



**DORAL
ACADEMY**

IMAGINATION. INNOVATION. EXCELLENCE.

Doral Academy of Texas

REQUEST FOR
PROPOSALS FOR
FRESH PREPARED VENDED MEALS SERVICES

February 19, 2025

RFP# 2025-001

REQUEST FOR PROPOSALS

RFP# 2025-01

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Introduction

This document contains a Request for Proposals for Fresh Prepared Vended Meals Services for Doral Academy of Texas, participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract (Contract) between the Offeror (Vendor, Contractor, Bidders or Respondent) and the school food authority.

The Texas Department of Agriculture (TDA) is not and will not be a party to any contract between a school food authority and a vended meals services company. The school food authority has full responsibility for ensuring that the terms of the Contract are fulfilled. The Texas Department of Agriculture (TDA) is not involved with the enforcement of this Contract; however, TDA can deny payment for meals received or purchased under an Invalid Contract.

Legal Notice
Request for Proposals
for
Fresh Prepared Vended Meals Services
RFP #2025-001

Notice is hereby given that Doral Academy of Texas intends to hire a vended meals services company that provides meals and meals services under the National School Lunch Program and the School Breakfast Program.

No offer of intent to enter into a contract with any party for vended meals service should be construed from this legal notice. Doral Academy of Texas will enter into a contract for vended meals service only if, in the sole opinion of Doral Academy of Texas, it is in its best interests to do so.

All costs involved in submitting proposals to Doral Academy of Texas 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 for Fresh Prepared Vended Meals can be obtained by contacting:

Guadalupe Zapata, Procurement Manager
Email: gzapata@academicasw.org

Doral Academy of Texas reserves the right to accept any proposal or a part of any proposal that it deems favorable to the interests of Doral Academy of Texas. Doral Academy of Texas 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 Doral Academy of Texas determines not to be in the best interests of Doral Academy of Texas.

Request for proposals for Fresh Prepared Vended Meals Services

Proposals will be received until (1:00p.m. CST) on Monday, April 1, 2025, for supplying Doral Academy of Texas with Fresh Prepared Vended Meals Services during the 2025 – 2026 school year.

Doral Academy of Texas will consider a fixed meal rate proposal.

Proposals are subject to all the conditions and specifications attached hereto and will be received on line at the Doral web site <https://www.doralacademytx.com/departments/Procurement/Purchasing>. The proposal file labeled “**FRESH PREPARED VENDED MEALS SERVICES REQUEST FOR PROPOSAL #2025-001**”.

In accepting proposals, Doral Academy of Texas reserves the right to reject any and all proposals and to waive any minor informalities in order to take the action which it deems to be in the best interest of Doral Academy of Texas.

Additional information required to adequately respond to this RFP may be obtained from Doral Academy of Texas Procurement Office via email: gzapata@academicasw.org.

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

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

Non-Discrimination Statement

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, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a 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, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract that will provide Doral Academy of Texas (hereinafter referred to as the school food authority [SFA]) with a Vended Meal Company (hereinafter referred to as Offeror, Contractor, Vendor, Bidder, or Respondent), who will support breakfast and lunch, and snack program provided by the SFA as part of our School Nutrition Program. The release of this RFP is to the benefit of the SFA and not to the benefit of the Respondents (hereinafter referred to as Respondent, Contractor, Offeror, Vendor, or Bidder). The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The initial term of this contract is for one year, commencing July 1, 2025, and continuing through to June 30, 2026. After careful consideration, and on July 1st of each subsequent year, the SFA may annually renew this Contract for three (3) additional one-year periods upon agreement of both parties.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program and School Breakfast Program, to accommodate special dietary requirements, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* [7 CFR, Parts 210, 220]).

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award to one responsible and responsive offeror that best meets the need of the SFA.

General Vended Meal Food Service Goals

- Provide an appealing and nutritional reimbursable breakfast, lunch, and snack program for students as economically as possible.
- Provide all fresh, home-style lunches.
- Use organic, locally, and responsibly sourced ingredients whenever possible.
- All meals and dairy products are hormone free.
- All meats and dairy products are antibiotic free whenever possible.
- Operate in an environmentally sustainable manner: recycling and composting and using green products in cleaning/operations whenever possible.
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, and offering menu variations at a reasonable and sustainable cost point.

Through this RFP, the SFA shall conduct this procurement transaction in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 CFR), Part 200.319(a). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive procurement standards established in applicable Texas state and federal statutes, regulations, and guidelines. Doral Academy of Texas strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.

Outlined below are competitive procurement basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of fraud, collusion, etc.

- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP provides a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above standards do not include all Texas state and federal requirements to achieve competitive bidding.

General Information on the SFA

Doral Academy, Inc. is a public open-enrollment charter school. Doral Academy Inc. was founded in 1999 in Miami, Florida and has expanded across multiple states. Doral Academy in Texas was founded in 2021 with the opening of our first PK4 - 6 school located in Buda, TX. Responding to student, parent, and community demand, Doral Academy of Texas foresees the campus to grow to an enrollment of 2,000 students with a second campus opening in Kyle, TX.

Doral Academy of Texas:

1333 Firecracker Dr.
Buda, Texas 78610
Enrollment is expected to be 500

Scope of Work

The Respondent must be of sufficient size and expertise to furnish the resources needed to aid the SFA in managing daily food services operations. The following conditions are requirements that must be met at a minimum and should be addressed in the proposal:

- Meals provided to the SFA will comply with the nutrition standards and guidelines established by the United States Department of Agriculture (USDA) and the Texas Department of Agriculture (TDA), the National School Lunch Program, and the School Breakfast Program, the Afterschool Care Program, Seamless Summer Option, Summer Food Service Program.
- Meals provided to the SFA will be prepared and prepackaged individually for each student in accordance with the food safety guidelines of the appropriate governing health departments.
- The Vendor shall prepare and provide to the SFA no later than two (2) weeks prior to the end of each month, a monthly menu covering the meals to be served for the following month. Menu must include a food-based analysis to ensure the menu items meet the minimum menu pattern for each grade level.
- When requested by the SFA, the Vendor shall provide the SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirement.
- The National School Lunch, and School Breakfast Programs will be operated by the SFA. SFA anticipates operating the following other programs in the foreseeable future: Summer Food Service Program (SFSP).
- The Vendor will prepare meals at a site that maintains the appropriate state and local health certifications for the facility. Purchasing, receiving, storing, and use of USDA Foods provided by SFA,

will also occur at the Vendor's facilities.

- The Vendor will comply with the Buy American provision.
- The Vendor will handle the preparation of the daily food production worksheets, child nutrition labels, product formulation statements, etc. The Vendor will provide Doral Academy of Texas with all the information necessary for Doral Academy of Texas to produce the food production records for the vended meals delivered daily.
- The Vendor shall handle the daily delivery of meals (see next page) and the cleaning of own equipment used for meal delivery.
- The Vendor will maintain program records and documents for Administrative Review and/or audits, examinations, or reviews, in accordance with applicable regulations, for the SFA, TDA, and USDA to complete required monitoring activities. (7 CFR §210.16(2)(1))
- The Vendor will have all required certifications, licenses and permits current, and in good standing.
- The Vendor will meet all Texas Education Agency, U.S. Department of Agriculture, Texas Department of Agriculture, and the City of Buda and Hays County Departments of Public Health Compliance Requirements.
- Possess Commercial General Liability Insurance in the amount of no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- Attest that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any federal department or agency.

General SFA Responsibilities

- The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the Vendor of any adjustments to menus and monitor implementation of adjustments. If meal substitutions are initiated by the meal vendor the meal vendor must get pre-approval from the SFA.
- The SFA orders meals on a weekly basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a 24-hour notice to the vendor. SFA will provide Vendor with the current and approved school calendar designating early release dates and school holidays. Any changes to the standard order due to early release and school holidays and including any planned field trips will be made by SFA on the weekly meal order.
- The SFA shall be responsible for receiving physician's statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a physician's statement of the need for substitutes that includes the recommended alternate foods.
- Vendor will prepare a daily invoice delivery slip for each SFA site. The Vendor will be expected to complete their required part of the daily HACCP production worksheet, which provides all the weights and required servings on the components of the meals to be served to facilitate completion of the School Meal Pattern documentation, required by the state of Texas. Any discrepancies will be noted on the daily invoice delivery slip. The SFA is responsible to determine if the meals served meet the meal pattern requirement at the Point of Serve.

Daily Delivery Requirements

- The contracted Vendor will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until the SFA accepts delivery of meals daily.
- All meals will be counted and signed for by a representative of the SFA at each school location upon delivery of meals.
- The SFA reserves the right to notify the Vendor in the event of any spoilage or if proper temperatures have not been met.
- The Vendor must provide all vended meals as individual, unitized meals packaged in leak proof containers for direct distribution to students. The remaining food components may be served in bulk quantities, i.e. whole, fresh fruit and vegetables, bread-rolls, and milk.
- Hot meal unit – packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Containers and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 350° F until meals are served beginning at 7:30 AM.
- Cold meal unit or unnecessary to heat – container and overlay to be plastic or paper of non-toxic material.
- Bulk items including milk, fruits and vegetables, and cold meals need to be delivered in a refrigeration unit that will maintain proper food temperatures until meals are served beginning at 7:30 AM.
- Warming and refrigeration units can be collected at the completion of the lunch service each day @ 4:00 PM or can be collected the following day with the next breakfast or lunch delivery.
- Preparation and distribution of prepared meals to students will be handled by SFA employees but must require minimal staff efforts, as the SFA employs only two food service employees at each site.
- The Vendor agrees to provide all condiments with meals at no additional cost.
- The Vendor agrees to provide all paper products, containers and eating utensils at no additional cost. The SFA will not pay for meals that are spoiled, unwholesome at time of delivery that do not meet the detailed specifications for each food component or menu item in accordance with 7 CR § 210.6 (c)(3), or do not otherwise meet the requirements of the contract and/or fail to comply with national school lunch program requirements as a reimbursable meal.
- Food items that are shelf stable and leftover at the end of the serving day shall be returned to stock. This remaining stock shall be rotated to avoid any products from exceeding the expiration date. Milk products not used and not over the expiration date shall be returned to stock and rotated to be used with the next serving time. Milk products over expiration dates shall be discarded. Fresh fruits remaining after meal service will be returned to stock and/or placed on a share table for students. All hot meals remaining unserved will be discarded at the end of the serving day.

Equipment

- a. Site has a commercial refrigeration unit
- b. Site has a milk box
- c. Freezers are available
- d. Site has warming ovens
- e. Site has storage capacity (either cold or shelf stable) for more than one (1) day's complete meal.

RFP Schedule of Events for RFP #2025-01

The SFA will observe the following schedule of events for the RFP process:

First Public Notice	Wednesday, February 19, 2025
Second Public Notice	Wednesday, February 26, 2025
Release of RFP	Thursday, March 6, 2025
Pre-Meeting-At Doral-9am CST	Tuesday, March 11, 2025
Deadline for Vendor Questions 4pm CST	Friday, March 14, 2025
SFA Responses to Questions 4pm CST	Wednesday, March 19, 2025
Proposal Submission Deadline and Public Opening	Tuesday, April 1, 2025 1:00 p.m. CST
Proposed Review and Evaluation Tentative	Tuesday or Wednesday, April 15 & 16, 2025 9:00 am CST
SFA Board of Directors approve Proposal	Thursday, May 15, 2025
Award of Contract	After board meeting

General Instructions to Respondents, Offerors, Vendors, Contractors, Bidders

PROPOSALS DUE: **Tuesday, April 1, 2025, no later (1:00 p.m. CST)**

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations or form of other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
4. At any time prior to the specified time and date set for proposal opening as set forth above, a Contractor (or a designated representative) may withdraw a submitted proposal by submitting in writing a request to withdraw.
5. The company representative must sign the Request for Proposal Signature Page and Letter of Authorization of Designated Employee to Act on Behalf of Vendor, Offeror, Respondent, Contractor, or Bidder (Attachment M) and return it in the proposal package.
6. All responsive proposals shall include the forms provided in this RFP. It is permissible to copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
7. Respondents are responsible for the costs of developing proposals and shall not charge the SFA for any preparation costs.
8. All proposals must be submitted on the Doral website at <https://www.doralacademytx.com/departments/Procurement/Purchasing>, label your file as follows, **FRESH PREPARED VENDED MEALS SERVICES REQUEST FOR PROPOSAL #2025-001** Proposals must be submitted, and time stamped no later than **(1:00 p.m. CST) on April 1, 2025**.
9. **Any proposals received after the deadline will not be considered.** It is the responsibility of all Contractors 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. Offerors will be allowed to attend the opening of proposals at 4802 Vance Jackson Rd., Building 6 second floor, San Antonio, TX 78230 on **April 1, 2025, at 1:00 p.m. CST**.
10. The SFA assumes no responsibility for delay in electronic delivery of proposals.
11. No proposal will be accepted unless all required information and forms are appropriately executed and submitted with such proposal.

12. Additional charges for regular or express delivery, drayage, parcel post, packaging, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
13. The SFA asks potential vendors that initially express an interest in submitting a proposal that do not intend to submit a proposal to notify the SFA in writing.
Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications in any other manner, either oral or written. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contract Information" provided in the RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposals without cause after the proposal submission deadline. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
14. The Respondent shall include a 21-Day Cycle Menu for all programs to be served (7 CFR, sections 210.16[b][1] and 220.7[d][2][i], if applicable).
15. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on the Doral Academy of Texas website, www.doralacademytx.com/departments/Procurement. The SFA will notify Respondents so they can obtain any addenda from the SFA's website, or request by email.
16. The SFA reserves the right to reject all proposals.
BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / CONTRACTOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST DORAL ACADEMY OF TEXAS AND ITS BOARD, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, RFP PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.
17. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
18. Periods of time, stated as number of days, are calendar days.
19. If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error (collectively, "discrepancy") in this RFP, the Respondent shall immediately notify the SFA of the discrepancy in writing and request clarification or a modification of the RFP. Respondent may submit its notice and request to Guadalupe Zapata, Procurement Manager, via email (gzapata@academicasw.org).
20. Questions to the SFA regarding this RFP must be directed in writing via email (gzapata@academicasw.org) to Guadalupe Zapata, Procurement Manager, no later than March 14, 2025.
21. Awards, if any, shall be made with reasonable promptness to the Contractor(s) whose proposal(s) in accordance with the Criteria Evaluation Worksheet best conforms to this RFP and will be the most advantageous to Doral Academy of Texas. Although the award(s) may be made based on factors other than the lowest price proposal, the vended meal contract shall be awarded to the contractor that is the most responsible and responsive to the solicitation with price as the primary consideration. Doral Academy of Texas will announce the winning offer formally after approval of the contract award by the board of trustees. The awarded Vendor will be notified in writing of Doral Academy of Texas' award of the contract once it is approved by the Board of Trustees. Unsuccessful Contractors will be notified in writing promptly.
22. Notwithstanding any other provision of this Request for Proposal (including all attached documents), Doral Academy of Texas expressly reserves the right to:

- Waive any insignificant defect or informality in any proposal procedure.
 - Reject any or all proposals.
 - Reissue a **Request for Proposal**.
23. Each Contractor shall guarantee to Doral Academy of Texas that the proposal submitted, and the price offered by the Contractor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
24. A proposal, in response to a **Request for Proposal**, is an offer to contract with Doral Academy of Texas based upon the terms, conditions, and specifications of this RFP and the submitted proposal.
25. The SFA will not consider a joint proposal submitted by two or more entities.
26. The SFA reserves the right to reject any and or all bids or to accept an RFP that in its judgment will best serve the interest of the students attending Doral Academy of Texas.
27. **Protest of Contract**. An interested party¹ may protest any of the following situations:
- Solicitation or another request for offers for a contract for the procurement of property or services
 - Cancellation of a solicitation or other request
 - Award or proposed award of a contract
 - Termination of a contract, if the protest alleges that the termination was based on improprieties in the administration of the contract.

An interested party may submit a protest to Guadalupe Zapata, Procurement Manager, via email (gzapata@academicasw.org). Subsequently, SFA shall review and give the interested party's protest due consideration in accordance with its written procurement procedures to address and resolve protests relating to procurements.

USDA Foods Responsibilities

1. SFA shall retain title to all USDA Foods.
2. The USDA Foods in Schools program supports domestic nutrition programs and American agricultural producers through purchases of 100% American grown and produced foods for use by schools and institutions participating in the National School Lunch Program among other programs.
3. SFA shall ensure that all federally donated foods received by the SFA and made available to the Vendor accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. 7 CFR 210.16(6).
4. SFA shall ensure USDA Foods or processed end products containing USDA Foods shall not be used for catering or special functions conducted outside of the nonprofit school food service operation.
5. SFA shall assure that the maximum amount of USDA Foods is received and utilized by Vendor. 7 CFR 210.9(b)(15).
6. SFA shall ensure that VENDOR has credited SFA for the value of all USDA Foods received for use in SFA's meal service in each School Year, (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. The value of foods received shall appear as a credit on the invoice for the month in which the donated food was received. This must include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR part 250.51(a).
7. SFA shall maintain final responsibility for management and oversight of the procurement for processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. 7 CFR 210.16, 7 CFR 250.50(d).
8. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250; 7 CFR 250.53(a)(8).
9. Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225, and 226, as applicable.

10. The Vendor shall credit the SFA the value of USDA Foods contained in the end products at the processing agreement value monthly. 7 CFR 250.50(c); 250.53(a)(3). All refunds received from processors must be credited on invoices submitted to the SFA's Nonprofit School Food Service Account. 7 CFR 250.51(a-b). The method used to determine the donated food values may not be established through a post-award negotiation or any other method that may directly or indirectly alter the terms and conditions of the procurement or contract.

11. Vendor must accept and use all USDA donated ground beef and ground pork products, and all processed end products in the SFA's Food Service Program, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used). Upon termination of this Contract, or if this Contract is not extended or renewed, Vendor must return all unused donated ground beef, pork, and processed end products to SFA. 7 CFR 250.51(d); 7 CFR 250.52(c); 7 CFR 250.53(a)(5).

12. Vendor further agrees to accept and use all other USDA Foods in SFA's food service. Vendor may or may not use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's Food Service Program. 7 CFR 250.53(a)(6). • SFA shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.

- Upon termination of this Contract, Vendor must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in SFAs food service. The market value shall be provided to the SFA by TDA. 7 CFR 250.51(a). The average material prices are listed by school year and used by processors participating in the USDA Foods processing program. The file provides the value of the material and is used on their Summary End Product Data Schedules.

- At the end of the year, the Vendor shall reconcile the value of USDA Foods received against credits provided on monthly invoices. The contractor shall provide final credit of any balance due to the SFA. The total credit given for USDA Foods in each year must equal the USDA Foods, including bonus foods, received to the SFA. The credits must also encompass any transfers from other SFA and/or the state agency accepted in excess of directly received USDA Foods.

13. Vendor shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The Vendor must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the VENDOR to maintain records as required by 7 CFR section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the VENDOR shall be subject to the provisions of 250.13(e). Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

14. If the VENDOR acts as an intermediary between a processor and the SFA, the Vendor shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The Vendor will issue all such credit in full prior to the expiration of each Contract Term. Any extensions or renewals of this contract, if applicable, are contingent upon the fulfillment of all contract provisions related to foods.

15. Vendor will comply with 7 CFR 250.14(b); 250.52, and 250.53(a)(9) concerning storage and inventory management of USDA Foods. 7 CFR 250.53(b). Failure by Vendor to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.

16. Vendor will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of foods processed in products to the SFA, in accordance with requirements in 7 CFR Part 250 subpart C.

17. Vendor shall allow SFA and/or any state or federal representative or auditor, including USDA or their duly authorized representatives, to perform onsite reviews of Vendor food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods 7 CFR 250.53(a)(10).

18. Vendor shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR 250.54(b) 7 CFR 250.53(a)(11).

19. Vendor acknowledges that the renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods 7 CFR 250.53(a)(12).

Standard Terms and Conditions

The terms and conditions set forth in this section apply to this RFP and form a part of the contract documents and are part of the terms of each purchase order for goods and/or services included in this RFP.

1. **PROPOSAL SUBMISSION:** Proposals must be submitted utilizing this document only and must reach Doral Academy of Texas Procurement Office on or before the hour on the date specified in this RFP. Late submittals will not be considered. Faxed proposals will not be accepted.
2. **INTERNET DOWNLOADS:** Contractors who have not obtained this solicitation document directly from Doral Academy of Texas, or who may have downloaded the document from the Doral Academy of Texas' website, shall be responsible for immediately notifying Doral Academy of Texas of their interest in order to receive all written addenda on a timely basis. Contractors who do not notify Doral Academy of Texas and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposals solicitation.
3. **REJECTION/AWARD:** Doral Academy of Texas 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 for this procurement. Written notice of award mailed or otherwise furnished to the successful Respondent results in a binding contract without further action by either party.

¹ An interested party is defined as any entity or person who may be affected by a situation, any entity or person who has a real or direct interest in action being proposed or taken.

4. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of sixty (60) days subsequent to the opening of proposals. No proposal may be withdrawn during the period of firm offering.
5. **SUPPLEMENTAL INFORMATION:** All supplemental information required in this RFP must be included with the response. Failure to provide complete and accurate information may disqualify Contractor 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, Contractor may be removed from approved Contractor list.
7. **UNDUE INFLUENCE:** To ensure the integrity of the selection process, Contractor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Contractor's response, directly or indirectly, through any contact with Doral Academy of Texas board members or other Doral Academy of Texas officials from the date this solicitation is released until the award of a contract by the Doral Academy of Texas Board of Trustees.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between Doral Academy of Texas and the Contractor or between Doral Academy of Texas and the Contractor's employees. Doral Academy of Texas 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/her employees shall be entitled to any of the benefits established for Doral Academy of Texas employees, nor be covered by the Doral Academy of Texas Workers' Compensation Program.
9. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by Doral Academy of Texas, payment terms shall be Net thirty (30) days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
10. **FUND AVAILABILITY:** Any contract 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 Doral Academy of Texas' Board of Directors or otherwise not made available to the School.
11. **LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE:** Termination of the agreement arising from this RFP under this paragraph is to be considered Termination for Non-Appropriation of Funds. The School shall have the continuing right to terminate any agreement arising from this RFP at the end of each fiscal year or end of the special revenue fund or grant during the term of the agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the School incurring any liability to vendor as a result of such termination, including early termination charges. If the School terminates this agreement pursuant to this paragraph, vendor will have the right to collect and retain payment for services rendered to the School through termination date but shall not be entitled to any early termination charges.
12. **GOVERNMENTAL IMMUNITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN AN AGREEMENT ARISING FROM THIS RFP SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY TO SCHOOL UNDER APPLICABLE LAW.

13. LIMITATIONS: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE SCHOOL (A GOVERNMENTAL AND PUBLIC ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS, ON THE SCHOOL'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY'S FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
14. INDEMNIFICATION: Contractor will indemnify, protect, defend, and hold harmless Doral Academy of Texas and its officers, employees, agents, subcontractors, and their consultants in their official and individual capacities (collectively, the "indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including attorney's fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Contractor's performance under or breach of this Contract and that are caused in whole or in part by any act or omission, including any negligent at, negligent omission or willful misconduct of Contractor, any one directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense. This provision shall survive termination of this contract and shall be binding on the Parties and their successors, representatives, and assigns and cannot be waived or varied. Notwithstanding anything to the contrary in this Contract, Contractor acknowledges, stipulates, and agrees that nothing in this Contract shall be construed as a waiver of any defense available to Doral Academy of Texas, including but not limited to any statutory or governmental immunity available to Doral Academy of Texas under applicable law.
15. GRATUITIES: Doral Academy of Texas may, by written notice to the Contractor, cancel this contract without liability to Doral Academy of Texas if it is determined by Doral Academy of Texas 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 Doral Academy of Texas 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 Doral Academy of Texas pursuant to this provision, Doral Academy of Texas 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.
16. 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 Doral Academy of Texas. 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.
17. 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.
18. MODIFICATIONS: This contract may only be modified by a written agreement signed by both of the

parties or their duly authorized agents.

19. **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.
20. **APPLICABLE LAW:** This contract shall be governed by the policies of the Doral Academy of Texas Board of Trustees, 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. Doral Academy of Texas Board policies will be made available upon request.
21. **ADVERTISING:** Contractor shall not advertise or publish, without the prior consent of Doral Academy of Texas, the fact that Doral Academy of Texas 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.
22. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Hays County, Texas.
23. **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 Doral Academy of Texas and to the extent feasible shall be identified by the Contractor as such.
24. **WARRANTY-PRICE:** The price to be paid by Doral Academy of Texas shall be that contained in the Contractor's proposal 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, Doral Academy of Texas may cancel this contract without liability to Doral Academy of Texas 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, Doral Academy of Texas 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.
25. **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 Doral Academy of Texas. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in this RFP, 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.

26. **WARRANTY-SAFETY:** Contract warrants that the products sold to Doral Academy of Texas 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, Doral Academy of Texas 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 a reasonable time, the correction made by Doral Academy of Texas 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 Doral Academy of Texas. If any product called for by name in this specification should contain any asbestos material, the contractor must notify the Doral Academy of Texas Business Office immediately for the name of a suitable substitute asbestos-free product.
27. **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. Doral Academy of Texas 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 Doral Academy of Texas 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 Doral Academy of Texas to this effect in writing within two weeks after the signing of this contract. If Doral Academy of Texas does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold Doral Academy of Texas 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 Doral Academy of Texas will pay the Contractor the reasonable cost of his search as to infringements).
28. **RIGHTS OF INSPECTION:** Doral Academy of Texas shall have the right to inspect the goods before accepting them.
29. **RIGHT TO ADDITIONAL COMPETITION:** Doral Academy of Texas 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 Doral Academy of Texas.
30. **TERMINATION:** Doral Academy of Texas reserves the right to terminate all or any part of the undelivered portion of any order resulting from this RFP solicitation with thirty (30) days written notice; upon default by the Contractor, for delay or nonperformance by the Contractor or, if it is deemed in the best interest of Doral Academy of Texas, for convenience.
31. **DEBARMENT AND SUSPENSION:** Neither the vendor nor any of its officers, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
32. **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT:** Pursuant to Texas Family Code §231.006(d), regarding child support, the vendor certifies that the vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful vendor and the school may be terminated and payment may be withheld if this certification is inaccurate.

Specific Terms and Conditions

1. Qualification of Contractor.

Each Contractor must submit for consideration such records of work and further evidence as may be required by the Doral Academy of Texas 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 Contractor along with the proposal and shall include the information and format as follows:

- A. Contractor must be incorporated or licensed to do business in the State of Texas. Contractor must be in good standing with the State of Texas.
- B. The Contractor interested in submitting a proposal and providing services to the Doral Academy of Texas 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 National School Lunch Program, School Breakfast Program, and the Special Milk Program. Contractor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders. (Attachment E).
- C. The Contractor must be familiar with and comply with all state, county, and city health and sanitation requirements and must have all necessary permits, including a health permit, as required by the Texas Retail Food Code.
- D. The Contractor has at least 5 years of experience with food service programs and has knowledge and experience with the National School Lunch and School Breakfast Programs.
- E. The Contractor has the resources and ability to provide 28,000 average meals per fiscal year.
- F. The Contractor should be presently operating a comparable, successful school lunch and breakfast program in a public-school setting.
- G. The Contractor has professional references that demonstrate and evidence the ability to perform the required services.
- H. 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 Evaluation Criteria.
- I. The Contractor must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to undertake a criminal history background check on all persons that are assigned to work at Doral Academy of Texas and that will have continuing duties related to the provision of goods and/or services and who have or will have direct contact with students. Any expenses associated with the background checks shall be borne by Contractor. No employee, agent, representative, volunteer, applicant for employment, or other person associated with Contractor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for Doral Academy of Texas. If an employee, representative, and/or agent of Contractor is determined

to be ineligible to work at a Texas public school, such employee, representative, and/or agent shall not be eligible to provide services to Doral Academy of Texas. Doral Academy of Texas reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by IEG pursuant to Texas law.

- J. Contractor shall execute and submit with bid proposal Attachments C through I and K through P.

2. General Provisions.

- A. Representatives from Doral Academy of Texas reserve the right to inspect the Contractor'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 breakfast and lunch served and delivered in accordance with U.S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Since Doral Academy of Texas participates in the National School Lunch Program and School Breakfast Program, surplus food commodities are available for use in the lunch and breakfast program, and it is the intent of Doral Academy of Texas that such items will be included in menus to the greatest extent possible. Occasionally, special food services are requested for functions at other than the regular lunch periods. Interested Contractors should include in the proposal provisions for accommodating such special requests (Attachment J).
- C.
- 1) Meal Pattern Requirements: Contractor will serve reimbursable meals in accordance with traditional food-based menu planning.
 - 2) The Contractor 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 Contractor 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 Contractor in accordance with State and local sanitation and temperature requirements and delivered to the Doral Academy of Texas site(s) stipulated and at the times stipulated in the section entitled School Site Data.
 - 5) Delivery times or pickup times, and delivery sites will be those stipulated in Exhibit 1.
 - 6) The vendor will provide sufficient spork for daily meal service (breakfast, lunch and after school care program). kits (spork, napkin, straw).
 - 7) Doral Academy of Texas will be responsible for serving meals to students and cleaning up after the meals are served.
- D. Equipment and Facilities Maintenance and Sanitation: Functions will be the responsibility of Doral Academy of Texas. Contractor must have State and/or local health certification for any facility outside Doral Academy of Texas in which it may prepare any meals or portions of meals and must maintain this certification throughout the duration of the Contract.
- E. Record-keeping, preparation and submission of school lunch and breakfast program claims:

- 1) Doral Academy of Texas 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) Doral Academy of Texas shall maintain a copy of the records required to substantiate free and reduced-price meals.
 - 3) Doral Academy of Texas shall maintain all records related to this project as Doral Academy of Texas will need to support its Claim for Reimbursement under the National 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) Doral Academy of Texas shall maintain such records and shall report claim information promptly at the end of each month during the Contract period.
 - 5) Doral Academy of Texas 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:
- i. The contractor shall adhere to the free and reduced-price policy requirements as established by USDA.
 - ii. Contractor may make recommendations to Doral Academy of Texas regarding the quality, extent, and general nature of the food service operation and the prices to be charged for meals and other food; but Doral Academy of Texas will retain control over such aspects of the food service operation and shall make the final decisions regarding such matters.
 - iii. The contractor will be responsible for Menu creation (in cooperation with SFA) of all recipes, CN Labels, Product Formulation Sheets, nutritional compliance, and production records.
 - iv. The contractor shall not price meals on a sliding scale.
 - v. Menu changes and substitutions should be communicated a minimum of 48 hours before meal service.
 - vi. Breakfast rate, Lunch rate, Snack rate, SSO rate and SFSP rate shall be inclusive of the entire meal to include all food items, appropriate condiments, paper products, plastic products, disposal products, and cleaning chemicals.
 - vii. The contractor will provide monthly CNS staff training as required by TDA.
 - viii. The contractor will provide all marketing materials.
 - ix. The contractor will participate in monthly health education for students.
 - x. The contractor will conduct quarterly site visits to ensure compliance and quality.
 - xi. The contractor will conduct an annual (March or April) on-site "Taste Test" to feature new items for next year's menu.
 - xii. Contractor shall comply with the Buy American requirement set forth in 7 C.F.R. § 220.16(d).
 - xiii. The contractor shall comply with all applicable environmental rules and regulations.
 - xiv. Contractor shall comply with all rules and regulations regarding conflicts of interest set forth in

2 C.F.R. § 200.18(c)(1); Tex. Local Gov't Code, Chapter 171; 19 Tex. Admin. Code §§ 100.1131-.1135.

- xv. Contractor shall demonstrate the means to avoid unnecessary or duplicative purchases set forth in 2 C.F.R. § 200.18(d).
- xvi. Doral Academy of Texas will compile and maintain all data to be used to support its official count for federal funding.
- xvii. Contractor shall grant access to Doral Academy of Texas or any other authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract awarded under this RFP for the purpose of making audit, examination, excerpts and transcriptions. Contractors will be required to retain records for 5 years after contract termination.
- xviii. Contract Period:

This Contract is effective for the period commencing July 1, 2025, and ending June 30, 2026, unless terminated earlier as provided herein. **This Contract may be renewed by agreement for up to three (3) additional one-year periods following the initial term.** At the time of any renewal, both Doral Academy of Texas and Contractor shall execute an agreement as an addendum to this Contract noting the extended agreement period and any adjusted pricing as agreed upon by the parties.

Prior to the execution of any renewal of the contract resulting from this RFP, Doral Academy of Texas and Contractor shall renegotiate the price quoted on Attachment F, Fee Proposal, prior to any renewal. Contractor may not propose any increase in price exceeding the percentage increase in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (South-Size Class B/C) ("CPI"). If agreed upon by Doral Academy of Texas and Contractor, Doral Academy of Texas and Contractor shall amend the contract to reflect the renegotiated price, including a price/cost analysis that takes into account the change in CPI.

xix. Termination:

- a. Unless otherwise specifically provided herein, Doral Academy of Texas may cancel this Contract at any time for any reason by giving thirty (30) days written notification to Contractor. Neither party shall be liable for any loss or penalty upon such termination, except Doral Academy of Texas shall pay Contractor for vended meals delivered in accordance with this contract prior to the termination date. Neither party shall be relieved from duties otherwise required under this contract.
- b. In the event of a default or a breach of the contract by Doral Academy of Texas, Contractor shall give Doral Academy of Texas written notice specifying the default, and Doral Academy of Texas shall have thirty (30) days within which to cure the default. If the default is not cured within that time, Contractor shall have the right to terminate the Contract immediately by giving Doral Academy of Texas written notice of its intention to terminate immediately.

xx. Penalties.

If the Contractor fails to perform and such failure to perform results in the Doral Academy of Texas losing federal funds or having to reimburse funds already received, the Contractor shall owe to the Doral Academy of Texas the amounts lost by the Doral Academy of Texas due to such failure of performance.

xxi. Sanctions.

In addition to the remedies enumerated above, the failure of the Contractor to perform under this Contract to the extent that it jeopardizes or causes injury to Doral Academy of Texas under the Federal National School Lunch Program may subject the Contractor to sanctions. These sanctions include indemnification for any settlement and satisfaction of the contractual and administrative issues arising out of procurements as outlined in 7 C.F.R. §210.21.

xxii. The Contract will be kept on file in accordance with the requirements of the State record retention schedules and Doral Academy of Texas' record retention policies and be available for review by the United States Department of Agriculture and the Texas Department of Agriculture and other appropriate State and Federal agencies.

xxiii. The SFA will have total responsibility to ensure compliance with the regulations set forth by the Food and Nutrition Service of the United States Department of Agriculture and the Texas Department of Agriculture. In addition, performance under the contract must meet all State and local regulations. The Contractor must comply with all program requirements.

G. Contractor's Fees, Billing & Payment

- i. The charge to Doral Academy of Texas for the Contractor's per-meal fee is to be clearly identified in the proposal as a total cost per meal for breakfast, a total cost per meal for lunch, and a total cost per snack. The per-meal fee shall include all the components of the meal and all Contractor costs incorporated into that fee.
- ii. The proposal shall include Sack Lunch fees. Sack lunch fees cannot exceed the daily lunch fee.
- iii. The proposal shall include fees for special food service functions other than the regular breakfast and lunch periods.
- iv. Number of meals will be determined based on the Doral Academy of Texas records and the Contractor shall bill Doral Academy of Texas for meals delivered.
- v. Doral Academy of Texas shall be billed monthly. Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by Doral Academy of Texas. Payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
- vi. If any applicable credits, rebates, discounts or USDA Foods values are owed to Doral Academy of Texas, the CE, the vended meal provider must provide documentation that allows the CE to ensure that amounts received are accurate, along with the monthly invoice.
- vii. No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet the specifications developed by Doral Academy of Texas, or do not otherwise meet the requirements of this RFP and the Contractor's submitted proposal; provided however, that

no deduction shall be made unless Doral Academy of Texas shall give the Contractor written notification of the meal service for which the deduction is to be made, specifying the number of meals for which Doral Academy of Texas intends to deduct payment and setting forth the reasons for the deduction. Doral Academy of Texas shall provide such notice not later than two (2) days after the date the meal was served. The Contractor shall prepare and store at proper temperatures a sample meal for each meal served at Doral Academy of Texas for the number of days chosen for the written notification period to serve as documentation of these criteria.

- viii. If any invoices presented for payment are not paid within the number of days specified in the Contract, Contractor may levy a finance charge at the maximum rate authorized by Chapter 2251, Texas Government Code (Prompt Payment Act) Any finance charges must be paid from state or local funds. Doral Academy of Texas shall not use food service account funds any finance charges levied by Contractor. The contractor may not levy finance charges for late payment of invoices in excess of one percent (1%) of the balances of the invoices due, per month, as stipulated by State law.
- ix. Under Federal law, Doral Academy of Texas may not consider proposals that include as a form of payment or compensation to the Contractor in which the expenses of the food services accrue to the Contractor, 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.

Additional Elements to Address in the RFP

Respondents are asked to address the following elements as part of a complete proposal

- i. Meal pricing
- ii. Type of equipment and ability to contribute and/or loan equipment daily to SFA
- iii. Accommodations for Field Trip Days, Minimum Days, Testing Days
- iv. Accommodations for students with food sensitivities and allergies and measures taken to ensure the Vendor avoids cross contamination of foods
- v. Menu customization and variety (ex: vegetarian food options)
- vi. Include sample menus and production records
- vii. Cancellation timelines for submitted meal orders
- viii. Payment Terms and other fees
- ix. Staff food handling training and certification
- x. A description of your organization and why you are a good candidate for our SFA

Food Specifications

The Doral Academy of Texas is issuing this RFP with the priority of providing healthy meal options to students. In our commitment to providing students with nutritious and healthy meals, we have set higher meal standards and expect the selected Vendor to meet the standards listed in Attachment J of this RFP.

Vendor must be able to demonstrate compliance with the Nutrition Standards in the National

School Lunch Program and the School Breakfast Program (Texas Department of Agriculture Food and Nutrition Division Section 8, Lunch Meals, August 12, 2020, Page 18 of 89 and Texas Department of Agriculture | Food and Nutrition Division Section 7, Breakfast Meals, August 12, 2020, Page 20 of 78).

Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

Section 1 - Administrative Requirements

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Responding company's legal name, assumed names for purposes of its proposal and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number, Comptroller's Tax Number, and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and email address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and email address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note:** The Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is

accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

Section 2 – Required Attachments

A. Attachment Checklist

The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (as listed on Attachment A). The SFA may reject proposals that do not include the proper required attachments.

B. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications**.

C. Proposal Questionnaire

The Proposal Questionnaire (as listed on Attachment C) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

D. Respondent References

Respondents must provide three references on the Respondent References form (Attachment D). The SFA reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

E. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment E) and return it with the proposal package.

F. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment F) and return it with the proposal package.

G. Certification Regarding Lobbying

H. Debarment and Suspension Certification

I. Certificate of Independent Price Determination

The Respondent must complete the certificate (Attachment I) and return them with the proposal package.

J. 21–Day Cycle Menu and Food Specifications

The Respondent must submit a 21 Day Cycle menu (Attachment J) for all programs (PK and K-8) to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package and comply with food specifications.

K. Buy American Provision

The Respondent must complete the certifications (Attachment J) and return the certifications with the proposal package.

L. Conflict of Interest Questionnaire

The Respondent must complete the questionnaire (Attachment L) and return it with the proposal package.

M. Request for Proposal Signature Page and Letter of Authorization of Designated Employee to Act on Behalf of Vendor, Offeror, Respondent, Contractor or Bidder

The Respondent must submit the Request for Proposal Signature Page and Letter of Authorization of Designated Employee to Act on Behalf of Vendor, Offeror, Respondent, Contractor or Bidder (Attachment M).

N. Health Certificates and Food Establishment Inspection Reports

The Respondent must supply Doral Academy of Texas with current Health Certificates for food preparation establishment and its employees. Respondent must meet government food establishment requirements, must have two food establishment inspections during the contract year (August and April) and shall provide Doral Academy with a copy of the reports.

O. Certificates of Insurance

The Respondent must supply Doral Academy of Texas with proof of current and active insurance by providing Doral Academy of Texas with a copy of the Certificate of Insurance.

P. Form W-9

The Respondent must provide Doral Academy of Texas with a current Form W-9

Q. Appendices

R. Felony Conviction Disclosure Statement

S. Criminal History Review of Contractor Employees

T. Child Support Certification

Evaluation Criteria

Proposals will be evaluated by Doral Academy of Texas based on the offer per meal/meal equivalent and the criteria categories as stated herein below (to the extent applicable). No agent for, employee of or other person in any other manner associated with a Contractor may participate in the selection process. Each area of the award criteria must be addressed in detail in the Proposal.

- **Price of Vended Meals (Maximum 40 Points)**
 - Price per meal (breakfast, lunch, & snack) clearly articulated.
- **Vendor Experience and Customer Service (Maximum 20 Points)**
 - The SFA seeks vendors who are qualified and possess experience relevant to the minimum qualifications in Attachment B. The SFA also seeks vendors that have demonstrated a consistent record of high-quality customer service to schools and the reputation of the contractor and of the contractor's goods or services. In addition, vendor shall provide SFA with vendor company information (year established, primary business, length of time the company has been providing vended meal services, and related services as described in this RFP, the duration and extent of experience the company has with similar SFA vended meal services, the ability of the vendor to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP, provide a complete list of SFAs that have discontinued or terminated your company's services in the last five (5) years and the reason(s) why, provide an organizational chart for your company, a description of lines of communication, and the responsibilities at each corporate level, provide audited financial statements or a compilation report prepared by a certified public accountant for the last three (3) years of operation, provide a description of marketing and promotional materials you will use to attract students to the program, and provide a recommended transition plan that describes the steps that will be taken to begin providing the services provided in this RFP).
The information obtained from the references and provided by vendor will be used towards this criterion.
- **Innovative Approach to Healthy Food Options (Maximum 15 Points)**
 - The SFA seeks proposals from vendors that are committed to providing healthy food to students and is creative and appealing in its execution and the extent to which the goods or services meet the Doral Academy of Texas needs.
- **References (Maximum 15)**

The vendor will provide at least three (3) customer references. References will be contacted to assess the Vendor's history in providing programs through NSLP; customer service, and program management.
- **Vendor Model to Increase Student Participation (5 Points)**
 - The SFA seeks vendors who will partner with schools to provide the benefit of school meals to the maximum number of students.
- **Nutrition Education and Awareness (5 Points)**
 - The SFA is committed to providing a school environment that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. Our expectation is that our Vendor partner will support this mission.

Doral Academy of Texas will use these criteria to award in the best interest of the Doral Academy

of Texas. Doral Academy of Texas reserves the right to reject any or all proposals or any part of any proposal.

Composition of the Evaluation Committee

The minimum composition of the evaluation committee for determining the successful bid will include at least one member from each of the following categories:

1. SFA Administrative representative (Superintendent and Business Manager)
2. Director of Federal Program
3. Child Nutrition Program representative (Cafeteria Manager)

Required Documents

The following documents are required to be included by the Respondent when submitting the proposal for the proposal to be considered complete:

- Cover Letter
- Table of Contents
- A copy of the production kitchen HACCP Plan
- A copy of the county permit to operate
- Required Attachments listed in the Checklist Below

Please note that proof of Tuberculosis (TB) clearance for all employees that will be present on the SFA site, including drivers and delivery, as well as proof of cleared background checks for all employees that will be on the SFA site will be required upon signing a contract with the SFA. SFA shall provide instructions to the selected Respondent upon approval by the Doral Academy of Texas Board of Directors.

ATTACHMENT A: Attachments Checklist

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a “√” or “x” next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a package.

√ or x	Attachment	Name of Attachment
	A	Attachments Checklist
	B	Minimum Qualifications
	C	Proposal Questionnaire
	D	Respondent References
	E	Authorization Agreement
	F	Fee Proposal
	G	Certification Regarding Lobbying
	H	Debarment and Suspension Certification
	I	Certificate of independent Price Determination
	J	21-Day Cycle Menu
	K	Buy American Provision
	L	Form CIQ – Conflict of Interest Questionnaire
	M	Request for Proposal Page
	N	Health Certificates / Food Handler Certificates and Food Establishment Inspection Reports
	O	Certificate of Insurance
	P	Form W-9
	Q	Appendices
	R	Criminal History Review of Contractor Employees
	S	Felony Conviction Disclosure Statement
	T	Child Support Certification

ATTACHMENT B: Minimum Qualifications

A Respondent must meet all the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of _____, 2025, both the Respondent's company and its key personnel meet all the following minimum qualifications:

1. The Respondent has at least 5 years of experience with food service programs.

Yes _____ No _____

2. The Respondent has the resources and ability to provide 28,000 average meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs.

Yes _____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes _____ No _____

5. The Respondent is licensed to do business in the state of Texas.

Yes _____ No _____

6. The Respondent has obtained all necessary permits, including a health permit, as required by the Texas Retail Food Code.

Yes _____ No _____

7. Contractor must be incorporated or licensed to do business in the State of Texas. Contractor must be in good standing with the State of Texas. .

Yes _____ No _____

8. The Contractor interested in submitting a proposal and providing services to Doral Academy of Texas 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 National School

Lunch Program, School Breakfast Program, and the Special Milk Program. Contractor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders. (Attachment E). .

Yes _____ No _____

9. The Contractor must be familiar with and comply with all state, county, and city health and sanitation requirements. .

Yes _____ No _____

10. The Contractor should be presently operating a comparable, successful school lunch and breakfast program in a public-school setting. .

Yes _____ No _____

11. 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 Evaluation Criteria. .

Yes _____ No _____

12. The Contractor must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to undertake a criminal history background check on all persons that are assigned to work at Doral Academy of Texas and that will have continuing duties related to the provision of goods and/or services and who have or will have direct contact with students. Any expenses associated with the background checks shall be borne by Contractor. No employee, agent, representative, volunteer, applicant for employment, or other person associated with Contractor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for Doral Academy of Texas. Contractor shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to Doral Academy of Texas for inspection and review during normal business hours of Contractor and upon the request by Doral Academy of Texas or governmental authorities. IF an employee, representative, and/or agent of Contractor is determined to be ineligible to work at a Texas public school, such employee, representative, and/or agent shall not be eligible to provide services to Doral Academy of Texas. Doral Academy of Texas reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by Doral Academy of Texas pursuant to Texas law.

Yes _____ No _____

ATTACHMENT C: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment B, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing vended meal services, and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA vended meal services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five (5) years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide audited financial statements or a compilation report prepared by a certified public accountant for the last three (3) years of operation.
7. Provide a description of promotional and marketing materials you will use to attract students to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

**ATTACHMENT D: Respondents, Offerors, Vendors, Contractors, Bidders
References**

List three references to which the Respondent has provided vended meal services within the past 3 year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

**ATTACHMENT E: Authorization Agreement
Request for Proposal for Vended Meal Services**

We, _____, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable Texas state and federal laws, regulations, pertaining to the Vended Meal Services through this Request for Proposal (RFP).
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the resulting contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for sixty (60) days subsequent to the opening of proposals.
4. That we have carefully examined all terms and conditions set forth in this RFP issued by Doral Academy of Texas.
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for Doral Academy of Texas.
6. That negligence in the preparation or presentation of, errors in, or omissions from our proposal shall not relieve us from fulfillment of all obligations and requirements in the resulting contract.

Company Name: _____

Address: _____

City, State
Zip Code: _____

Email Address: _____

Web Site
Address: _____

Name of Authorized
Representative: _____

Title of Authorized
Representative: _____

Signature of Authorized Representative

Date: _____

ATTACHMENT F: Fee Proposal

All costs are based on average daily participation of 225 number of meals served on 174 number of school days.

COST PER MEAL			
Respondent Instructions:			
⇒ Provide the cost per meal; base all food costs on the attached 21–day cycle menu.			
⇒ Prices must not include values for donated foods and must include all meal programs applicable.			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	12,528	\$	\$
Lunch	24,752	\$	\$
Snack	NA	\$	\$
Extra Entrée	\$3700	\$	\$
Adult Meals	\$100	\$	\$
Catering	\$0.00	\$	\$
TOTAL		\$	\$

ATTACHMENT G: Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant's Organization: _____

Printed Name and Title of Authorizes Representative:

Prefix: _____ First Name: _____ Last Name: _____

Suffix: _____

Title: _____

Signature: _____ Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required within 30 days of each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
03348-0046
Authorized for Local Reproduction

Reporting Entity: _____ Page ___ of ___

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Federal Use Only

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Approved by OMB 0348-004

ATTACHMENT H - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.

Pursuant to Executive Orders 12549 and 12689 and the implementing federal regulations in Parts 180 and 200 of Title 2 of the Code of Federal Regulations relating to debarment and suspension, Doral Academy is prohibited from contracting with parties that are suspended or debarred or whose owner(s), member(s) and/or principal(s) and certain employees are suspended or debarred. Vendor must certify that it and its owner(s), member(s) and/or principal(s) are not suspended or debarred under federal law and rule.

I, the undersigned agent for _____ (“Vendor”), certify that no suspension, debarment, proposed debarment, declaration of ineligibility or voluntary exclusion from participation is currently in effect, which would otherwise preclude Vendor or its owner(s), member(s) principal(s) or employees from receiving a federally funded contract under applicable federal statutes and regulations.

Signature of Authorized Representative

Date Signed

ATTACHMENT I: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Name of Respondent

- A. By submission of this offer, the Offeror (Respondent) certifies, and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - 1. The prices in this offer have been arrived at independently without, for the purposes of restricting competition, any consultation, communication, with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.
 - 2. The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor, before a bid opening (in the case of a bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - 3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

- B. Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - 1. Is the person in the Offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
 - 2. (i) Has been authorized, in writing, to act as agent for the following principles in offering that those principles have not participated in and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.

- C. Insert full names of person(s) in the Offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the Offeror’s organization.
 - (ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

- D. If the Offeror deletes or modifies subparagraph (A)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Signature of Respondent’s
Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

ATTACHMENT J: 21–Day Cycle Menu & Food Specifications

Respondent must submit a twenty-one (21) day breakfast and lunch menu, based on the below food specifications.

SFA will examine the sample menu on the three criteria: 1) meal nutrition; 2) meal variety; 3) menu compliant with USDA meal pattern requirements, and state/federal portion sizes and nutritional values.

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, produce, dairy and meat.

Meal variety: SFA will examine whether respondents provide a variety of exciting and interesting meals.

See next pages 44-46 for Nutrition Standards in the National School Lunch Program and the School Breakfast Program (Texas Department of Agriculture Food and Nutrition Division Section 8, Lunch Meals, May 2024 , Page 10 of 75 and Texas Department of Agriculture | Food and Nutrition Division Section 7, Breakfast Meals, May 2024, Page 10 of 58).

Nutrition Standards in the National School Lunch Program (NSLP)—Meal Pattern Chart
Minimum Amount of Each Food Component Per Week (Minimum Offering Per Day)

Pre-Kindergarten (Pre-K) Lunch Daily			School Age Daily and Weekly				
Meal Pattern Components	Age 1-2	Age 3-5	Meal Pattern Components	Grades K-5	Grades 6-8	Grades K-8	Grades 9-12
Milk, Unflavored Age 1, whole milk Age 2-5, 1 percent low fat or fat free	(1/2) cup	(3/4) cup	Milk, Unflavored or flavored fat free or 1 percent low fat	5 (1) cups	5 (1) cups	5 (1) cups	5 (1) cups
Fruits ²	(1/8) cup	(1/4) cup	Fruits	2 1/2 (1/2) cups	2 1/2 (1/2) cups	2 1/2 (1/2) cups	5 (1) cups
Vegetables	(1/8) cup	(1/4) cup	Vegetables	3 3/4 (3/4) cups	3 3/4 (3/4) cups	3 3/4 (3/4) cups	5 (1) cups
			Dark Green	1/2 cup	1/2 cup	1/2 cup	1/2 cup
			Red/Orange	3/4 cup	3/4 cup	3/4 cup	1 1/4 cups
			Beans/Peas (Legumes)	1/2 cup	1/2 cup	1/2 cup	1/2 cup
			Starchy	1/2 cup	1/2 cup	1/2 cup	1/2 cup
			Other	1/2 cup	1/2 cup	1/2 cup	3/4 cup
Additional Vegetable	1 cup	1 cup	1 cup	1 cup	1 1/2 cups		
Grains, ³ Whole Grain-Rich or Enriched			Grains, 80% Whole Grain-Rich per week	8.0-9.0 (1.0) oz eq	8.0-10.0 (1.0) oz eq	8.0-9.0 (1.0) oz eq	10.0-12.0 (2.0) oz eq
Bread product such as biscuit, roll, or muffin	(0.5) oz eq						
Cooked breakfast cereal, cereal grain, ⁴ and/or pasta	(0.5) oz eq						
Meat/Meat Alternates ⁵			Meat/Meat Alternates	8-10 (1) oz eq	9-10 (1) oz eq	9-10 (1) oz eq	10-12(2) oz eq
Lean meat, poultry, or fish	(1.0) oz eq	(1.5) oz eq	Other Nutrient Specifications: Daily Amount Based on the Average for a 5-Day Week				
Tofu, soy product, or alternate protein products	(1.0) oz eq	(1.5) oz eq	Min-Max Calories (kcal)	550-650	600-700	600-650	750-850
Cheese	(1.0) oz eq	(1.5) oz eq	Saturated Fat % of total calories	< 10	< 10	< 10	< 10
Large egg	(1.0) oz eq	(1.5) oz eq	Sodium Target (mg)	≤ 1110 mg	≤ 1225 mg	≤ 1110 mg	≤ 1280 mg
Cooked dry beans or peas	(0.5) oz eq	(0.75) oz eq	Trans Fat	Product nutrition label/manufacturer specification must indicate 0 grams of trans fat per serving.			
Peanut butter, soy nut butter, or other nut or seed butter	(1.1) oz eq	(1.7) oz eq					
Yogurt, plain, or flavored unsweetened or sweetened	(4.0) oz eq	(6.0) oz eq					
Peanuts, soy nuts, tree nuts, or seeds	(0.5) oz eq	(0.75) oz eq					

¹ For K-12, one choice of milk must be unflavored at each meal service.

² Juice must be full strength (100 percent juice) and may be used to meet the vegetable or fruit requirement at one meal per day, including snack. For pre-k, a vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

³ For pre-K, at least one serving per day, across all meals served must be whole grain-rich; remaining servings for the day must be enriched. Grain-based desserts (i.e., cereal bars, breakfast bars, granola bars, sweet rolls, sweet pie crusts, doughnuts, toaster pastries, cake, brownies, etc.) are not creditable toward meeting the grains requirement.

⁴ For pre-K, breakfast cereals must be at least 50% whole-grain rich, enriched, or fortified and contain no more than 6 grams of sugar per dry ounce (21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces. Any combination of peanuts, soy nuts, tree nuts, or seeds may be credited to meet 50% of the minimum amount to be served.

Nutrition Standards in the School Breakfast Program (SBP)—Meal Pattern Chart

Minimum Amount of Each Food Component Per Week (Minimum Offering Per Day)

Pre-Kindergarten (Pre-K) Daily			School Age Daily and Weekly				
Meal Pattern Components	Age 1-2	Age 3-5	Meal Pattern Components	Grades K-5	Grades 6-8	Grades 9-12	Grades K-12
Milk , Unflavored Age 1, whole milk Age 2-5, 1 percent low fat or fat free	(1/2) cup	(3/4) cup	Milk , Unflavored or flavored fat free or 1 percent low fat ¹	5 (1) cups	5 (1) cups	5 (1) cups	5 (1) cups
Fruits (and Vegetables) ²	(1/4) cup	(1/2) cup	Fruit (and Vegetables) ³	5 (1) cups	5 (1) cups	5 (1) cups	5 (1) cups
Grains , ⁴ Whole Grain-Rich or Enriched			Grains , 80% Whole Grain-Rich per week	7.0-10.0 (1.0) oz eq	8.0-10.0 (1.0) oz eq	9.0-10.0 (1.0) oz eq	9.0-10.0 (1.0) oz eq
Bread Product (i.e., biscuit, roll, muffin)	(0.5) oz eq		Nutrient Specifications: Daily Amount Based on Average 5-Day Week				
Cooked: Cereal, Cereal Grain, Pasta	(0.5) oz eq		Min-Max Calories (kcal)	350-500	400-550	450-600	450-500
			Saturated Fat % of total calories	< 10	< 10	< 10	< 10
Ready-To-Eat Breakfast Cereal, Dry or Cold: ⁵ Flakes or Rounds Puffed Cereal Granola	(0.5) oz eq (0.7) oz eq (0.2) oz eq		Sodium Target (mg)	T1 ≤ 540 mg	T1 ≤ 600 mg	T1 ≤ 640 mg	T1 ≤ 540 mg
			Trans Fat	Product nutrition label/manufacturer specification must indicate 0 grams of <u>trans</u> fat per serving.			

¹ For K-12, one choice of milk must be unflavored at each meal service.

² Juice must be full strength (100 percent juice) and may be used to meet the vegetable or fruit requirement at one meal per day, including snack.

³ Through June 30, 2024, CEs may substitute any vegetable from any subgroup in place of a fruit.

⁴ For pre-K, at least one serving per day, across all meals served must be whole grain-rich unless a meat/meat alternate is being served in place of grain that day. Remaining servings for the day must be enriched. Meat/Meat alternates may be substituted for the entire grain requirement a maximum of three times a week. See the *Meat/Meat Alternates* subsection in *Administrator's Reference Manual (ARM), Section 9, Pre-Kindergarten (Pre-K) Meals* for more information on this topic. Grain-based desserts (i.e., cereal bars, breakfast bars, granola bars, sweet rolls, sweet pie crusts, doughnuts, toaster pastries, cake, brownies, etc.) are not creditable toward meeting the grains requirement.

⁵ Breakfast cereals must be whole grain-rich, enriched, or fortified and contain no more than 6 grams of sugar per dry ounce (21.2 grams sucrose and other sugars per 100 grams of dry cereal).

Food Specifications

All Food Specifications must meet requirements of the United States Department of Agriculture ("USDA") *Food Buying Guide* ("FBG"), Texas Public School Nutrition Policy ("TPSNP"), and TDA's Administrative Reference Manual ("ARM")

- All USDA-donated commodities offered to the CE and made available to CONTRACTOR are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

For all other food components, specifications shall be as follows:

- Breads, bread alternates, and grains must be made from whole-grain. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the FBG. If applicable, product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by USDA and must be free from off color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flour must be whole grain for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or

low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.

- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year (Fat-Free Chocolate Milk, Fat-Free Skim Milk, and 1% Low-Fat Milk). The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.

Attachment K: Buy American Provision

**BUY AMERICAN PROVISION CERTIFICATION FORM FOR
FOOD PURCHASES**

Not all Items are purchased for ALL SFA's Depending on Contract and School Preferences as of June 2018

SFA: _____

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all food products bid by the company that do not meet the definition of "domestic". This document must be included as a part of the bid. This document is provided in Microsoft Word format, so the vendor may add additional food items.

I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.

I certify that all food products bid by my company are 100% produced in the U.S. or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below.

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM
	<p>_____ This product includes _____ % U.S. content.</p> <p>_____ The product is grown in _____</p> <p>_____ This product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product</p> <p>List prices and unit size below for item to be considered:</p> <p>Price of Domestic or U.S. Grown product per unit: \$ _____</p> <p>Unit size of Domestic or U.S. Grown product: _____</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM
	<p>_____ This product includes _____ % U.S. content.</p> <p>_____ The product is grown in _____</p> <p>_____ This product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product</p> <p>List prices and unit size below for item to be considered:</p> <p>Price of Domestic or U.S. Grown product per unit: \$ _____</p> <p>Unit size of Domestic or U.S. Grown product: _____</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM
	<p>_____ This product includes _____ % U.S. content.</p> <p>_____ The product is grown in _____</p> <p>_____ This product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product</p> <p>List prices and unit size below for item to be considered:</p> <p>Price of Domestic or U.S. Grown product per unit: \$ _____</p> <p>Unit size of Domestic or U.S. Grown product: _____</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM
	<p>_____ This product includes _____ % U.S. content.</p> <p>_____ The product is grown in _____</p> <p>_____ This product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product</p> <p>List prices and unit size below for item to be considered:</p> <p>Price of Domestic or U.S. Grown product per unit: \$ _____</p> <p>Unit size of Domestic or U.S. Grown product: _____</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM
	<p>_____ This product includes _____ % U.S. content.</p> <p>_____ The product is grown in _____</p> <p>_____ This product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product</p> <p>List prices and unit size below for item to be considered:</p> <p>Price of Domestic or U.S. Grown product per unit: \$ _____</p> <p>Unit size of Domestic or U.S. Grown product: _____</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM
	<p>_____ This product includes _____ % U.S. content.</p> <p>_____ The product is grown in _____</p> <p>_____ This product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product</p> <p>List prices and unit size below for item to be considered:</p> <p>Price of Domestic or U.S. Grown product per unit: \$ _____</p> <p>Unit size of Domestic or U.S. Grown product: _____</p>

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM
	<p>_____ This product includes _____ % U.S. content.</p> <p>_____ The product is grown in _____</p> <p>_____ This product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product</p> <p>List prices and unit size below for item to be considered:</p> <p>Price of Domestic or U.S. Grown product per unit: \$ _____</p> <p>Unit size of Domestic or U.S. Grown product: _____</p>

Company Name _____

Signature: _____

Title: _____

Date: _____

SFA Name:		
Approval:	Title:	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(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

3 Name of local government officer about whom the information 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

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/hlm/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 § 176.003(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

ATTACHMENT M:

REQUEST FOR PROPOSAL SIGNATURE PAGE AND LETTER OF AUTHORIZATION OF DESIGNATED EMPLOYEE TO ACT ON BEHALF OF VENDOR, OFFEROR, RESPONDENT, CONTRACTOR, OR BIDDER

Proposals will be received no later then (1:00 p.m. CST) on **April 1, 2025**, for supplying Doral Academy of Texas with vended meal services for the 2025 – 2026 school year with three (3) one-year renewal options.

Proposals, subject to all the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto, will be received in the Business Office and shall be marked on the envelope **“FRESH PREPARED VENDED MEAL SERVICES REQUEST FOR PROPOSALS: #2025-001”**.

In accepting proposals, Doral Academy of Texas 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 Doral Academy of Texas.

Additional information required to adequately respond to this **Request for Proposal** maybe obtained from Guadalupe Zapata Procurement Manager via email: gzapata@academicasw.org

The RFP, in its entirety, including the instructions to Vendors (Respondents, Offerors, Contractors, Bidders), 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 RFP, in its entirety, including the instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and hereby submit our proposal responsive thereto. I/we understand that if selected and a contract is awarded, the RFO, in its entirety, including the instructions to Vendors, Stand Terms & Conditions, Specific Terms & Conditions, exhibits and charts attached hereto will become a part of the contract between the vendor for services as indicated below and Doral Academy of Texas.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TITLE _____

TELEPHONE _____ DATE _____

**Letter of Authorization of Designated Employee to Act on Behalf of Vendor,
Offeror, Respondent, Contractor, or Bidder**

This letter of Authorization must be placed on company letterhead and submitted in support of Attachment M of the RFP.

I/We the undersigned, hereby authorize _____
To act on behalf of _____(insert name of company) in all
matters relating to the completion and submission of a proposal responsive to Doral
Academy of Texas' Request for Proposal for Fresh Prepared Vended Meals
Services REP #2025-001, including signing of all documents relating to the RFP.
Any and all acts carried out by _____ on behalf of _____
(insert name of company) shall have the same effect as acts of our own.

This authorization is valid until further written notice
From _____ (insert company name). Sincerely,

Company Counsel or Company Officer

Name and Title

Date

Company Counsel or Company Officer

Name and Title

Date

ATTACHMENT N – HEALTH CERTIFICATE

Instruction to vendor: The vendor must attach behind this form cover sheet a health certificate (or a notarized copy of same) issued by the state or local municipality for the food preparation facility to be used to prepare the vended meals under this RFP. Failure to provide a health certificate pursuant to this and other instruction shall disqualify the proposal.

ATTACHMENT O – CERTIFICATE OF INSURANCE

Instruction to vendor: The vendor must attach behind this form cover sheet a Certificate of Insurance (or a notarized copy of same) demonstrating that it has and maintains Workers' Compensation, General Liability, and Fidelity Bonding insurance. Failure provide this proof pursuant to this and other instruction shall disqualify the proposal.

ATTACHMENT P – IRS FORM W-9

Instruction to vendor: The U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, that follows this page must be completed legibly, either handwritten or typed. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

ATTACHMENT Q – APPENDICES

The appendices included in this section contain information relevant to this Request for Proposal and to the preparation of a responsive proposal.

**EXHIBIT 1: SCHOOL INFORMATION, ENROLLMENT, DELIVERIES,
ORDERING,
STAFFING, MEAL PRICING, LOCATION & SCHOOL CALENDAR**

CHART 1: SCHOOL INFORMATION

School Name and Address	# of Students Enrolled by Grade		% Free/Reduced	Serving Days	Meal Times
Doral Academy of Texas 1333 Firecracker Dr.. Buda, TX 78610 *Based on 2024-2025	PK	60	Free - Reduced 50.77%	174	B: 7:30a-8:00a L:10:30a -12:20p
K-5	292				
6-8	148				
9-12	0				

CHART 2: PROJECTED ENROLLMENT BY CAMPUS 2025 - 2026 SY

School Name and Address	# of Students Enrolled by Grade		Estimated # of Serving Days	Meal Times
Doral Academy of Texas 1333 Firecracker Dr. Buda, TX 78610	PK	40	174	B: 7:30a-8:00a L: 10:30a -12:20p
	K-5	243		
	6-8	100		
	9-12	0		

CHART 3: DELIVERY SITE & DELIVERY TIMES

School Name and Address	Delivery Site	Delivery Time		
Doral Academy of Texas 1333 Firecracker Dr. Buda, TX 78610 *Based on 2024-2025 SY	1333 Firecracker Dr.	Breakfast & Snack: 8:00a -4p		

CHART 4: Meal Order Times

School Name and Address	
Doral Academy of Texas 1333 Firecracker Dr. Buda, TX 78610 *Based on 2024-2025 SY	Meal order times shall be determined and mutually agreed upon by both parties

CHART 5: Cafeteria Staffing

School Name and Address	
Doral Academy of Texas 1333 Firecracker Dr. Buda, TX 78610 *Based on 2024-2025 SY	Cafeteria staffing shall be determined by the number of students enrolled and by the number of items being prepared on site

CHART 5: Meal Pricing

School Name and Address	
Doral Academy of Texas 1333 Firecracker Dr. Buda, TX 78610 *Based on 2024-2025 SY	Student Meals: B: free to all eligible students L: free to all eligible students S: free to all eligible students

CHART 6: Food Service Information - Site Location School Calendar

School Name and Address	
<p>Doral Academy of Texas 1333 Firecracker Dr. Buda, TX 78610</p> <p>*Based on 2024-2025 SY</p>	

2025-2026 Draft

The proposed calendar for the 2025-2026 School Year includes 175.5 instructional days using 135 minutes for the calculation of instructional minutes.

13 Days AUGUST (25) S M T W T F S 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	21.5 Days SEPTEMBER S M T W T F S 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	22 Days OCTOBER S M T W T F S 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	Calendar Key First & Last Day of School Professional Development Early Release Holiday / Schools Closed Grading Period Start/End	
14 Days NOVEMBER S M T W T F S 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	15 Days DECEMBER S M T W T F S 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	18 Days JANUARY (26) S M T W T F S 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30		Important Dates Date(s) Description August 1-August 12 Professional Development August 13th First Day of School
10 Days FEBRUARY S M T W T F S 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27	22 Days MARCH S M T W T F S 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	18 Days APRIL S M T W T F S 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30		
16 Days MAY S M T W T F S 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	16 Days JUNE S M T W T F S 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	16 Days JULY S M T W T F S 1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31		

Student Assessment Testing Windows			Grading Periods			
Type	Window	Exams Administered	Period	Date Range	WKS.	Days
STAAR	12/3/24 - 12/13/24	Algebra I, English I, English II, Biology, U.S. History	1st Quarter	8/19/2024 - 10/18/2024		42.50
TELPAS	2/17/25 - 3/28/25	K-12 Listening, Speaking, Reading, & Writing	2nd Quarter	10/21/2024 - 12/20/2024		38.50
TELPAS ALT	2/17/25 - 3/28/25	Alternate K-12 Listening, Speaking, Reading, & Writing	3rd Quarter	1/7/2025 - 3/21/2025		45.50
STAAR ALT	3/17/25 - 4/18/25	STAAR Alternate 2 Grades 3-8 and ECC Assessments	4th Quarter	3/24/2025 - 5/30/2025		47.00
STAAR	4/8/25 - 4/18/25	Grades 3-8 Reading Language Arts, English I & II				
STAAR	4/15/25 - 4/25/25	5th Science, 8th Science, 8th Social Studies, Biology, U.S. Hist				
STAAR	4/22/25 - 5/2/25	3rd - 8th Mathematics, Algebra I				
STAAR	8/17/25 - 8/27/25	Algebra I, English I, English II, Biology, U.S. History				
				Total		173.50
					Minutes	78075

The Texas Education Agency requires Public and Open Enrollment Charter Schools to deliver 78,500 minutes of instruction. Doral Academy of Texas schools have 78,075 instructional minutes built into the Academic Calendar

Doral Academy of Texas
 1333 Firecracker Dr.
 Buda, TX 78610

APPENDIX 1

Regulations – Operations of Federally-Funded Child Nutrition Programs

The SFA and Vended Food Company must comply with the following regulations that govern the operation of the Federally funded Child Nutrition Programs

In the execution of the contract, the successful vendor agrees to comply with the regulations set forth in Parts 210 and 220 of Title 7 of the Code of Federal Regulations (“7 CFR”) and Part 200 of 2 CFR. Importantly, the successful vendor agrees to comply with the meal requirements for lunches and afterschool snacks promulgated in 7 CFR §210.10 and the meal requirements for breakfasts set forth in 7 CFR §220.8. Additionally, the successful vendor agrees to meet or exceed the meal requirements established by the U.S. Department of Agriculture and Texas Department of Agriculture.

APPENDIX 2

CONTRACT PROVISIONS

With respect to the use of federal funds for the procurement of goods and services, pursuant to § 200.326 of Title 2 to the Code of Federal Regulations (“2 CFR”) and Appendix II to 2 CFR 200, the following contract provisions are hereby made a part of this Request for Proposal and the resulting contract between Doral Academy of Texas (“School”) and Vendor.

- A. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by School must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. School must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. School must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by School in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- H. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- I. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. Byrd Anti-Lobbying. Contractors that apply or proposal for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
- K. Procurement of Recovered Materials. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I, the undersigned agent for the company named below, represent that the company agrees to the contract provisions set forth on this form.

Company Name: _____

Signature of Authorized Representative

Date Signed

APPENDIX 3

Written Code of Conduct for Procurement

Further to the Texas Department of Agriculture (TDA) Nutrition Services Division, Title 2 Code of Federal Regulations, Doral Academy of Texas, will adhere to the following Code of Conduct for Procurement for Vended Meal contracts.

ALL PROCUREMENTS MUST ENSURE THAT THERE IS FULL AND OPEN COMPETITION AND ADHERE TO THE MOST RESTRICTIVE FEDERAL/STATE/LOCAL REQUIREMENTS.

Procedures: The responsibility of securing the annual vended meal contract for Doral Academy of Texas falls to the Superintendent of Schools. The Superintendent of Schools will procure contracts only with companies that meet all state and federal regulations for participation in the National School Lunch Program. The procedure must be administered with integrity and transparency.

Following the guidelines set forth by the Texas Department of Agriculture (TDA) and the National School Lunch Program (NSLP) Administrative Reference Manual, Section 17, Procurement, dated August 12, 2020, any food contract exceeding \$50,000 shall follow a competitive bid process. Doral Academy of Texas' internal controls, lines of authority and segregation of duties also apply to any final contract awarded.

To prohibit conflicts of interest in the awarding of lunch vendor contracts, best practices for securing said contracts mandate the following include the following procedures:

- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal, state, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value
- The standards of conduct must provide for disciplinary actions to be applied for actions of such standards by officers, employees, or agents of the non-federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

Questions and concerns regarding procurement solicitations, contract evaluations, and award, must be directed to Guadalupe Zapata.

ATTACHMENT R
Criminal History Review of Contractor Employees

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

Definitions:

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

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

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

All contractors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Please complete the information below:

I, the undersigned agent for <<Contractor Name>> ("Contractor"), certify that [check one]:

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

Or

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

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

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

Signature of Contractor Official

Date

ATTACHMENT S – FELONY CONVICTION DISCLOSURE STATEMENT

Instruction to Vendor: This form must be completed legibly, either handwritten or typed. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Contractor, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Additionally, in accordance with this state law, "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 [...] or misrepresented the conduct resulting in the conviction." In this event, "The district must compensate the person or business entity for services performed before the termination of the contract." Section 44.034 "does not apply to a publicly held corporation."

I, the undersigned agent for _____ ("Vendor"), 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 is a publicly held corporation; therefore, this reporting requirement is not applicable.
- Vendor is not owned or operated by anyone who has been convicted of a felony.
- Vendor is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

Signature of Authorized Representative

Date Signed

ATTACHMENT T – CHILD SUPPORT CERTIFICATION



**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