

**Étoile Academy Charter School
Open Enrollment Charter School**

Vended Meal Services for School Breakfast/Lunch Program

REQUEST FOR PROPOSALS

FOR

Vended Meals

3/6/2020

LEGAL NOTICE

Notice is hereby given that Étoile Academy Charter School, open enrollment charter schools intends to examine methods to provide meals to students for its Étoile Academy campus.

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. A copy of the **Request for Proposal** can be obtained by contacting:

Kayleigh Colombero, 6614 Hornwood Drive, Houston, TX 77074, 713-265-8657, kcolombero@etoileacademy.org

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. This Request for Proposal is issued pursuant to 2 C.F.R. 200.320(d).

By: Kayleigh Colombero

Title: Superintendent

VENDED MEAL SERVICES

PROPOSALS DUE/PROPOSAL OPENING: on or before 04/01/2020 at 11:59pm CT

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. Proposals are to arrive no later than **11:59 pm CT on 04/01/2020** and shall be addressed to:

Kayleigh Colombero, 6614 Hornwood Drive, Houston, TX 77074, 713-265-8657,
kcolombero@etoileacademy.org

Please submit one original, two (2) hard copies and/or 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) in accordance with the Criteria Evaluation Worksheet 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 Proposal**.
11. A proposal, in response to a **Request for 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 **ÉTOILE ACADEMY CHARTER SCHOOL**, AND 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 Kayleigh Colombero on or before the hour on the date specified. Late submissions will be returned unopened. Emailed proposals will be accepted at kcolombero@etoileacademy.org.
2. **INTERNET DOWNLOADS:** Vendors who have not obtained this solicitation document directly from the School, or who may have downloaded the document from the School website, shall be responsible for immediately notifying the School of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify the School and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Sealed Proposals solicitation.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless Étoile Academy Charter School, 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.

10. 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.
11. 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.
12. 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.
13. MODIFICATIONS: This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
14. 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.
15. 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.
16. 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.
17. LEGAL VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Harris County, Texas.
18. 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.

19. **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.
20. **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.
21. **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 Kayleigh Colombero for the name of a suitable substitute asbestos-free product.
22. **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).

23. **RIGHT OF INSPECTION:** The School shall have the right to inspect the goods before accepting them.
24. **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.
25. **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.
26. **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.
 - E. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Criteria Evaluation Worksheet.
 - F. The vendor shall execute an authorization to permit the School to obtain criminal history records on any employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who will perform duties on School property or other location where School students are regularly present. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the School. The vendor shall certify that it will ensure that this requirement is met.
- 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: A reimbursable lunch served and delivered and a reimbursable breakfast served and delivered, in accordance with U. S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Since the School participates in the National School Lunch and Breakfast Program, surplus food commodities are available for use in the lunch and breakfast program, and it is the intent of the School that such items will be included in menus to the greatest extent possible. Occasionally, special food services are requested for functions other than the regular lunch periods. Interested vendors should include in the proposal provision for accommodating such special requests.

1. Meal Pattern Requirements: Vendor will serve reimbursable meals in accordance with the following meal pattern:
 - a. Traditional Food Based Menu Planning. The vendor shall be able to provide a minimum of 275 lunch meals per school day to be prepared and served.
 - b. Traditional Food Based Menu Planning. The vendor shall be able to provide a minimum of 275 breakfast meals per school day to be prepared and served.
2. The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products for use in preparation of the meals served under the resulting contract.
3. The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. Reimbursable meals will be transported by the Vendor in accordance with State and local sanitation and temperature requirements and delivered to the School site(s) stipulated and at the times stipulated in the List of Charts and Other Attachments.
5. Delivery times or pickup times can be negotiated. Breakfast will be served at 7:30am and lunch at 11:50am. Delivery location is 6614 Hornwood Drive, Houston TX 77074.
6. The reimbursable meals will be prepared and prepackaged individually for each student with eating utensils, napkins, straws, and condiments included.

7. The Vendor will be responsible for serving meals to students and cleaning up after the meals are served with a minimum of two hours on site.

C. Equipment and Facilities Maintenance and Sanitation: Functions may be the responsibility of either the School or the vendor.

1. The School shall maintain the premises, equipment, and facilities where meals are served, and shall adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with State and local health and sanitation requirements related to the food service program on its premises.
2. Vendor must have State and/or local health certification for any facility outside the School in which it may prepare any meals or portions of meals and must maintain this certification throughout the duration of the Contract.
3. The School will be responsible for the maintenance and expense of insect and pest control in all food service serving areas.
4. The School will be responsible for removal of trash and garbage resulting from the food service program in compliance with current scheduled waste disposal services provided by the School.
5. The School will monitor the Vendor's operation with on-site visits and will retain control of the quality of its food service and other elements of the food service in accordance with 7 C.F.R. § 210.16(a) or other applicable federal and state law.

D. 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.

E. Recordkeeping; Preparation and Submission of School Lunch and Breakfast Program Claims:

1. The School will be responsible for distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.

2. The School shall maintain a copy of the records required to substantiate free and reduced-price meals.
 3. The Vendor shall maintain all records related to this project as the School will need to support its Claim for Reimbursement under the Federal School Lunch Program throughout the term of resulting contract, if any, plus 5 years after the expiration of the resulting contract or earlier termination of the resulting contract.
 4. The Vendor shall maintain such records and shall provide a copy of such records and report claim information to the School promptly at the end of each month during the Contract period.
 5. Upon receipt of the records provided by the vendor, the School shall compile all information required to complete and process the Claim for Reimbursement for meals served.
- F. 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. § 210.16 (c).
 2. Vendor shall adhere to the free and reduced-price policy requirements as established by USDA.
 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. Vendor shall comply with the Buy American requirement set forth in 7 C.F.R. § 220.16(d).
 5. Vendor shall comply with all applicable environmental rules and regulations in accordance with federal and state law and local code and ordinance.
 6. Vendor shall comply with all rules and regulations regarding conflicts of interest set forth in 2 C.F.R. § 200.318(c)(1); Tex Loc Gov't Code 171.
 7. Vendor shall demonstrate the means to avoid unnecessary or

duplicative purchases set forth in 2 C.F.R. § 200.318(d).

8. Vendor shall provide data to be used by the school to support its official count for federal funding.
9. 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.
10. Contract: Unless otherwise specified, this contract shall be valid from [DATE] through [DATE]. This contract may be renewed for up to two additional one-year terms if mutually agreeable to all concerned parties.
11. 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.
12. 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.

13. 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 2 C.F.R. §§ 200.317 thru 200.326.
14. 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.
15. 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 Education Agency. In addition, performance under the contract must meet all State and local regulations.

G. 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 and a total cost per meal for lunch. The per-meal fee shall include all of the components of the meal and all vendor costs incorporated into that fee.
2. A copy of a 21-day lunch menu and 10-day breakfast menu is included, in accordance with food specifications provided by the School, and will be used as a basis for projecting meal costs. This menu must be used the first 21 days of operation; thereafter, it may be changed only with the approval of the School.
3. 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.
5. The School shall be billed on a monthly basis. Unless a prompt payment discount with a payment term of at least 10 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, accurate and submitted

invoice, whichever is later.

6. 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.
7. 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.
8. 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.

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 Harris 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.

IV. Pre-Proposal Conference and Facility Tour:

- A. In order to submit a proposal, any interested party should attend the Pre-Proposal

Conference and Facility Tour on the date and time listed below.

- B. During the Conference information and materials pertaining to School food service operations will be distributed to enable each vendor to prepare a proposal. Also, there will be an opportunity for vendors to ask questions relating to the food service department. Any questions not addressed at this meeting will need to be put in written form and submitted to the charter school. Written responses will be distributed to all vendors.

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.

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. 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. 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.
 7. 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.
 8. 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.
 9. Documentation of size and structure of the company with the qualifications of key vendor supervisory and support personnel.
 10. All statements submitted by the vendor are required to be complete and accurate.
 11. Other such information as the interested vendor deems pertinent for consideration by the School shall be provided.

12 Signed originals of the Exhibits attached to the Request for Proposals.

C. Evaluation of Proposals (see attached Evaluation Worksheet). 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 and the bidder conforms with all the material 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. A contract(s) will be awarded to the firm whose proposal is the most advantageous to the School, as determined by the School, with price and other relevant factors as described below considered.

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 and/or as otherwise required by applicable law. The School will evaluate all proposals according to a set of criteria that is scored and specified as to importance in the overall evaluation process as outlined on the Criteria Evaluation Worksheet.
3. The School reserves the right to approve the selection of any of the Vendor's employees assigned to work in the School or to request reassignment of any Vendor employees at the School's sole discretion.
4. Vendor must further agree to comply with and provide service for any accommodated meal requirements of students in accordance with applicable federal and State law as determined by the School.
5. The School shall retain responsibility for determining student meal prices.

CRITERIA EVALUATION WORKSHEET

The evaluation of proposals will be based on the following criteria and scored in the following manner:

I. Mandatory Criteria

Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria. The proposing vendor:

- A. Must be properly incorporated or licensed to do business in the State of Texas and in good standing with the State of Texas.
- B. Must be capable of managing food service operations on a contract basis.
- C. Must not have a record of substandard work or have been debarred by any federal or state government agency or other agency of local government or school.
- D. Must submit a proposal meeting all of the requirements of the **Request for Proposal**.

II. Vendor

This shall account for **fifty points (50)** of the total score. Proposals meeting each of the criteria set forth above will be evaluated on the following factors:

- 1. The experience and reputation of the Vendor in providing vended meals and services to public schools
- 2. Vendor ability to accurately calculate and complete food service production records and nutrient analysis
- 3. Quality of the vended meals and services
- 4. The extent to which the Vendor's meals and services comply with applicable law
- 5. The financial strength and resources of the Vendor to meet the School's needs throughout the term of the resulting contract.
- 6. Size and structure of the company.
- 7. Qualifications of key Vendor personnel and supervisory, and other support personnel.

8. The Vendor's past relationship with the School.
9. Comprehensiveness of the entire RFP response, particularly as it relates to addressing all points identified and addressed herein Vended Meal Services for School Breakfast/Lunch Program RFP).
10. Compatibility of key program areas with School's overall mission statement and School-wide goals and objectives. Key program areas that will be evaluated under these criteria include the following
 - a. Food production system.
 - b. Purchasing procedures.
 - c. Sanitation and safety programs.
 - d. Menu development rationale.
 - e. A la carte program.
 - f. Recordkeeping.
 - g. Marketing.
 - h. Nutrition education and awareness.

III. Overall financial projection, including fees

Overall financial projection, including fees shall account for **fifty points (50)** of the total score

IV. Total Score

Vendor	:	
Overall financial projection, including fees	:	
Total Proposal Score	:	

Étoile Academy Charter School

Vended Meal Services for School Breakfast/Lunch Program

03/06/2020

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, criteria evaluation worksheet, 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

Signature of Authorized Representative

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: _____

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: _____

Vended Meal Services for School Breakfast/Lunch Program
Bid Schedule

Newspaper Ads 03/12/2020

Proposal submission date 04/01/2020

Proposal evaluation date 04/02/2020

Finance Committee Review date 04/21/2020

Board approval date 04/23/2020

Agreement date 04/27/2020

**REQUEST FOR PROPOSAL
SIGNATURE PAGE**

Proposals will be received until 11:59 pm CT on 04/01/2020 for supplying the School with vended meal services for the 2020-2021 school year with two one-year renewal options.

Sealed 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 "*Proposal for Vended Meals*".

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 School business office at 713-265-8657.

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 Étoile Academy Charter School
(**Note:** Failure to sign will disqualify bid.)

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNATURE _____

TITLE _____

TELEPHONE _____ DATE _____

Exhibit A

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 Orders 12549 and 12689, Debarment and Suspension, and 2 C.F.R. Part 180, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business With Other Persons. 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

EXHIBIT A (Continued)

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 Executive Orders 12549 and 12689. 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.

EXHIBIT A (Continued)

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 participant 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 of 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 _____

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 [SCHOOL NAME] 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:

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

DEBARMENT AND SUSPENSION CERTIFICATION

This certification is required by the Federal Regulations Implementing Executive Orders 12549 and 12689, Debarment and Suspension, lobbying prohibitions, 45 CFR Part 93, Government-wide Debarment and Suspension (Nonprocurement), for the Department of Agriculture and (2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)), Department of Labor (29 CFR Part 98), Department of Education (2 C.F.R. 180), Department of Health and Human Services (45 CFR Part 76 or as amended).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm: _____

Signature of Authorized Representative: _____

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



**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 _____

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

FORM CIQ

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

OFFICE USE ONLY
Date Received

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

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.

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.