delivery to the site specified in section 3 below per the agreed menu planning option specified in section 7 below. The school will order meals based on menus to be developed by the Contractor and the School on a weekly and/or monthly basis and will include totals for each site and each type of meal to be delivered.
3. Service Site: For the purpose of this Agreement, the Contractor shall make and deliver meals that comply with NSLP and this agreement to the food service site at the following locations:

Promesa Public Schools Inc. Campuses:	Address:	Grade / Students
Promesa Public Schools Inc. Austin (elementary)	5800E. MLK Blvd. Austin, TX	Pre K - 6th / 175
Promesa Public Schools Inc. Austin (secondary)	5800E. MLK Blvd. Austin, TX	7th – 12th / 325
Promesa Public Schools Inc. Brownsville	1944 East Alton Gloor Blvd. Brownsville, TX 78726	Pre K – 8th / 225
Promesa Public Schools Inc. Corpus Christi	3102 Baldwin Blvd. Corpus Christi, TX 78405	Pre K – 11th / 375

4. Delivery requirements:

- a. Food for breakfast shall be delivered to each Promesa Public Schools Inc. campus in individually packaged service containers. Meal Counts are provided a day in advance; the School reserves the right to increase the meal count as needed with a two-hour notice. Alternatively, for lunch, food may be delivered to Promesa Public Schools Inc. in bulk heated, ready for service unless otherwise noted. Food shall be packaged so there will be a minimum of spills in the individual carriers. The Contractor will take any necessary measures including but not limited to, reducing fill level, and/or covering items with appropriate protections to prevent spoilage. Carriers will be provided in a size sufficient to contain all food delivered to the site.
- b. If applicable, following the cooking of foods, it may be held as a heated food pending service. The desired minimum temperature for holding food is 140 degrees Fahrenheit.
- c. Vehicles used in delivery of meals shall be equipped with adequate facilities for maintaining food at safe temperatures. Both equipment and vehicle must be clean and meet the standards and regulations of the Texas Department of Health and Human Resources. The Contractor must have and maintain relevant state and local certification for any facility outside the school where meals will be prepared throughout the duration of the contract.
- d. Cold food shall be packaged and delivered at 41 degrees Fahrenheit or lower.
- e. Frozen food shall be kept at 32 degrees Fahrenheit or below during packing, transportation and storage.
- f. Natural food shall be at room temperature and packed in necessary containers to prevent spoilage, spillage or damage to food.
- g. Complete meals (including fresh produce) must be delivered to Promesa Public Schools Inc. by 7:45 a.m. for breakfast and 10:30 a.m. for lunch (except on Field Trip Days where Sack Lunches have been requested) the day the meals are to be served. The amount of time for delivery and serving is included in the holding time. Any changes in the established delivery schedule due to vehicle breakdown, or acts of nature will be communicated directly to Promesa Public Schools Inc. Any changes in established delivery schedule due to acts of nature, or other events, which result in the closure of

Promesa Public Schools Inc., will be communicated to the Contractor by 5 am on the day of the event. Failure to notify the contractor will result in full charge for that day's meal.

- h. The Contractor will provide a daily receipt form, or on a separate form provided by the contractor for reporting shortages, substitutions, complaints and supply requests. This form shall be signed by an authorized representative of Promesa Public Schools Inc. who will be provided with a copy of the signed form by the Contractor.
5. Contingency Plans: A procedure for emergencies including weather related, vehicular breakdown, and food delivered outside of specified temperature standards, food contamination, spoilage, shortages, shall be established by the Contractor and Promesa Public Schools Inc. will be:
 - a. Provided with enough shelf stable meals to accommodate in the event of an interruption of service and in the Event of Shortages. Vendor will have the option of transporting additional meals from nearby branches within a half hour period.
 - b. Contractor will re-stock Promesa Public Schools Inc. with Shelf Stable meals for the purpose of interruption of services.
 6. Price: Contractor's price for each meal shall be proposed based upon the written estimate of meals needed that the School provides. The price includes the cost of all food including packaging, freight, delivery to the schools and all other related costs including, but not limited to condiments, utensils, serving trays and other requirements in order to complete the NSLP requirements.
 7. Menu Preparation and Approval: The contractor shall provide the school, for approval a proposed 30-cycle menu (option to change quarterly, two separate menus for sites) for the operational period, at least five business days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Promesa Public Schools Inc.'s approval must be agreed upon by Promesa Public Schools Inc. and documented on the menu records. Such adjustments shall be made at a suitable time of both parties but in no instance later than one week after Promesa Public Schools Inc.'s request except that in the case of spoilage. An adjustment for spoilage shall be made in such a manner that the children in attendance on the day of spoilage is discovered shall receive acceptable meals meeting meal requirements. All meals furnished shall meet or exceed U.S. Department of Agriculture requirements for the National School Lunch Program and shall from the inception of this contract, meet those requirements prescribed in 7 CFR 210 and 220. All meals furnished must comply with the menu option and the nutritional mandates of said requirements and must offer fresh produce weekly with two different Entrees daily. Upon seven days' notice during the service of this contract, Contractor must provide documentation of such compliance, on an item-by-item and weekly summary basis, indicating portion size by weight and nutrient contribution as prescribed in accordance with USDA requirements, for each food component provided. Contractor must additionally provide a complete nutritional analysis for the menu included in the 30 day proposed cycle menu of this proposal. Promesa Public Schools Inc. shall notify Contractor in writing within 10 days of receipt of the next month's proposed cycle menu if any changes,

additions or deletions are required.

8. Contractor will provide servers.
9. Contractor is responsible for documenting point of service in the online system provided by the school.
10. Contractor shall make substitutions in the food components of food preparation.
11. Vendor will be required to credit Commodity Product to School as for inventory from a TDA or USDA generated Invoice. The menu planning option being used is a traditional food-based menu.
12. Record Keeping. Contractor shall maintain full and accurate records/production worksheets that document: 1) the menus provided to the School during the term of this agreement, 2) a listing of all components of each meal, 3) an itemization of the quantities and portion sizes of each component used to prepare each meal. The Contractor agrees to provide breakfast and lunch preparation documentation by using yield factors for each food item as listed in the U.S. Department of Agriculture (USDA) food buying guide when calculating and recording the quantity of food prepared for each meal and be represented in the event of an audit. Contractor shall also maintain and make available:
 - a. Recipes, nutrition facts labels and any necessary child nutrition labels or product specification sheets related to the menus served;
 - b. Such cost records as invoices, receipts or other documentation that exhibit the purchase or otherwise availability to the Contractor of the meal components and quantities itemized in the meal preparation records;
 - c. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the school. Meal count documentation and/or registration will be provided by Vendor (1 person in each site) and must include the number of meals requested by the School in writing.
13. Contractor shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the agreement. Upon request, Contractor shall make all accounts and records pertaining to the agreement available to the school, representatives of the Texas Department of Education, USDA, the U.S. General Accounting Office and the USDA Office of the Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. The Contractor shall further be responsible for the maintenance of the daily meal count report and documents and the Contractor shall certify that the daily meal counts are accurate. The monthly consolidation of the school meal counts shall be prepared and certified to the school not later than three working days after the last service day each month. Cost records including but not limited to source documentation, supporting charges for contractually approved costs (reasonable and necessary) for cost based contracts; cost breakdown of management and administrative fees, if applicable, to demonstrate there is no double billing of charges; time and

attendance records for labor costs billed, if applicable, and breakdown of special function costs, if applicable.

14. Quantity. The school shall be allowed to provide the total number of meal orders needed by 12:00 p.m. the day before the scheduled delivery date.
15. Invoicing. Contractor shall present an invoice accompanied by reports no later than the fifth of each month, which itemizes the previous month's deliveries. School shall pay the Contractor within 30 days of receipt of invoice the full amount as presented on the monthly-itemized invoice. The Contractor agrees to forfeit payment for meals, which are not delivered in accordance with this Agreement, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the Agreement. In cases of non-performance or noncompliance on the part of the Contractor, the Contractor shall pay the school for any excess costs the school incurs by obtaining meals from another source.
16. Certifications. Contractor shall provide the school with a copy of current health certifications for the food service facility in which it prepares meals for NSLP. The Contractor also agrees to notify the school of the results of any health inspection that is made during the duration of this agreement within seven days of receipt of the results of such inspection. The Contractor shall maintain proper sanitation practices and health standards in conformance with all applicable state and local laws and regulations. The contractor shall assure that wholesome ingredients are used and that all food is properly stored, prepared, packaged and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled to assure that it does not become contaminated.
17. The Contractor shall provide adequate training in relation to its equipment, delivery schedule and any other requirements including the recordkeeping and meal requirements of the NSLP and with local health and safety codes.
18. Indemnity. The Contractor shall indemnify, defend and hold the School harmless against any loss or damage (including attorney's fees and costs of litigation) caused by the Contractor's negligent act or omission, theft by the Contractor's agents or employees, or the negligent or intentional acts or omission of the Contractor's agents or employees. The Contractor shall defend any suit against the School alleging personal injury or property damage arising out of the transportation of meals or other items to the site or out of the acts of Contractor's employees and any suit alleging bodily injury, sickness or disease arising out of the consumption of the meals delivered by the Contractor to the site and shall be liable for any damage agreed to by the parties or awarded as a result of such litigation. The school shall promptly notify the Contractor in writing of any claims against the Contractor or the school and in the event a suit is filed, shall promptly forward to the Contractor all papers in connection therewith. If the Contractor refuses or neglects to defend any such suit, the School may defend, adjust, or settle any such claim and the costs of such defense, adjustment or settlement including reasonable attorney's fees shall be charged to the Contractor.

19. Insurance. Contractor shall maintain during the term of this agreement insurance policies described below by companies licensed in Texas. Such coverage shall remain in effect for the term of the contract and any extension thereof. The School shall be named as an additional insured on all coverage for the length of the contract. General Liability coverage must be provided by a Commercial General Liability Policy on an occurrence basis only. Claims-made basis will not be acceptable.

General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Each Occurrence: \$1,000,000 (including bodily injury and property damage)

Personal & Advertising Injury \$1,000,000

Automobile Liability for \$1,000,000

Worker's Compensation coverage, as required by law and Employer's Liability limits of \$500,000.

Umbrella of \$1,000,000, attaching over your general liability, automobile liability and employers liability.

Insurance listing the school as additional insured shall be sent to:

Promesa Public Schools Inc., 5800 E. MLK Blvd., Austin, Texas 78721.

20. Vendor must maintain a flexible food service to provide meals at schools to which food services would not otherwise be provided in light of any issued state of disaster declaration.

School responsibilities will be as follows:

1. Unacceptable meal. The school shall be responsible for informing the Contractor of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours.
2. Meal Estimates. School shall order meals on a daily basis and will include total for each type of meal to be delivered. The initial order shall be placed no later than August 2, 2021 for meal service to begin on August 9, 2021. Thereafter, Promesa Public Schools Inc. shall provide Contractor with the number of meals to be provided no later than 12:00 p.m. the day before the next delivery date. Errors in meal order counts made by the school shall be the sole responsibility of the school. School shall provide approximately 180 serving days per school year.
3. The school shall be responsible for cleaning its facility and service areas. Contractor will retain responsibility for cleaning of all reusable service items if applicable.

4. Pricing. The School shall establish all selling prices, including price adjustments, for all reimbursable meals/milk and extra sales.
5. The school shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.

C. Utilities

1. The School will provide water, gas, and electric service in charter school facilities for the food service program.
2. Any charges from the vendor for water, gas, and electric or any other charges for utilities must be included in the per-meal fee charged to the School.

D. The Resulting Contract, if awarded, will contain, without limitation, the following provisions, requirements, or prohibitions:

1. Contracts that permit all income and expenses to accrue to the food service management company are prohibited. 7 C.F.R. § 211.16 (c).
2. Vendor shall not set meal prices.
3. Vendor may make recommendations to the School regarding the quality, extent, and general nature of the food service operation and the prices to be charged for meals and other food; but the School will retain control over such aspects of the food service operation and shall have the right to make the final decisions regarding such matters.
4. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
5. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
6. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery.

The request must include the: alternative substitute that are domestic and meet the

required specifications: price of the domestic food alternative substitute; and availability of the domestic alternative substitute in relation to the quantity ordered. Reason for exception: limited/lack of availability or price (include price): Price of domestic food product; and price of the non-domestic product that meets the required specification of the domestic product.

7. Vendor shall comply with all applicable environmental rules and regulations in accordance with 7 C.F.R. 3016.37(i)(12).
8. Vendor shall comply with all rules and regulations regarding conflicts of interest set forth in 7 C.F.R. § 3016.36(b)(3)(iv); TX Loc Gov't Code 171.
9. Vendor shall demonstrate the means to avoid unnecessary or duplicative purchases set forth in 7 C.F.R. § 3016.36(b)(4)).
10. Vendor shall provide data to be used by the school to support its official count for federal funding.
11. Vendor shall grant access to the School or any other authorized representatives to any books, documents, papers, and records of the contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
12. Contract Term: Unless otherwise specified, this contract shall be valid for (1) year beginning July 1, 2024. Promesa Public Schools Inc. will hold the option to continue services under the terms and conditions stated in the contract for (2) additional one-year extensions should it be in the best interest of Promesa Public Schools Inc. and its employees to retain said services. Prices shall be fixed for the term of the contract for all vended meals service. **For services agreed to by Promesa Public Schools Inc. and contractor, Promesa Public Schools Inc. shall pay a fixed fee for the term of the contract.**
13. Termination:
 - a. Either party may terminate the Contract with or without cause by providing written notice to the other party 60 days in advance of termination.
 - b. In the event of a default of a breach of the Contract entered into pursuant to this proposal by either the School or the Vendor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate the Contract immediately by giving the breaching party written notice of its intention to terminate immediately.

- c. Events of default include, but are not limited to, the failure of the vendor to provide meals that are unspoiled and wholesome, the failure of the Vendor to maintain the requisite health certification, the failure of the vendor to deliver meals at the time and place required under the Contract, the failure of School to make payment for services under this Contract, the failure of either party to abide by the terms of the Contract or any applicable Federal or State laws.
14. Penalties. If the Vendor fails to perform and such failure to perform results in the School losing federal funds or having to reimburse funds already received, the Vendor shall owe to the School the amounts lost by the School due to such failure of performance.
15. Sanctions. In addition to the remedies enumerated above, the failure of the Vendor to perform under this Contract to the extent that it jeopardizes or causes injury to the School under the Federal School Lunch program may subject the vendor to sanctions. These sanctions include indemnification for any settlement and satisfaction of the contractual and administrative issues arising out of procurements as outlined in 7 C.F.R. §210.21 (see also 7 C.F.R. § 210.16).
16. The Contract will be kept on file in accordance with the requirements of the State record retention schedules and the School's record retention policies and be available for review by the United States Department of Agriculture and the Texas Education Agency and other appropriate State and Federal agencies.
17. The Vendor will have total responsibility to ensure compliance with the regulations set forth by the Food and Nutrition Service of the United States Department of Agriculture and the Texas Department of Agriculture. In addition, performance under the contract must meet all State and local regulations.

E. Vendor's Fees, Billing & Payment

1. The charge to the School for the vendor's per-meal fee is to be clearly identified in the proposal as a total cost per meal for breakfast, a total cost per meal for lunch, and a total cost per Smart Snack. The per-meal fee shall include all of the components of the meal and all vendor costs incorporated into that fee, including any incremental cost attributable to any future disaster declarations and implementing executive orders issued by the Texas Governor and any public policy directives or guidance issued by the Texas Department of Agriculture and Texas Education Agency.
2. Number of meals will be determined based on the school records and the vendor shall bill the School for served meals only. The School cannot be billed for leftovers to include milk

and produce.

3. The School shall be billed on a weekly basis. Unless a prompt payment discount with a payment term of at least 15 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
4. No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet the specifications developed by the School, or do not otherwise meet the requirements of the Contract, if any, entered into pursuant to this proposal; provided however, that no deduction shall be made unless School shall give the vendor written notification of the meal service for which the deduction is to be made, specifying the number of meals for which School intends to deduct payment and setting forth the reasons for the deduction. School shall provide such notice not later than 5 days after the date the meal was served. The Vendor shall prepare and store at proper temperatures a sample meal for each meal served at the School for the number of days chosen for the written notification period to serve as documentation of these criteria.
5. If any invoices presented for payment are not paid within the number of days specified in the Contract, the charges from the invoice may be subject to a late fee, the terms must be outlined in the Contract. Any late fees must be paid from the General Fund. **The contract must state that no food service account funds shall be used for payment of interest or late fees.** Interest charged to the School by a vendor for late payment of invoices cannot exceed one percent of the balances of the invoice due, per month, as stipulated by State law.
6. Under Federal law, the School may not consider proposals that include as a form of payment or compensation to the vendor in which the expenses of the food services accrue to the vendor, in which the payment is based on a cost plus a percentage of cost basis, or in which the payment is based on cost plus a percentage of income.
7. Over versus Serve credit will be applied for breakfast and lunch.

III. Miscellaneous Provisions.

- A. The Contract shall be governed by, construed by, and enforced in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Exclusive venue shall lie in a court of competent jurisdiction located in Travis County, Texas.
- B. If any provision of the Contract becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions.

By reading and accepting this pre-qualification outline, the interested party acknowledges that School has no obligation to contract unless in its sole opinion, it is in its own best interest to do so.

CONTRACTOR MAY NOT SUBCONTRACT ANY PORTION OF THIS AGREEMENT

SPECIFICATIONS

- A. The purpose of the **Request for Proposal** is to obtain complete data, from each interested vendor, to be considered in the award of the vended meals contract for the food service program to enable the School to determine which vendor is best able to meet the criteria of the School. Each interested vendor shall furnish as part of this proposal a complete general description of experience in the field of food service and School Lunch, and Breakfast Programs as well as price proposal as requested below. Included shall be the following:
1. Name and address of the vending company.
 2. Documentation of licensure to do business in the State of Texas.
 3. Documentation of health certification for any and all facilities in which any part of the meals under the Contract will be prepared.
 4. Documentation of incorporation or other business organizational documents.
 5. The duration and extent of experience in the operation of school lunch and breakfast services, or other Federal programs.
 6. Vended Meals and Labor Pricing.
 7. Vended Meals with Kitchen Equipment.
 8. **A complete list of Texas public schools and locations where the vendor is currently operating school lunch and breakfast programs.** Give name and address, length of service, and contact name and telephone number of a contact person for each district/charter school.
 9. List Texas school districts/charter schools where vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons for termination.
 10. General Comprehensive Liability Insurance (at least \$1,000,000), Product Liability Insurance, and Automobile Insurance must be provided in accordance with specifications of the charter school to protect against harm to persons and property.
 11. Documentation of size and structure of the company with the qualifications of key vendor supervisory and support personnel.
 12. All statements submitted by the vendor are required to be complete and accurate.

13. Other such information as the interested vendor deems pertinent for consideration by the School shall be provided.
 14. Signed originals of the Exhibits attached to the Request for Proposals.
- B. Evaluation of Proposals. A proposal will only be accepted if the Vendor has the ability to perform successfully under the terms and conditions of this Request for Proposal. Consideration will be given to such matters as the Vendor's integrity, compliance with public policy, record of past performance, and financial and technical resources.
1. In compliance with 2 C.F.R. 200.321, the School must take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. The School reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the School. The School will evaluate all proposals according to completeness, content, experience with similar projects, accessibility and ability of the broker and its staff. The award of a contract to one respondent does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to Promesa Public Schools, Inc.
 3. The School reserves the right to approve the selection of any of the Vendor's employees assigned to work in the School.
 4. The School shall retain responsibility for determining student meal prices.

PROMESA PUBLIC SCHOOLS, INC.

Food Service-Catering Meal Services for School Breakfast/Lunch/Smart Snack Program

DATE: _____

Bidder's Certification:

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, responsibilities of bidders, product specifications, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes

[SIGNATURE PAGE FOLLOWS]

Name of Proposing Organization

Date

Address
Representative

Signature of Authorized

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

Tax ID No. (Only required for vendors not having conducted previous business with the School). This is required for a vendor to be set up in the School's vendor database.

COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL

REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public or charter school districts) where the same or similar services as contained in this specification package were recently provided by Vendor.

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

**REQUEST FOR PROPOSAL
SIGNATURE PAGE**

Proposals will be received until 3:00pm on May 3, 2024 for supplying the School with vended meal services for the 2024-2025 school year with two one-year renewal options.

Proposals, subject to all the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto, will be received in the office of School and shall be marked on the envelope

RFP-20-002- Food Service-Catering

In accepting proposals, the School reserves the right to reject any and all proposals in order to take the action that it deems to be in the best interest of the School.

Additional information required to adequately respond to this **Request for Proposal** may be obtained from the Superintendent, Dr. Salvador Cavazos at scavazos@eaprep.org.

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

The Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the above criteria and the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and have submitted our proposal. I/we understand that if selected and a contract is awarded, the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto will become a part of the contract between the vendor for food services as indicated below and Promesa Public Schools, Inc.

(**Note:** Failure to sign will disqualify bid.)

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNATURE _____

TITLE _____

TELEPHONE _____ DATE _____

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 7C.F.R. Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project

Name of Authorized Representative

Title

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which their transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing ExecutiveOrder 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participate may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of

a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ANTI-COLLUSION AFFIDAVIT

STATE OF)

COUNTY OF)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed

Subscribed and sworn before me this ___ day of _____, _____.

Notary Public (or Clerk or Judge)

My commission expires _____

Affidavit Of Non-Discriminatory Employment

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

_____ Signature

_____ Printed Name & Title

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Promesa Public Schools, Inc. (the “School”) retains the discretion to determine what constitutes direct contact with students.

“*Disqualifying Criminal History*”: Any conviction or other criminal information designated by the School, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
 - a. Crimes involving moral turpitude;
 - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
 - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
 - d. Crimes involving school property or funds;
 - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
 - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
 - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that the School believes might compromise the safety of students, staff, or property.

Any contractor interested in participating in the School’s Contractor Bid and Vendor Services Process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for School contracts.

Please complete the information below:

I, the undersigned agent for _____ (“Provider”), certify that [check one]:

None of the employees of Provider and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Provider has taken precautions or imposed conditions to ensure that the employees of Provider and any subcontractor will not become covered employees. Provider will maintain these precautions or conditions throughout the time the contracted services are provided.

or

Some or all of the employees of Provider and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Provider has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Provider receives information that a covered employee subsequently has a reported criminal history, Provider will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
3. Upon request, Provider will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.
4. If the School objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Provider agrees to discontinue using that covered employee to provide services to the School.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

I understand that non-compliance with this certification by Provider may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Provider Official

Date

Debarment or Suspension Certificate

Promesa Public Schools, Inc. is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Provider certifies that no suspension or debarment is in place, which would otherwise preclude Provider or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Authorized Signature

Date

Printed Name, Title

Company Name

Contract Provisions

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$150,000 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.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by Promesa Public School, Inc . including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 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 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 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Promesa 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 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. Promesa 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. Promesa 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 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Promesa must

report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by Promesa 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 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.
6. 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 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.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor 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).
8. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.

10. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more 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.
11. Procurement of Recovered Materials. Promesa and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 by the preceding fiscal year exceeded \$10,000 procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICEUSE ONLY
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.	Date Received
1 Name of vendor who has a business relationship with local governmental entity.	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed.	
_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.	
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>	
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	
_____ Signature of vendor doing business with the governmental entity	
_____ Date	

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

“Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Signature

Title

Printed Name

Date

Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

Company Name (Please Print)

I certify that my company qualifies as a “**Nonresident Proposer**”
(NOTE: You must furnish the following information :)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

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

Yes

No

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

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

Felony Conviction Disclosure Statement

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), states “a person or business entity that enters into a contract with a school district must give advance notice to Salvador Cavazos scavazos@eaprep.org if the person or an owner or operator has been convicted of a felony. A 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.

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

Vendor’s Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:



EDGAR Vendor Certification (2 CFR Part 200 and Appendix II)

When a school district seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All vendors submitting proposals must complete this EDGAR Certification Form regarding vendor's willingness and ability to comply with certain requirements which may be applicable to specific school district purchases using federal grant funds.

For each of the items below, vendor should certify vendor's agreement and ability to comply, where applicable, by having vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the district will consider and may list the vendor's response as "NO," the vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a school district to purchase from the vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Except as otherwise provided for in these Terms and Conditions, either party may terminate the contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party.

Promesa Public Schools, Inc. will not be liable to the vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure, Promesa Public Schools, Inc. may, in its sole discretion, terminate the contract in whole or part, provided such termination complies with the procedures set out above. Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in vendor's industry equally and are not actions taken solely against vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to the vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

With this paragraph, the school district shall only be required to pay vendor for goods or services delivered to the school district prior to the termination and not otherwise returned in accordance with vendor's return policy. If the school district has paid vendor for goods or services not yet provided as of the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a school district purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the school district's purchase order, or construction contract agreed to by the vendor, this provision shall prevail.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all school district purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any school district purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by federal program legislation, vendor agrees that, for all school district prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 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, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 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 sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all school district contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is 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 USC 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.

6. Right to Inventions Made Under a Contract or Agreement:

If the school district's federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient 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 District Agreements,” and any implementing regulations issued by the awarding agency.

7. Certification Of Compliance With Buy America Provisions: Vendor certifies 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.



8. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – contracts and sub grants 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 USC 7401- 7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

9. Debarment and Suspension:

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 1966 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.

Vendor certifies that vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the district and all school districts with pending purchases or seeking to purchase from vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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 t tier up to the non-federal award. As applicable, vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

11. Procurement of Recovered Materials:

For School district purchases utilizing federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a school district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a school district may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a school district, vendor agrees to provide information and negotiate with the School district regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by vendor to the school district shall not exceed the awarded pricing, including any applicable discount, under Vendor’s District Contract.

13. Record Retention Requirements For Contracts Paid For With Federal Funds:

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

14. Certification of Compliance With the Energy Policy and Conservation Act:

When federal funds are expended Promesa Public Schools, Inc. 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).



15. General Compliance and Cooperation with school districts:

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a school district, it shall make a good faith effort to work with school districts to provide such information and to satisfy such requirements as may apply to a particular school district purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES , I agree or NO , I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Certification Of Compliance With Buy America Provisions		
8. Clean Air Act and Federal Water Pollution Control Act		
9. Debarment and Suspension		
10. Byrd Anti-Lobbying Amendment		
11. Procurement of Recovered Materials		
12. Profit as a Separate Element of Price		
13. Record Retention Requirements For Contracts Paid For With Federal Funds		
14. Certification of Compliance With the Energy Policy and Conservation Act		
15. General Compliance and Cooperation with School districts		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name