

Academy of Visual and Performing Arts (AVPA)

Vended Meal Services for:
School Breakfast Program
National School Lunch Program
Seamless Summer Option

REQUEST FOR PROPOSALS
FOR
Vended Meals
2023-2024

LEGAL NOTICE

Notice is hereby given that the Academy of Visual and Performing Arts intends to examine methods to provide meals to students for its single site campus.

No offer of intent to enter into a contract with any party for vended food service should be construed from this legal notice. The School will enter into a contract for services only if, in the sole opinion of the School, it is in the School' best interest to do so.

All costs involved in submitting proposals to the School or alternatives to any current food service program shall be borne in full by the interested party and should be included in a total price for each meal. A copy of the **Request for Proposal** can be obtained on the School's websites: <https://avpaSchools.org/>. Questions can be directed to Alvin Collins at acollins@avpaSchools.org.

The School reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the School. The School further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that the School determines not to be in the best interest of the School. This Request for Proposal is issued pursuant to 2 C.F.R. 200.320(d).

VENDED MEAL SERVICES

PROPOSALS DEADLINE: JUNE 20, 2023, BY 1:00 PM CST

BACKGROUND

The Academy of Visual and Performing Arts (“AVPA” or the “School”) is a single site charter School located in Fort Worth, TX. AVPA will operate as a new School food authority with the Texas Department of Agriculture in the 2023-2024 School year, and will serve approximately 320 students, grades 6-7.

Within the first year of operation, AVPA will reside in a temporary building located at 305 W Broadway Ave, Fort Worth, TX 76104. The temporary location will be a shared space with Broadway Baptist Church, where AVPA will have limited access to the kitchen area. AVPA plans to purchase or rent equipment as an effort to operate breakfast and lunch independently in the multi-purpose room.

AVPA is in the process of constructing a permanent building, located at 801 W Shaw St, Fort Worth, TX 76110. The new location is expected to be complete in time for the School year 2024-2025, in which AVPA will have a full operating kitchen.

AVPA plans to grow by an additional 160 students each year for a total of 1,120 students by the year 2028-2029, grades 6-12.

SY 2023-2024	Grade 6-7	320
SY 2024-2025	Grade 6-8	480
SY 2025-2026	Grade 6-9	640
SY 2026-2027	Grade 6-10	800
SY 2027-2028	Grade 6-11	960
SY 2028-2029	Grade 6-12	1,120

AVPA has a mission of providing a safe, challenging learning environment that cultivates students’ academic and artistic excellence. To help support AVPA scholars, AVPA is seeking a food Vendor that can provide freshly made, nourishing meals for our students.

INSTRUCTIONS TO VENDORS

1. At any time prior to the specified time and date set for proposal opening as set forth above, a Vendor (**Note:** or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Proposals must be submitted in sufficient time to be received and date/time stamped at Academy of Visual and Performing Arts on or before the published deadline date and time shown on the RFP.

Please submit an electronic copy via email to: Mr. Alvin Collins, acollins@avpaSchools.org; Dr. Stephanie Love, slove@avpaSchools.org; cc: jenna@sfgroup.org. Hard copy proposals will not

be accepted.

5. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
6. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
7. Periods of time, stated as the number of days, are calendar days.
8. It is the responsibility of all Vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
9. Awards, if any, shall be made with reasonable promptness to the Vendor(s) whose proposal(s) in accordance with the Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to the School. The award(s) may be made on the basis of factors other than the lowest price proposal.
10. Notwithstanding any other provision of this Request for Sealed Proposal (including all attached documents), the School expressly reserve the right to:
 - a. Waive any insignificant defect or informality in any proposal procedure.
 - b. Reject any or all proposals.
 - c. Reissue a **Request for Proposal**.
11. A proposal, in response to a **Request for Proposal**, is an offer to contract with the School based upon the terms, conditions, and specifications of this proposal.
12. Each Vendor shall guarantee to the School that the proposal submitted and the price offered by the Vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
13. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST ACADEMY OF VISUAL AND PERFORMING ARTS AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.
14. All questions must be submitted in writing to Mr. Alvin Collins, acollins@avpaSchools.org, Dr. Stephanie Love, slove@avpaSchools.org; cc: jenna@sfgwgroup.org no later than **Friday June 9, 2023, before 3:00 PM.**

Specific Terms and Conditions:

- I. Qualifications of Vendor: Each Vendor must submit for consideration such records of work and further evidence as may be required by the School regarding experience, financial standing, and assurance that they have, or promptly will provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause

for the rejection of the proposal or termination of the contract if after award is made. The qualification data shall be submitted by each Vendor along with the sealed proposal and shall include the information and format as follows:

- A. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in good standing with the State of Texas.
- B. The Vendor interested in submitting a proposal and providing services to the School under contract should be familiar with the State and federal laws and regulations pertaining to operations in a public and/or private School setting and vended meal services under the federal lunch and breakfast program, and seamless summer option. Vendor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders.
- C. The Vendor must be familiar with and comply with all State, county, and city health and sanitation requirements.
- D. The Vendor should be presently operating a comparable, successful School lunch and breakfast program, and seamless summer option in a public and/or private School setting.
- E. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Criteria Evaluation Worksheet.
- F. The Vendor shall execute an authorization to permit the School to obtain criminal history records on any employee, agent, representative, volunteer, applicant for employment, or other person associated with the Vendor who will perform duties on the School' property or other location where the 'School students are regularly present. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the Vendor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the School. The Vendor shall certify that it will ensure that this requirement is met.

II. General Provisions.

- A. Representatives from the School reserve the right to inspect the Vendor's facilities at any time during the contract and other food service operations under its management during the procurement process or after award of the contract.
- B. Extent of Food Services Required: A reimbursable lunch served and delivered and a reimbursable breakfast served and delivered, in accordance with the U. S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Since the School participates in the National School Lunch and Breakfast Programs, surplus food commodities are available for use in the lunch and breakfast program, and it is the intent of the School that such items will be included in menus to the greatest extent possible. Occasionally, special food services are requested for functions other than the regular lunch periods. Interested Vendors should include in the proposal provision for accommodating such special requests.
 - 1. Meal Pattern Requirements: Vendor will serve reimbursable meals in accordance with the following meal pattern:

NSLP lunches must meet the regulations outlined in the final rule (77 FR 4088) titled Nutrition Standards in the National School Lunch and School Breakfast Programs as a result of the Healthy, Hunger-Free Kids Act in 2010 and the 2010 Dietary Guidelines for Americans. The meal pattern outlined in this rule is food-based and divided into age/grade groups. The meal pattern focuses on specific nutrient standards: calories, sodium, and saturated and trans fat.

(Note: See Texas Department of Agriculture Child Nutrition Programs Administrative Reference Manual for menu planning details.)

2. The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products for use in preparation of the meals served under the resulting contract.
3. Regarding USDA Donated Foods (Commodities): All contracts must contain provisions that:
 - i. Reaffirm the LEF's option to receive USDA donated foods and make them available to the Vended Meals Company including processed donated foods only if those donated foods accrue to the benefit of the charter School nonprofit School food service and are utilized within;
 - ii. Prohibit use of USDA donated foods for special functions conducted outside the nonprofit School food service;
 - iii. Address ordering procedures, proper utilization, storage practices and inventory control;
 - iv. Specify the method and frequency by which the charter School will be given full value of USDA donated foods. In fixed-price contracts, in order to document the commodity value-pass-through, the contract should specify that the credits or reductions will be indicated on the invoices to the charter School;
 - v. Specify that the Vended Meals Company accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods;
 - vi. Require that the Vended Meals Company maintain accurate and complete records with respect to receipt, use/disposition, storage, and inventory of USDA donated foods;
 - vii. Retain the right to assert claims against other persons to whom USDA donated foods are delivered for care, handling, or distribution and to take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA donated foods.
4. The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. Reimbursable meals will be warmed on-site by designated staff.
6. The reimbursable meals will be cooked and prepared offsite by the Vendor and delivered daily to the School in prepackaged/unitized containers. Utensils, napkins, straws, and condiments shall be included with the per meal pricing.
7. Reimbursable meals will be transported by the Vendor in accordance with state and local sanitation and temperature requirements and delivered to the School at the stipulated times.

D. Recordkeeping

1. The School will be responsible for maintaining records pertaining to the meal program, including but not limited to CN labels, Product Formulation Statements, Menus, production records, etc.
2. All documentation or records will be kept on file for a minimum of five years.

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

1. Vendor shall adhere to the free and reduced-price policy requirements as established by USDA.
2. Vendor may make recommendations to the School regarding the quality, extent, and general nature of the food service operation and the prices to be charged for meals and other food, but the School will retain control over such aspects of the food service operation and shall have the right to make the final decisions regarding such matters.
3. Vendor shall comply with the Buy American requirement set forth in 7 C.F.R. § 220.16(d).

Buy American

Section 104(d) amended section 12 of the NSLA (42 U.S.C. 1760) to require SFAs participating in the NSLP and SBP to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51 percent of the processed food comes from American produced products). The VENDOR shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review Vendor purchase records to ensure compliance with Buy American provision. The VENDOR shall comply with the Buy American provision for contracts that involve the purchase of food as required by Title 7 CFR, part 210.1-33.

If the distributor, supplier, or Vendor is repetitively unable to provide domestic food products, the School may consider this inability to provide domestic food products in determining if the entity is able to fulfill the specifications, technical requirements, and terms and conditions of the contract. It is the School's responsibility to ensure that food

products are sourced domestically. In all cases, the School —not the distributor, supplier, or Vendor—must determine that the use of a non-domestic food product is appropriate. The distributor, supplier, or Vendor may provide information that will assist the School in this determination; however, the decision to purchase or accept delivery of a non-US product must be made by the School.

Requirements:

The SFA participates in meal programs that require the use of nonprofit School food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections part 210.1-33. The VENDOR must:

1. Submit certification statements for all processed agricultural products. The VENDOR must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. Request SFA approval prior to delivering a nondomestic agricultural commodity or product. If the VENDOR cannot comply with #1 above, the VENDOR must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

- a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
- b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
- c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

4. Vendor shall comply with all applicable environmental rules and regulations in accordance with federal and state law and local code and ordinance.
5. Vendor shall comply with all rules and regulations regarding conflicts of interest set forth in 2 C.F.R. § 200.318(c)(1); Tex Loc Gov't Code 171.
6. Vendor shall demonstrate the means to avoid unnecessary or duplicative purchases set forth in 2 C.F.R. § 200.318(d).
7. Vendor shall provide data to be used by the School to support their official counts for federal funding.

8. Vendor shall grant access to the School or any other authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
9. Contract: Unless otherwise specified, this contract shall be valid from **7/1/2023 – 6/30/2024**. This contract may be renewed for up to four additional one-year terms if mutually agreeable to all concerned parties. A sixty (60) day cancellation clause on the part of either party will be included.
10. Penalties: If the Vendor fails to perform and such failure to perform results in the School losing federal funds or having to reimburse funds already received, the Vendor shall owe to the School the amounts lost by the School due to such failure of performance.
11. The Contract will be kept on file for 5 years and will be available for review by the United States Department of Agriculture and the Texas Education Agency and other appropriate State and Federal agencies.

F. Vendor's Fees, Billing & Payment

1. The charge to the School for the Vendor's per-meal fee is to be clearly identified in the proposal as a total cost per meal for breakfast and a total cost per meal for lunch, as well as seamless summer total cost per meal. The per-meal fee shall include all of the components of the meal and all Vendor costs incorporated into that fee.
2. Number of meals will be determined based on the School records and the Vendor shall bill the School for meals ordered.
3. The School shall be billed on a monthly basis. Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared, accurate and submitted invoice, whichever is later.
4. No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet the specifications developed by the School, or do not otherwise meet the requirements of the Contract, if any, entered into pursuant to this proposal; provided however, that no deduction shall be made unless School shall give the Vendor written notification of the meal service for which the deduction is to be made, specifying the number of meals for which School intend to deduct payment and setting forth the reasons for the deduction. School shall provide such notice not later than 5 days after the date the meal was served. The Vendor shall prepare and store at proper temperatures a sample meal for each meal served at the School for the number of days chosen for the written notification period to serve as documentation of these criteria.
5. If any invoices presented for payment are not paid within the number of days specified in the Contract, the charges from the invoice may be subject to a late fee, the terms of which must be outlined in the Contract. Any late fees must be

paid from the General Fund. **The contract must state that no food service account funds shall be used for payment of interest or late fees.** Interest charged to the School by a Vendor for late payment of invoices cannot exceed one percent of the balances of the invoice due, per month, as stipulated by State law.

6. Under Federal law, the School may not consider proposals that include as a form of payment or compensation to the Vendor in which the expenses of the food services accrue to the Vendor, in which the payment is based on a cost plus a percentage of cost basis, or in which the payment is based on cost plus a percentage of income.

III. Miscellaneous Provisions

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

IV. Contract Management

- A. Under a Vended Meal program, the School is responsible for maintain overall operation and management for the child nutrition program. The School is also responsible for:
 - a. Determining if the meal served meets the meal pattern at the point of service (POS)
 - b. Coding a meal as reimbursement in the POS system
 - c. Counting and collecting data for meal claims
- B. The School will be responsible for providing all employees needed for the service of breakfast, lunch, snacks, and supper meals; the Vendor will provide staff as requested by the School at the expense of the School. Cashier service will be provided by the School. Clean-up for the cafeteria after meal service will be responsibility of the School.
- C. The School will effectively manage the Contract award by ensuring the following:
 - a. The School will ensure that the use of nonprofit School food service account funds are compliant with federal, state, and local regulations and guidance;
 - b. The School will ensure that all specifications, technical requirements, and terms and conditions of the contract are executed correctly; and
 - c. The School will ensure that they do not cover the cost of duplicative services.
- D. The School will ensure purchased products and/or services are included in the quantity described in the solicitation and contract.
- E. The School will ensure purchased products and/or services are made as described in the contract from the contractor.

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

F. USDA Commodities

- a. The Vendor shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit School food program (7 CFR, Section 210.1-33).
- b. In accordance with 7 CFR, Section 250.53, the Vendor shall comply with the following provisions relating to the use of donated foods, as applicable:
 - i. The Vendor must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the School year or fiscal year. The credit must include the value of donated foods contained in processed end products if the Vendor procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 CFR, Section 250.51[a]).
 - ii. The Vendor shall account for the full value of donated foods (7 CFR, Section 250.51) by:
 1. Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 2. Using the Average Price File for the School year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at:
 - a. <http://www.fns.usda.gov/fdd/processor-pricing-reports>.
- c. The Vendor will be responsible for any activities relating to donated foods in accordance with 7 CFR, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 CFR, Part 250.
- d. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
- e. The Vendor must use all donated beef, pork, and all processed end products, in the recipient agency's food service, 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 recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 CFR, Section 250.51[d]).
- f. The Vendor shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 CFR, Section 250.53[a][7]).
- g. The method and frequency of crediting donated foods will be in accordance with 7 CFR, Section 250.51(b). The Vendor must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
- h. The Vendor will provide assurance that it will not itself enter into the processing

agreement with the processor required in subpart C of 7 CFR, Part 250 (7 CFR, Section 250.53[a][8]).

- i. The Vendor will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 CFR, Section 250.53[a][9]).
- j. The Vendor will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 CFR, Section 250.54(b).

SPECIFICATIONS

- A. The purpose of the **Request for Proposal** is to obtain complete data, from each interested Vendor, to be considered in the award of the vended meals contract for the food service program to enable the School to determine which Vendor is best able to meet the criteria of the School. Each interested Vendor shall furnish as part of this proposal a complete general description of experience in the field of food service and School Lunch, Seamless Summer and Breakfast Programs.

Included in the proposal package and submission shall be the following:

- 1. Name and address of the vending company.
- 2. Documentation of licensure to do business in the State of Texas.
- 3. Documentation of health certification for any and all facilities in which any part of the meals under the Contract will be prepared.
- 4. Documentation of incorporation or other business organizational documents.
- 5. The duration and extent of experience in the operation of School lunch, seamless summer and breakfast services, or other Federal programs.
- 6. A complete list of Texas public and private Schools and locations where the Vendor is currently operating School lunch, seamless summer and breakfast programs. Give name and address, length of service, and contact name and telephone number of a contact person for each district/charter or private School.
- 7. List Texas School districts, charter/public, or private Schools where Vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons for termination.
- 8. General Comprehensive Liability Insurance (at least \$1,000,000), Product Liability Insurance, and Automobile Insurance must be provided in accordance with specifications of the School to protect against harm to persons and property.
- 9. Documentation of size and structure of the company with the qualifications of key Vendor supervisory and support personnel.
- 10. All statements submitted by the Vendor are required to be complete and accurate.
- 11. Other such information as the interested Vendor deems pertinent for consideration by the School shall be provided.

12. Signed originals of the Exhibits attached to the Request for Proposals.
 13. **USDA Menu Worksheets and nutrient analysis for the month of August 2023 for Breakfast and Lunch.**
- C. Evaluation of Proposals (see attached Evaluation Worksheet). A proposal will only be accepted if the Vendor has the ability to perform successfully under the terms and conditions of this Request for Proposal and the Respondent conforms to all the material terms and conditions of this Request for Proposal. Consideration will be given to such matters as the Vendor's integrity, compliance with public policy, record of past performance, and financial and technical resources. A contract(s) will be awarded to the Vendor whose proposal is the most advantageous to the School, as determined by the School, with price and other relevant factors as described below considered.
1. In compliance with 2 C.F.R. § 200.321, the School must take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. The School reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the School and/or as otherwise required by applicable law. The School will evaluate all proposals according to a set of criteria that is scored and specified as to importance in the overall evaluation process as outlined on the Criteria Evaluation Worksheet.
 3. The School reserves the right to approve the selection of any of the Vendor's employees assigned to work in the School or to request reassignment of any Vendor employees at the School' sole discretion.
 4. Vendor shall further agree to comply with and provide service for any accommodated meal requirements of students in accordance with applicable federal and State law as determined by the School.
 5. Vendor shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods unless otherwise exempted by FNS. Such a statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR § part 210.1-33; SP 40-2017; SP 26-2017; and SP 59-2016).
 6. The Vendor may make substitutions for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Accommodations for special dietary needs for students without medical disabilities are a School/Contracting Entity (CE) decision. If a substitution is made to accommodate the special dietary needs of one student, the same accommodation must be made for all students with the same dietary need (reference: 7 CFR § part 210.1-33). There will be no additional charge to the student for such substitutions. (USDA, *"Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service*

Staff".)

7. Vendor shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or CE changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § part 210.1-33)

CRITERIA EVALUATION WORKSHEET

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

I. Mandatory Criteria

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

- A. Must be properly incorporated or licensed to do business in the State of Texas and in good standing with the State of Texas.
- B. Must not have a record of substandard work or have been debarred by any federal or state government agency or other agency of local government or Schools.
- C. Must submit a proposal meeting all of the requirements of the **Request for Proposal**.
- D. Must submit rotating menus for the first 4 weeks for breakfast and lunch for 6-8 meal pattern following Offer vs. Serve (OVS). These are the menus that must be served the first 21 days of School and can be changed thereafter with School consent.
- E. Must provide trays and/or "boats" to help contain meal items.
- F. Must provide utensils, napkins, and condiments.
- G. Must have 3 entrees available to order daily:
 - a. Main Hot Lunch Entrée
 - b. Alternate Vegetarian Hot Lunch Entrée
 - c. Cold Prepackaged Salad Entrée (*Full meal to meet NSLP meal patterns*)
- H. Must serve all meals within 48 hours of preparation.
- J. Must avoid the use of pork products throughout the 21-day menu cycle.

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

I. Mandatory Criteria

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

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

Proposals will be opened on or after the date and time specified in the Bid Schedule. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

Proposal Scoring and Evaluation Criteria

Contracts must be awarded to the responsive and responsible bidder whose proposal is lowest or most advantageous to the program with the price and other factors considered. The cost must be the primary consideration. See United States Department of Agriculture's Food and Nutrition Service Memo dated November 13, 2015, SP 12-2016. Committee members must consist of School employees familiar with the regulations and requirements of the school nutrition programs. Each area of the award criteria must be addressed in detail in the proposal.

The School will open proposals to determine if they contain all the required information in accordance with this RFP. The School will evaluate qualifying proposals using the following criteria:

Points	Criteria	Minimum Standard	Evidence/Documents Required to Demonstrate	Total
5	References	Vendor must provide at least three local customer references	Documentation of all K-12 organizations Vendor has had contracts with in the past five years with contact information	
10	K-12 Experience in National School Lunch Program	A minimum of five years in K-12 food service management - specifically National School Lunch and Breakfast Program	Documentation of experience as outlined in company history	
15	Delivery Plan	Vendor must be able to meet all food safety laws and deliver meals in the packaging, manner, frequency, and time requested	Description and location of facility where meals will be cooked/prepared; delivery and logistics schedule; detail packaging and/or bulk meal options. Must submit most recent health permit and most	

			recent inspection report.	
15	Customer Service	Vendor must have a robust customer service department including procedures for proactive communication, organization chart, late delivery policy, conflict resolution	Submit systems and procedures for client customer service, state all methods of communication, provide corrective action plans	
20	Menu Appeal	Vendor must submit a 21 day menu for all meals platforms requested.	Menus and sample meals will be graded upon variety and appeal.	
35	Cost	Provide a cost per meal as shown in the fee proposal table	Vendors will be ranked according to cost	
100				

SCHOOL DATA – 2023-2024 School Year (SY24)

SY24 Address	305 W Broadway Ave, Fort Worth, TX 76104
SY24 Grade Levels	6-7
SY24 Projected Enrollment	320
SY24 Approximate Eligibility	High FRL % Year 1; Anticipating CEP Year 2
SY24 Number of Operating Days	180
SY24 Beginning Date	8/14/2023
SY24 End Date	6/7/2024
SY24 Breakfast Times	7:30-8:00 AM
SY24 Breakfast Operations	Meals served bulk and/or prepackaged in multimedia serving area. Seeking a M/W/F cold and T/Th hot breakfast menu rotation. Meals may be delivered cold day-ahead
SY24 Lunch Times	11:50-12:20 PM ; 12:30-1:00 PM
SY24 Lunch Operations	Meals served bulk and/or prepackaged in multimedia serving area. Seeking a hot entrée, vegetarian alternative, and a compliant salad entrée option daily
SY24 Snack Times (Tentative)	4:30-5:00 PM

- AVPA tentatively plans to hold 2024 summer programming for approximately 100 students. The program will run for approximately 2-3 weeks, serving both breakfast and lunch.
- AVPA estimates a participation percentage of **60% for breakfast** and **75% for lunch** operations. As a new School Food Authority (SFA), participation is purely an estimate and subject to change.

EQUIPMENT TO PURCHASE/RENT

AVPA is in the process of purchasing the following equipment list prior to SY 2023-2024 beginning. In the event that the School is unable to purchase the following items prior to the start of the school year, the School would like to rent from the Vendor. The full equipment list is subject to change.

- (1-2) double-door refrigerators
- (1) milk cooler
- (1) hot and hold oven unit
- (1) Cold serving line
- (1) Hot serving line

Academy of Visual and Performing Arts

Vended Meal Services for School Breakfast Program, National School Lunch Program, AfterSchool Snack Program, and Seamless Summer Program

FIXED RATE PER MEAL

Vendors must provide pricing for both Scenario 1 and Scenario 2.

SCENARIO 1: Hot/Cold Breakfast – Prepackaged/Bulk; Hot Lunch – Bulk; Salad Entrees – Prepackaged

Price per meal rate sheet. All proposals must have this table completed with no edits.

Meal Type	ADP	# School Days	Price per Meal	Total Price ANNUAL
Breakfast	192	180		\$
Lunch	240	180		\$
Snack (Tentative)	10	180		\$
Summer Breakfast	100	180		\$
Summer Lunch	100	180		\$
			TOTAL	\$

SCENARIO 2: Hot/Cold Breakfast – Bulk; Hot Lunch – Bulk; Salad Entrees – Prepackaged

Price per meal rate sheet. All proposals must have this table completed with no edits.

Meal Type	ADP	# School Days	Price per Meal	Total Price ANNUAL
Breakfast	192	180		\$
Lunch	240	180		\$
Snack (Tentative)	10	180		\$
Summer Breakfast	100	180		\$
Summer Lunch	100	180		\$
			TOTAL	\$

Fixed pricing must include:

- Delivery Costs, utensils, napkins, serving trays, plates, milk (2 types daily)

Additional pricing needed:

- Equipment rental pricing for the list outlined on page 17

**REQUEST FOR PROPOSAL
SIGNATURE PAGE**

Proposals will be received until Tuesday June 20, 2023, at 1:00 PM CST for supplying the School with vended meal services for the 2022-23 School year with four one-year renewal options.

Sealed proposals, subject to all the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto, will be received in the office of the Schools and shall be marked on the sealed envelope "**Proposal for Vended Meals**".

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

Additional information required to adequately respond to this **Request for Proposal** may be obtained in writing from **Mr. Alvin Collins**, acollins@avpaSchools.org; **Dr. Stephanie Love**, slove@avpaSchools.org; **cc: jenna@sfgwgroup.org** until **Friday June 9, 2023 before 3:00 PM CST**.

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

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

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

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

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNATURE _____

TITLE _____

TELEPHONE _____ DATE _____

Academy of Visual and Performing Arts

Vended Meal Services for School Breakfast Program, National School Lunch Program, Seamless Summer Program

Bidder's Certification:

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

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

[SIGNATURE PAGE FOLLOWS]

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

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

COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL

REFERENCE FORM

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

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ E-mail: _____
Telephone Number: _____ Fax Number: _____

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ E-mail: _____
Telephone Number: _____ Fax Number: _____

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ E-mail: _____
Telephone Number: _____ Fax Number: _____

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ E-mail: _____
Telephone Number: _____ Fax Number: _____

Vended Meal Services for School Breakfast Program, National School Lunch Program, Seamless Summer Program

Bid Schedule

Public Release (2 business days)	Wednesday May 24, 2023 and Thursday May 25, 2023
Pre-bid Conference (Virtual)	Tuesday June 6, 2023 – 1:00 PM
Deadline to Submit Questions	Friday June 9, 2023 – 3:00 PM
Proposal Submission Deadline	Tuesday June 20, 2023 – 1:00 PM
Proposal Evaluation Period	Tuesday June 20 – Friday June 23


Contact acollins@avpaSchools.org and jenna@sfgwgroup.org for a meeting link to the virtual pre-bid conference.

USDA Nondiscrimination Statement

U.S. Department of Agriculture (USDA) nondiscrimination statement for child nutrition program participants.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form  (PDF), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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: 833-256-1665 or 202-690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

Questions: CNP Complaints | cnpcomplaints@cde.ca.gov

Last Reviewed: Monday, August 15, 2022

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 C.F.R. Part 180, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business With Other Persons. Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

Organization Name

PR/Award Number or Project

Name of Authorized Representative

Title

Signature

Date

EXHIBIT A (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which their transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

EXHIBIT A (Continued)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ANTI-COLLUSION AFFIDAVIT

STATE OF TEXAS

COUNTY OF TARRANT

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

Signed

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

Notary Public (or Clerk or Judge)

My commission expires _____

PROCUREMENT

Certification Regarding Lobbying

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of LEF in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of LEF in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

**EXHIBIT C
PROCUREMENT**

Disclosure of Lobbying Activities

*Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)*

Approved by OMB

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier _____, <i>if known</i>:</p> <p>Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (<i>If individual, last name, first name, MI</i>):</p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (<i>Incl. address if different from No. 10a</i>) (<i>last name, first name, MI</i>):</p>	
<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officers(s), employee(s), or members(s) contacted for Payment Indicated in Item 11:</p> 		
<p>(Attach continuation sheet(s) if necessary)</p>		
<p>15. Continuation Sheets(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only: _____</p>		
<p>Authorized for Local Reproduction of: Standard Form - LLL</p>		

EXHIBIT C

PROCUREMENT

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

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

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-award include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1.). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/ her name, title, and telephone number.

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

Menu Cycle for National School Lunch Program

Attach a sample 21-day cycle lunch menu.
This menu must be used for the first 21-day cycle of the new School year.

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20

21				
----	--	--	--	--

Exhibit D (Continued)

Menu Cycle for School Breakfast Program

Attach a sample 21-day cycle breakfast menu.
 This menu must be used for the first 21-day cycle of the new School year.

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15

16	17	18	19	20
21				