



Wildcat Café

REQUEST FOR PROPOSALS RFP# 2526-04

GREGORY-PORTLAND ISD

Delivered Pizza for Food &
Nutrition Services

1200 BROADWAY BLVD.

PORTLAND, TEXAS 78374

Issue date: February 19, 2026

Proposal Submission to:

Gregory-Portland ISD
Attention: Chris Casarez
1200 Broadway Ave.
Portland, TX 78374

Deadline for Proposals:

Thursday, 2:00 PM, March 19, 2026

The District is an Equal Opportunity employer/program. Historically Underutilized Businesses HUBs are encouraged to apply.

REQUEST FOR PROPOSALS (RFP)
FOR
Delivered Pizza for Food & Nutrition Services

BACKGROUND INFORMATION

Gregory-Portland Independent School District, herein referred to as 'the District' is a tax-exempt educational organization that is a public-school district located in Portland, Texas. The District has approximately 5,000 students and operates five elementary schools, a junior high, and a high school. The school board is composed of seven active members, including board members with private sector experience. The District is responsible for the planning, evaluation, and oversight of educational programs in this area. The District receives funding from the Texas Education Agency (TEA), the Department of Education (DOE), and the Department of Agriculture.

PURPOSE

The District is seeking a qualified vendor (“Vendor” or “Consultant”) to provide Delivered Pizza for Food and Nutrition Services for Gregory-Portland ISD, on an independent contractor basis.

GENERAL INFORMATION

RFP Requestor: Gregory-Portland ISD

Contact Person: Chris Casarez

Issue Date: February 19, 2026

Deadline for Receipt of Proposals: ~~06/19~~ Thursday March 19, 2026 @ 2:00 PM

Submission of Proposals: An ORIGINAL signed proposal and two (2) copies should be delivered or mailed in a sealed envelope (labeled “RFP# 2526-04 Delivered Pizza for Food & Nutrition Services”) to: Gregory-Portland ISD

Attention: Chris Casarez
1200 Broadway Ave.,
Portland TX, 78374

When submitting a proposal, it is required that proposers have the necessary professional experience, prior training, and applicable professional judgment to perform the activities proposed to supply the services requested by this RFP.

Proposals received will become part of the District's official files without further obligation to the proposer.

The District reserves the right to:

- accept or reject any and all proposals,
- request additional information from proposers,
- extend the deadline for submission,
- reissue the Request for Proposals,
- waive any defect, irregularity, for informality in any proposal or bidding procedure,
- retain negotiation right to clarify, or verify any aspect of a submitted proposal in response to the RFP,
- negotiate a resulting non-exclusive contract for services with one or more of the qualified proposers responding to this RFP,
- require the submission of any price, technical, or other revision to the proposal which results from negotiations conducted.

The District is under no legal obligation to execute a contract resulting from this RFP and intends the material provided herein only as a means of identifying and considering various contractor alternatives and the general cost of services derived.

The District reserves the right to vary the provisions set forth herein at any time prior to the execution of a contract. This RFP does not commit the District to pay any costs incurred prior to the execution of the contract.

The District reserves the right to negotiate the final terms of any and all contracts with successful proposers. Items that may be negotiated include, but are not limited to, type and scope of activities, implementation schedule, and cost. Contracts negotiated as a result of this RFP may be extended, modified, or de-obligated in the manner set forth in the contract in order to attain the objectives of the District. The negotiated contract shall be a non-exclusive contract for an initial term of one (1) year, which may be extended for up to two additional one-year terms, upon mutual written agreement of the parties and Board approval prior to expiration of the initial or renewal term. Gregory-Portland ISD reserves the right to not renew the contract at the end of the fiscal year.

For consideration, proposals must be submitted according to format requirements.

Vendors certify that:

1. Continuing non-performance of the services by the proposer in accordance with the

specifications and requirements of the District, or applicable requirements of State or federal laws and regulations relating to such services, shall be a basis for the termination of the contract by the school district. Cancellation by Gregory-Portland ISD may be made upon (30) days written notice to the successful vendor. Gregory-Portland ISD shall not pay for services, work, supplies, or equipment which are unsatisfactory. Vendors shall be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

2. All prices, fees and Labor Rates must be guaranteed through completion of the contract.
3. The proposal award shall be based on the following factors:

Price: The monetary proposal amount- 50 points

Ability to Meet the District's Needs: Past experience and reputation of the vendor with school

Districts, meeting the nutritional requirements- 20 points

Reputation of Vendors Services: Overall experience and reputation of the vendor with similar

size customers, taste- 20 points

Quality of Vendors Response: Response to the Proposer's required documents - 10 points

4. Proposals that do not meet or exceed the specifications and submittal requirements of the RFP may be rejected as non-conforming to the RFP specifications/requirements.
5. It is understood and agreed the school district reserves the right to modify conditions and specifications by mutual agreement with the selected vendor both at the time of acceptance of this proposal offer as modified, and subsequent thereto by 25% or less of the total value of award.
7. All contracts, agreements, and purchases between a vendor and Gregory-Portland ISD shall strictly adhere to the laws set forth in the Texas school law bulletin and other applicable laws and regulations.
8. Proposals will be opened and evaluated after the proposal submittal deadline, with follow-up on references, proposal tabulation, and thereafter possible interviews and negotiation of final contract terms with selected vendors.
9. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or disability.
10. All contracts and agreements between vendors and Gregory-Portland ISD shall strictly adhere to applicable laws.

Signature Page

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company _____

Address _____

City _____ State _____ Zip Code _____

Telephone (_____) _____ Fax (_____) _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____

Position with Company _____

E-mail Address of Bidder _____

Signature of Company Official Authorizing this Bid _____

Company Official (Print Name) _____

Official Position _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint

and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA and this institution are an equal opportunity provider and employer.

General Conditions for Prepared Pizza

1. **APPLICABILITY** – These conditions are applicable and form a part of the contract documents for each purchase order and a part of the terms of each purchase order for items included in the specifications and bid forms issued herein.
2. **BIDS SHALL BE SUBMITTED ON THESE FORMS.** Failure to supply all required forms in this packet will prevent the bid from being considered for award. Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid.
3. **ALTERNATE BID** If necessary, it shall be written on a separate sheet and attached to the bid form provided. Each alternate must be clearly marked, and variance from specifications noted.- If necessary shall be written on a separate sheet and attached to the bid form provided. Each alternate must be clearly marked and variance from specifications noted.
4. **RIGHT TO REMEDY** Failure to notify GPISD Food & Nutrition Service Department Office of deviations in schedules or quantities will allow GPISD the option to purchase products from another source. If a company defaults on any item, the item will be awarded to the next highest scoring proposal meeting specifications. Any increase in prices that are incurred by GPISD to secure these products may be charged to the defaulting company that received the original bid award.
5. **VENDORS WHO DO NOT BID** are requested to notify the Gregory-Portland Independent School District Food & Nutrition Services Department in writing if they wish to receive future bids. Failure to do so may result in their being deleted from our vendor list.

6. **CONTRACTS** (except those of \$10,000 or less) awarded by School Food Authorities shall include a provision to the effect that the State agency or School Food Authority, the Department, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the program for the purpose of making audits, examination, excerpts, and transcriptions.
7. **TAX EXEMPT** - No charge will be allowed for Federal, State, or City taxes for which GPISD is exempt. The price bid shall be net and shall not include the amount of any such tax. Exemption Certificate, if required, will be furnished on forms provided by the vendor.
8. **FAX BIDS** or EMAILED BIDS - Will not be accepted.
9. **FELONY CONVICTION NOTICE** - Must be completed and returned with this bid.
10. All Small Business and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are encouraged to submit Proposals.
11. **QUESTIONS** concerning this bid shall be addressed to Chris Casarez, Purchasing Coordinator. ccasarez@g-pisd.org or (361) 777-1091 x-1039.
12. **BID PERIOD** – The contract period for this bid will be from August 1, 2026, to July 31, 2027. Bid prices submitted must remain **firm for the entire bid period**.

All awards may be renewed for up to two additional twelve (12) month periods by written agreement between the District and the bidder and Board approval.

Sealed proposals received after the time and date specified, regardless of cause, will not be considered.

Such late proposals will be returned to the bidder upon the submission of a written request.

PLEASE complete all blanks for each item number.

Proposals must be submitted in a sealed envelope, plainly marked with bidder's name, product bid, opening date and time.

The District reserves the right to waive formalities and irregularities and to accept or reject each item separate or as a whole.

13. **PRICES** – shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. school site. All prices must be typed or written in ink. Bids written in pencil will not be accepted.

14. **EVALUATION OF PROPOSALS** – It is not the policy of the Gregory-Portland I.S.D. to purchase on the basis of low bids alone.

The Following criteria will be used to award the proposal based on the best value for the District

Price: The monetary proposal amount- 50 points

Ability to Meet the District’s Needs: Past experience and reputation of the vendor with school

Districts- 20 points

Reputation of Vendors Services: Overall experience and reputation of the vendor with similar

size customers- 20 points

Quality of Vendors Response: Response to the Proposer Certification questionnaire

(Attachment A)- 10 points

If customer taste tests are conducted, the results will be used in the overall evaluation of the bid award.

15. ORDER AND DELIVERY CONDITIONS:

- a. Orders for the items included in this bid will be placed with your delivery personnel by our individual cafeteria managers. Orders will be based on usage.
- b. All Pizza shall be delivered to each designated school site. Additional school sites may be added during this bid period. Delivery times are set by the cafeteria manager. Monday through Friday, holidays excluded. Original invoices must be left with each cafeteria manager.

School	Estimated Daily Delivery Times	Estimated Daily Usage	
Gregory-Portland High School		Mon - Fri	
	10:30	35	
	11:25	30	
Gregory-Portland Middle School		Mon - Fri	
	11:00	30	

	12:00	20	
	1:00	15	
Elementary Schools (1 Wednesday per month each)		Wednesday ONLY	
1st Wed - SF Austin			
	10:20	18	
	11:20	17	
2nd Wed - TM Clark			
	10:20	22	
	11:50	22	
3rd Wed - East Cliff			
	10:20	22	
	11:30	22	
4th Wed - WC Andrews			
	10:45	22	
	11:50	22	

- c. Gregory-Portland ISD reserves the right to award services to one or more pizza delivery vendors to support multiple campuses. Vendor selection will be based on campus schedules and vendor capacity. Please indicate the campus location(s) you are able to service by checking the corresponding boxes. Vendors may select any number of locations they are capable of supporting.
- d. The supplier must deliver promptly any products omitted on the regular delivery or to replace unacceptable products.
- e. All pizza is to be delivered in clean boxes. All products must be properly sealed.
- f. Individual weekly statements for each location shall be sent. The statements shall reflect items delivered in that calendar week. Please send to:

Gregory-Portland Independent School District
Food & Nutrition Services Department
200 Fulton Place, Portland, Texas 78374

16. **SPECIFICATIONS** – Pizza must be delivered hot, cut into eight (8) equal servings and ready to serve. Pizza that does not meet the **8 equal servings** will be returned for credit. Deliveries are to be made before each serving period as ordered. There may not be more than one (1) hour between beginning pizza preparation and delivery to the schools. Pizza temperature when received must be 135° or higher. Thermo bags must be furnished for all pizzas. Bags are to appear clean and must be sterilized after each delivery.
17. **NUTRITIONAL LABELS** and Ingredient Labels must be attached for all products submitted on this bid.
18. **NUTRITIONAL ANALYSIS** must be furnished by the bidder of each product submitted in this bid document. Nutritional data must meet National School Lunch Program and USDA Child Nutrition Program requirements. Failure to supply the required nutritional data will cause the bid submitted to be incomplete and rejected for consideration.
19. **SUPPLIERS** are expected to carry sufficient inventories to cover the needs of the District
20. **THE SUCCESSFUL BIDDER** will furnish code information and a list showing delivery routes and names of the delivery personnel. The agreed upon written procedures for placing and changing orders, replacement of bad products, and hot shot service will be required.
21. **BILLING** Original invoices (delivery receipts) must be left with each cafeteria manager. Invoices (delivery receipts) must have an invoice number, the date of delivery and quantity delivered.
 - a. Weekly Invoices will be emailed to GPISD and must show Delivery Date, Invoice/Receipt number and total dollar amount.
 - b. Payments will be made by GPISD within 30 days from the date of receiving the invoice. We normally make a weekly check run from invoices approved invoices from the previous week.
 - c. Tax Exempt - No charge will be allowed for Federal, State, or City taxes for which GPISD is exempt. The price bid shall be net and shall not include the amount of any such tax. Exemption Certificate, if required, will be furnished on forms provided

22. **NONPERFORMANCE OF CONTRACT** – The District reserves the right to cancel the entire contract with a ten (10) day notice in the event:
- a. any item is not delivered according to the specifications and/or bid price
 - b. delivery is not made within the specified time period.
 - c. product quality is not acceptable.
23. **QUANTITIES REQUIRED** are substantially correct. The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the bidder.
24. **QUALITY** of products will be tested for acceptability as per bid specifications. Selection will be based on testing. The decision of the Food & Nutrition Services Department regarding the quality and acceptability will be final.
25. **TESTING** – All products will be tested upon delivery for wholesomeness, quality, grade, texture, appearance, and flavor. The vendor will be notified by the Food & Nutrition Services Department if any portion of the specified shipment does not meet specifications for quality and/or wholesomeness.

It will then be the responsibility of the vendor to pick up the entire shipment. The Gregory-Portland I.S.D. reserves the right to purchase the specified product elsewhere and charge the increase in price, and cost of handling, if any, to the contractor.

26. **CONTRACTS FOR PURCHASE** will be put into effect by a purchase order(s) executed by the Food & Nutrition Services Director after bids have been awarded. This bid will be submitted to the School Board on or around March 23, 2026. Purchase Orders will be e-mailed thereafter.
27. **SAMPLES, if requested** – Each bidder shall supply 4 Pepperoni whole pizzas cut in 8 equal slices on the date and time requested to Gregory-Portland ISD Food & Nutrition Services Office, 200 Fulton Place, Portland, TX for a customer taste test.

Samples submitted for the taste test must meet the specifications submitted in the bid and represent the actual products that will be shipped during the 2026-2027 school year. Samples will be sent at **NO CHARGE**. The customer taste test results will be used in the overall evaluation of the bid award. Failure to submit the required samples will disqualify the company's bid

28. **PROMOTIONAL ITEMS** – Vendor is responsible for furnishing promotional items upon request.

29. **BUY AMERICAN PROVISION** – Gregory-Portland ISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district’s School Nutrition Program meals.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-336} added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA’s) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA’s must comply with when purchasing commercial food products served in the school meals programs.

Gregory-Portland ISD will purchase domestic food products per the Buy American Provision unless:

1. The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Gregory-Portland ISD will maintain all documentation regarding any food purchases that are deemed “non-domestic” to include cost comparisons if the product is available as a “domestic” product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the “country of origin.”

Gregory-Portland ISD requires certification information on the percentage of U.S. content in each procured product and specify the percentage of U.S. content by weight or volume, in the food component of processed food products supplied to the district in the determination of County of Origin.

30. **EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA and this institution are an equal opportunity provider and employer.

PROPOSAL FORMAT AND PREPARATION

Each proposer must submit one (1) ORIGINAL and two (2) copies of their proposal (for a total of three (3)). One of the copies must be marked "ORIGINAL" and contain original signatures. Proposal packages should be organized in the manner specified below:

Proposals should be prepared in a concise manner. Clarity of content and completeness are essential. All proposals must be typed and completed on 8-1/2 x 11 paper.

Use the Certification by Proposer form (Attachment A) of this RFP as the cover sheet.

Each proposal must include a written narrative which reflects the proposer's planned schedule or Statement of Work response (Attachment B) of this RFP.

ATTACHMENTS TO BE COMPLETED AND RETURNED WITH EACH PROPOSAL

Important Note: Please submit the Original and two (2) copies of the proposal (a total of 3)

Attachment A	Signature Page
Attachment B	Bid Price Sheet
Attachment C	References
Attachment D	Disclosure of Interest (Form 1295) Vendor must complete on-line at www.ethics.state.tx.us
Attachment E	Certificate of Liability
Attachment F	W-9
Attachment G	Form CIQ: Conflict of Interest
Attachment H	Felony Conviction Notice
Attachment I	Non-Collusion Statement
Attachment J	Suspension or Debarment Certificate

Attachment K Buy American Requirements Example

- VENDOR shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-163, 89 Stat. 871.
- VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §3701 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, VENDOR shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- VENDOR shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41CFR60.
- VENDOR shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; USDA regulations on nondiscrimination 7 CFR 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities.
- VENDOR shall comply with the Buy American provision for contracts that involve the purchase of domestic food and food products in the United States using over 51% domestic foods by weight or volume, USDA Regulation 7 CFR 210.21(d) and 7 CFR Part 250.
- VENDOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 7606, §508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency (EPA) regulations Title 40 CFR.
- VENDOR shall strongly encourage the participation of Historically Underutilized Business (HUB), Minority and Women Business Enterprise (MWBE), and labor surplus area vendors to compete in procurement opportunities the VENDOR conducts on behalf of the SFA.
- VENDOR shall ensure that the nondiscrimination statement is affixed to all letters, notices, publications, and websites as required by FNS Instruction 113.1 (November 8, 2005).
- Inclusion of any false or misleading information shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.

Termination

1. If at anytime, the SFA shall make a reasonable decision that adequate funding from federal, state, or local sources shall not be available to carry out its financial obligation to the

VENDOR, then the SFA shall have the option to terminate this contract by giving 10 days written notice to the VENDOR.

2. In the event either party commits a material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 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 then terminate this Contract for cause by giving 30 days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements, or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood, or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
4. In the event of VENDOR's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any available administrative, contractual, and legal remedies against VENDOR.
5. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.
6. Upon service ending by either Contract expiration or termination, it shall be incumbent upon the VENDOR to cooperate fully with the replacement VENDOR or SFA if SFA is remaining to self-operated food service and with TDA to ensure a smooth and timely transition to the replacement VENDOR or SFA.

COMPANY _____

PROPOSAL FORMAT AND PREPARATION

Each proposer must submit one (1) ORIGINAL and two (2) copies of their proposal (for a total of three (3)). One of the copies must be marked "ORIGINAL" and contain original signatures. Proposal packages should be organized in the manner specified below:

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- Attachment A. Signature Page
- Attachment B. Bid Price Sheet
- Attachment C. References
- Attachment D. Disclosure of Interest (Form 1295)
(Vendor must complete on-line at www.ethics.state.tx.us)
- Attachment E. Certificate of Liability Insurance
- Attachment F. W-9
- Attachment G. Form CIQ: Conflict of Interest Questionnaire
- Attachment H. Felony Conviction Notice
- Attachment I. Non-Collusion Statement
- Attachment J. Suspension or Debarment Certificate

- VENDOR shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-163, 89 Stat. 871.
- VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §3701 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, VENDOR shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- VENDOR shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41CFR60.
- VENDOR shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; USDA regulations on nondiscrimination 7 CFR 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities.
- VENDOR shall comply with the Buy American provision for contracts that involve the purchase of domestic food and food products in the United States using over 51% domestic foods by weight or volume, USDA Regulation 7 CFR 210.21(d) and 7 CFR Part 250.
- VENDOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 7606, §508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency (EPA) regulations Title 40 CFR.
- VENDOR shall strongly encourage the participation of Historically Underutilized Business (HUB), Minority and Women Business Enterprise (MWBE), and labor surplus area vendors to compete in procurement opportunities the VENDOR conducts on behalf of the SFA.
- VENDOR shall ensure that the nondiscrimination statement is affixed to all letters, notices, publications, and websites as required by FNS Instruction 113.1 (November 8, 2005).
- Inclusion of any false or misleading information shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.

Termination

1. If at anytime, the SFA shall make a reasonable decision that adequate funding

from federal, state, or local sources shall not be available to carry out its financial obligation to the VENDOR, then the SFA shall have the option to terminate this contract by giving 10 days written notice to the VENDOR.

4. In the event either party commits a material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 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 then terminate this Contract for cause by giving 30 days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements, or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
5. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood, or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
6. In the event of VENDOR's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any available administrative, contractual, and legal remedies against VENDOR.
7. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.
8. Upon service ending by either Contract expiration or termination, it shall be incumbent upon the VENDOR to cooperate fully with the replacement VENDOR or SFA if SFA is rehiring to self-operated food service and with TDA to ensure a smooth and timely transition to the replacement VENDOR or SFA.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
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1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information 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?

Yes No

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

Yes No

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 **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

FELONY CONVICTION NOTICE

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

Subsection (b) states, "a school District may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The District must compensate the person or business entity for services performed before the termination of the contact.

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 _____

Authorized Company
Official's Name (please print) _____

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

Signature of Company Official _____ Date: _____

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

Name of Felon(s) _____

Details of Conviction(s) _____

Signature of Company Official _____ Date: _____

C. My firm is a publicly owned, Stock-exchange Corporation; therefore, this reporting requirement is not required.

Signature of Company Official _____ Date: _____

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

- Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034, Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (_36)

Vendor Name _____

Authorized Company Official's Name _____

Signature of Company Official _____ Date _____

Vendor E-mail Address _____

Vendor Telephone Number _____