



ResponsiveEd™

**Responsive Education Solutions/Founders Classical Academies  
Catered Lunch Meals  
Request for Proposal (RFP)/Contract**

**Date Issued: March 5, 2019**

**Description:** Founders Classical Academies (a division of Responsive Education Solutions) is seeking Caterers to provide lunch meals for the **2019 - 2020** school year for our Dallas Fort Worth area campuses. We are currently soliciting competitive proposals and wish to invite your company to submit a proposal. The attached Request for Proposal/Contract provides a detailed description of our lunch program and services that we require, along with Contract terms and conditions, and meal requirements.

**Date Proposal Opens: March 5, 2019**

**Time Proposal Opens: 8:00 am**

**Proposal Procedure**

The Caterer shall complete the attached Proposal/Contract document and indicate the ***price per meal which will also cover the cost of any lunches served to students who qualify for the Free/Reduced Price lunch program.***

## **INSTRUCTIONS TO VENDORS**

The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.

All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.

Sealed proposals are to be submitted no later than **3:00 pm on March 29, 2019.**

Bid opening will take place at Responsive Educations offices at 1301 Waters Ridge Drive, Lewisville, TX 75057 on **March 29, 2019 at 3:00 pm.**

Submit **TWO (2) original copies** with original signatures of the complete RFP and the enclosed proposal sheets in a SEALED envelope. The sealed package shall be labeled as follows:

<p style="text-align: center;"><b>Founders Classical Academies C/O Responsive Education Solutions Attn: Shannon Hyde - 3rd Floor Request for Proposal/Contract 1301 Waters Ridge Drive Lewisville, TX 75057</b></p> <p>Name of Company _____</p> <p>Person Authorized to sign the Proposal/Contract _____</p>
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1. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.

2. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.

3. The responsibility of all vendors is to examine the entire proposal package, seek clarification of any item or requirement that may not be clear, and check all information for accuracy before submitting a response.

4. Awards shall be made with reasonable promptness to the vendor(s) whose proposal(s) in accordance with the Weighted Criteria Evaluation Worksheet best conform to the invitation and are most advantageous to Responsive Education Solutions/Founders Classical Academies. Award(s) may be made to vendors based on criteria other than the lowest price proposal.

5. Responsive Education Solutions Charter School Board of Trustees, notwithstanding any other provision of this Request for Proposal (including all attached documents), expressly reserves the right to:

- a. Waive any insignificant defect or informality in any proposal procedure.
- b. Reject any or all proposals.
- c. Reissue a Request for Proposal.

6. A proposal, in response to a Request for Proposal, is an offer to contract with Responsive Education Solutions/Founders Classical Academies based upon the terms, conditions, and specifications of this proposal.

**Special Conditions/Required Procedures:**

Monthly menus will be submitted to each School no later than the 20th of each month, for menus proposed for the following month.

All food is to be delivered in a hot holding or cold holding unit that will maintain food temperature in the safe zones until served at the campus's scheduled times.

In compliance with this Proposal/Contract, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver all items upon which prices are proposed, at the prices set correlating to each item, within the time specified.

By responding to this Proposal/Contract, the Caterer certifies the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same items, and is in all respects fair and without collusion or fraud. The Caterer also certifies no one connected to this company has had any connection with the development or drafting of this Proposal/Contract. Under penalty of perjury, the undersigned Caterer certifies that this Proposal/Contract has not been arrived at collusively or otherwise in violation of Federal or State (Texas) laws or regulations.

By signing this Proposal/Contract Certification, the individual assures that the Caterer has read and understands all the General Terms and Conditions in this RFP/Contract and agrees to be bound by them, and is authorized to submit Proposals on behalf of the Caterer.

The award shall be made to the offer whose proposal is the most qualified, responsive, and responsible to this solicitation. A responsible offeror is a vendor who's financial, technical, and other resources indicate an ability to perform the services established and required by this solicitation; and whose responses best meet the criteria contained throughout the RFP. The contract may be awarded on criteria other than the lowest monetary proposal.

Responsive Education Solutions/Founders Classical Academies reserves the right to reject or cancel all Proposals to this solicitation if it's in the best interest of the district.

If all parts of the Caterer's Proposal are accepted by Responsive Education Solutions/Founders Classical Academies, an authorized representative of Responsive Education Solutions/Founders Classical Academies shall affix their signature hereto and collectively this RFP and any attachments or certifications shall become the Contract and shall represent the entire agreement between the Responsive Education Solutions/Founders Classical Academies and the Caterer.

We, as an interested party, agree to the above criteria and the attached specifications and have submitted our proposal as requested. (Note: Failure to sign will disqualify bid.)

Company\_\_\_\_\_

Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_

Telephone\_\_\_\_\_ Date\_\_\_\_\_

# Responsive Education Solutions/Founders Classical Academies Request for Proposal/Contract

## **I. Purpose and Authority**

This Contract, dated \_\_\_\_\_, between **Responsive Education Solutions/Founders Classical Academies** hereinafter referred to as Founders Classical Academies and \_\_\_\_\_, hereinafter referred to as the Caterer, authorizes that the Caterer shall provide meals to the school, for the period, not to exceed one year, from **July 1, 2019** through **June 30, 2020**. The Contract may be renewed on an annual basis for a three-year period from the date the first Contract was signed: **2020-2021, 2021-2022 and 2022-2023**.

- A. The Caterer will provide meals to the following school locations:  
**See Attachment A**

1. **Responsive Education Solutions will continue to add grades every school year to existing schools until they all reach K-12, and new school locations will continue to be added each year**
2. **Some schools have multiple campuses and/or multiple cafeterias**
  - a. **Caterer agrees to provide meal services at all locations**

- B. Responsive Education Solutions/Founders Classical Academies will be able to:
1. Add or remove schools to the current list shown in this RFP (Attachment A)
  - 1.2 Move school locations (buildings, cities) as schools continue to grow
    - 1.2.1. In case a school location is moved, Caterer is responsible for moving their own food service equipment

## **II. Meals**

- A. The Caterer will provide the following types of meals:

**Lunch meals**

**\*Excluded Food\* - all peanut items**

**Meals cont:**

B. The Caterer will prepare meals for the school in the following manner:

**Three (3) entree choices daily.**

**A full meal tray includes an entree, daily grain and a choice of three (3) sides in two (2) portion sizes (one portion size for the Grammar students and a larger size portion for the Middle School, Upper School and Adults). 1 serving of milk (1% or 2%, chocolate or white) will also be included in each full meal tray.**

**A variety of juices and bottled water will be charged “a la carte” from the full meal tray.**

**Appropriate condiments for each day’s menu items.**

**Entrees and all side items may be purchased “a la carte” depending upon the grade and predetermined school policy.**

C. The Caterer will provide these options as well (or equivalent alternatives):

- **A baked potato bar with a variety of toppings to choose from (butter, cheese, sour cream, bacon bits) (*Only for the middle and upper school grades & Adults*),**
- **A daily selection of fresh-made sandwiches,**
- **Plated fresh-made salads with different choices of salad dressings (*Only for the middle and upper school grades and Adults*)**
- **Cheese/fruit “boxes”, which may be purchased “a la cart**
- **Fresh veggie/dip “boxes”, which may be purchased “a la carte”,**
- **Fresh baked whole grain cookies, muffins or other in-house baked goods which may be purchased “a la carte”,**
- **A selection of “Smart Snacks” (e.g. baked chips, popcorn, pretzels etc.) which may be purchased “a la carte”,**
- **Extra milk, juices, bottled water and snacks to be sold a la carte.**
- **Excluded snack items - all peanut items**

The Caterer agrees to provide food and beverage service each and every scheduled academic day as outlined by the school calendar unless the school notifies the Caterer at least 48 hours in advance of any special events happening on campus in which lunch service for that day would not be needed. This excludes inclement weather. In case of inclement weather, each school will notify the Caterer no later than 6am the day of the school closing.

The lunch menu is constructed to meet or exceed all standards as outlined by the State of Texas Department of Human Services and Federal USDA Lunch Guidelines.

### **III. Food Service**

The Caterer will provide:

**Disposable cutlery, napkins, and plates, serving utensils, serving trays, and transportation containers.**

**The Caterer will provide all appropriate personnel to serve lunches and to collect payment.**

**Caterer agrees to provide Free and Reduced meals to students qualifying for such. Lunch will consist of an entree, 3 sides and a milk or bottled water. The School agrees to provide the Caterer with a list of students that have qualified for the Free and Reduced lunch program according to guidelines of the National School Lunch Program.**

### **IV. Food Delivery**

A. The Caterer will deliver meals as described:

**The Caterer will deliver lunch meals no later than 30 minutes before scheduled lunch time begins.**

B. Responsibility for transport containers will be as described:

**The Caterer will be responsible for cleaning and picking up transport containers from campus/school after the lunch meal service has ended.**

## **V. Meal Prices**

The Caterer will provide their pricing for the following:

- Full lunch tray for Grammar school - portions based on National School Lunch Program (NSLP) guide for those grades
- Full lunch tray for Middle and Upper School Grades and Adults (Staff)
- Baked Potato Bar
- Sandwiches
- Salads
- All side (a la carte) items (Smart Snacks, Baked Goods, Entrees etc.)
- Drinks

***Caterer must indicate pricing that reflects:***

1. The cost of **Free meals** calculated into the pricing of a full lunch tray for both the grammar and upper campuses.
  - a. Caterer can anticipate approximately 9 - 12% of the student body to fall under the Free lunch program at each campus.
    - i. Some campus may have lower than 9% and others may be higher than 12%; these are the averages
  - b. Students who qualify for a Free lunch and choose to purchase a la carte items will pay the price that is set by the Caterer
2. The cost of **Reduced priced meals**. That Caterer will need to specify what the cost of a full meal tray will be for students who qualify for a Reduced Price lunch; both for the grammar and upper campuses.
  - a. Caterer can anticipate approximately 1 - 3% of the student body to fall under the Reduced Price lunch program
  - b. Students who qualify for a Reduced Price lunch and choose to purchase a la carte items will pay the price that is set by the Caterer.

The cost of each item/meal can be re-evaluated after a purchasing pattern has been reviewed. The length of time to determine a purchasing pattern will be agreed upon between Responsive Education Solutions/Founders Classical Academies and the Caterer.

The cost of each item/meal should be priced on the quarter.

## **VI. Ordering and Payment Options**



- A. Students will not be pre-ordering their lunches unless the Caterer offers that as an option on their website or through an online ordering platform.
- B. Caterer will be responsible for handling the daily Point of Sale transactions and payments will be made directly to the Caterer. The school will not be responsible for collecting any payments on behalf of the Caterer.
- C. Caterer will accept cash or check payment toward the establishment of a declining debit account. Monies may be spent as the participant desires on a daily basis. The school will provide a computer system for use by the Caterer. The school shall provide the Caterer with a database of students' names, grade, parents' name(s) and email address for the establishment of a lunch debit account. Participation by families is completely optional and any family who no longer wishes to participate in the lunch program may opt out, be refunded for any monies leftover in the account, and have the account deleted.
- D. Grammar School Students: Students in Grammar will use a declining debit account system. Cash or check (made payable to the Caterer), will be accepted to fund the account. No daily cash purchases for students in these grades. If cash is presented as a form of payment, cashiers will not make change.
- E. Middle and Upper School Students: All middle and upper school students and adults participating in the lunch program may also set up a declining debit account or, they may pay with cash or check at the time of ordering. A twenty-five dollar charge will be assessed for returned checks. Cashiers will not make change.
- F. In the event a student's account should not have enough funds to cover their lunch, the Caterer will allow the student to take the meal but will track it for their own records. If after multiple attempts the Caterer can't get the family to replenish the student's account with funds, the school will actively get involved.
- G. The Caterer will bill the school directly for any lunches the school wishes to purchase or catered functions scheduled by authorized school personnel.

### **VIII. Equipment**

The following equipment is to be provided by the Caterer:

- A. Serving hot tables (electric)
- B. Portable ovens (to heat the food on premises)
- C. Refrigerated boxes (electric)
- D. Serving tables/counters
- E. Storage carts
- F. Serving sorters
- G. Heat Lamps
- H. Sneeze guards
- I. Serving utensils

The Caterer shall understand that there is to be no exclusivity in the usage of these facilities; however, the school will notify the Caterer prior to the usage of the facilities by other parties if such usage might interfere with the Caterer's operations under this agreement. Should these other parties not adequately clean the food service area or cause damage to equipment, the Caterer shall not be responsible for this cleaning or repair. The Caterer shall be responsible for informing school personnel of any necessary or required repairs on the school equipment. If during the course of operation the Caterer damages the school's equipment, the Caterer will be responsible for its repair. If additional equipment is need for the execution of services, the Caterer and the school will mutually determine who will provide the equipment prior to the beginning of the contract.

#### **IX. Cleaning, Health and Sanitation**

A. The school will be responsible for the cleaning of the "lunch room" area, including tables and floors, and the removal of the lunch trash. The Caterer will be responsible for cleaning the service area and all related equipment. The Caterer will also be responsible for any cleaning at the school that is required as a result of the presence or operations of the Caterer at the school.

B. Responsive Education Solutions/Founders Classical Academies and the Caterer agree that Federal, State and local health and sanitation requirements will be met at all times. The Caterer will obtain and maintain all Federal, State and local health certifications and regulations that apply to school facilities and any other facilities in which meals are prepared or packaged. The Caterer will maintain applicable health certifications for any facilities outside the school in which meals are prepared. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

C. The Caterer shall furnish to Responsive Education Solutions/Founders Classical Academies a copy of the current health certification issued by the Department of Environmental Health, which shall be included with the Contract and any amendments or renewals. Hazardous Analyst Critical Control Points (HACCP) procedures are used as a food safety practice; a current copy is to be provided to Responsive Education Solutions/Founders Classical Academies.

D. All food must arrive at the school site at the temperatures for safe consumption as required by the Texas Food Code. All hot food must arrive at temperatures 135 degrees F (135F) or higher. All cold foods must arrive at temperatures of 41 degrees F (41F) or below. All food will arrive free of contamination and in sanitary temperature-gauge containers. Food items or whole meals must be placed in hot or cold holding units that are under proper holding temperatures at the school in order to maintain proper temperatures. If food can't arrive to the school at the proper temperatures, the Caterer must bring their own portal heating ovens and/or cooling systems to get the foods to the proper temperatures for serving.

E. Students and Adults will not pay for meals or snacks that are spoiled, burnt or otherwise inedible at time of delivery. Meals must be prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations. The Caterer is responsible for the quality and wholesomeness of meals up to and including delivery to Responsive Education Solutions/Founders Classical Academies. Responsive Education Solutions/Founders Classical Academies, Texas Department of Agriculture, and the US Department of Agriculture reserve the right to inspect the Caterer's preparation and storage facilities and transporting vehicles, without notice any time.

## **X. Record Keeping**

A. The Caterer agrees to provide a copy of a current license to do business in Texas. **This copy shall be attached to the Contract.**

B The Caterer also agrees to undergo at least two, preferably more, food safety inspections each year; the Caterer will provide the food safety inspection report to Responsive Education Solutions/Founders Classical Academies and to the Texas Department of Agriculture upon request. Responsive Education Solutions/Founders Classical Academies reserves the right to inspect the catering food preparation, transportation and storage facilities at any time during the course of the Contract, including prior to the award of the Contract.

C. Caterer agrees to maintain all applicable health certifications and assure that all state and local health regulations are being met by Caterer if preparing or serving meals at a School facility. Responsive Education Solutions/Founders Classical Academies will also maintain all applicable health certifications required to serve catered meals to students.

## **XI. Additional Caterer Responsibilities**

The Caterer agrees to the following, as required by USDA:

A. Provide on-site access to all records and food storage, preparation and service areas of the Caterer's operations facility to Responsive Education Solutions/Founders Classical Academies and the Texas Department of Agriculture upon request and as deemed necessary and appropriate at any time during the Contract period to monitor safe food-handling procedures, food production, food quality and other parameters incumbent in purchasing, storing, preparing, transporting and serving meals.

B. Comply with the **Buy American** provision of the Federal regulations for domestic commodities and products for school meals to the maximum extent practicable. Domestic products are those that are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.

C. Comply with the following, as applicable, incorporated into the Contract by reference:

1. For Contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);

2. For Contracts in excess of \$10,000: Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);

3. For Contracts in excess of \$100,000: All applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

4. The Caterer shall provide documentation that their company conducted criminal background checks on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The Contractor shall not assign any employee or agent to provide services pursuant to this Contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. School officials reserve the right to prohibit any individual employee of Caterer from providing services on school property if school officials determine, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others. Background checks will be re-evaluated every two years at a minimum.

**D. Personnel** - Employees of the Caterer will be subject to the rules and regulations of the school while on the premises. The Caterer will be solely responsible for the payments of its employees and their related benefits and other expenses. The Caterer will only assign to duty, on the school's premises, employees that are acceptable to the school. The Caterer and school agree that the Caterer is an independent contractor and that no employee or contractor of the Caterer who performs any service incident to this agreement at the school shall ever be considered an employee of agent of the school for any reason. The Caterer and the school further agree that the Caterer, and not the school, shall have exclusive control over the manner, method, and means of the work performed by any Caterer employee or contractor at the school, subject only to the duties imposed upon the Caterer by this agreement.

E. **Safe Environment** - The Caterer shall help ensure a Safe Environment is maintained at the school at all times. The caterer will train all of its employees, agents, and volunteers on acceptable behavior and appropriate boundaries when working with children and/or vulnerable adults. If a complaint or concern is raised regarding one of the Caterer's employees, agents, volunteers, or subcontractors, the Caterer shall fully and unconditionally cooperate with all investigations of the matter to include reporting of the matter to Texas Child Protective Services and/or as otherwise required by law.

## **XII. Inclement Weather**

In case of a school closing due to inclement weather, each school will be responsible for calling the Caterer as soon as the announcement has been made. Notification to the Caterer will be made no later than 6am the day of the closure. The Caterer will need to provide Responsive Education Solutions/Founders Classical Academies with a telephone number(s) that they can call in on and/or an email to notify the appropriate personnel of the school closing. Responsive Education Solutions/Founders Classical Academies, the students and the parents of the students will not be held financially responsible for any food that is prepared on the day of a school closing.

## **XIII. Cancellation of Contract**

This Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given: 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) Caterer's failure to adhere to any of the provisions of this Contract,
- (2) Caterer delivering any product(s) that fail to meet the specifications included in this Contract,
- (3) Caterer delivering any substitution(s) of product(s) different than those agreed upon by Responsive Education Solutions/Founders Classical Academies
- (4) Caterer's failure to meet the required delivery schedules as identified in the Contract,
- (5) Caterer's violation of any other provision contained within the Contract.

In the event of the Caterer's breach of any provision in this Contract, Responsive Education Solutions/Founders Classical Academies reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of Responsive Education Solutions/Founders Classical Academies, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event Responsive Education Solutions/Founders Classical Academies elects to purchase other products from other sources, Responsive Education Solutions/Founders Classical Academies will invoice the Caterer for any increased costs to Responsive Education Solutions/Founders Classical Academies, and the Caterer agrees, by signing this Contract, to promptly pay any such charges invoiced.

#### **XIV. CATERER CERTIFICATION STATEMENTS**

A. Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form.

B. Caterer has completed and attached the "Certification Regarding Lobbying" form and, if applicable as described on the "Certification Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.

C. The Caterer's signature on this Contract indicates there is no conflict of interest associated with the award of this Contract. No one employed by the Responsive Education Solutions/Founders Classical Academies is related to or has any other personal or professional relationship with the Caterer and/or his/her family.

# Contract Certification

## On Behalf of the School Food Authority (SFA), Responsive Education Solutions/Founders Classical Academies:

\_\_\_\_\_  
School Food Authority *(Name of School)*

\_\_\_\_\_  
SFA Number

\_\_\_\_\_  
Responsible Authority Printed Name  
*(Note: Must be member of the Governing Board)*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Responsible Authority Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
On-site Contact Person Name

\_\_\_\_\_  
Phone Number

## On Behalf of the Catering Company Submitting the Proposal:

\_\_\_\_\_  
Catering Company *(Insert legal name of company)*

\_\_\_\_\_  
Catering Company Address

\_\_\_\_\_  
Responsible Authority Printed Name  
*(Note: Must be member of the Governing Board)*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Responsible Authority Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
On-site Contact Person Name

\_\_\_\_\_  
Phone Number



## STANDARD TERMS AND CONDITIONS

### A. Scope and Purpose

It's the intent of Responsive Education Solutions/Founders Classical Academies to contract with an interested party or parties for the purchase of Lunch meals for the students of Responsive Education Solutions/Founders Classical Academies Charter Schools that fall within Federal regulations and State statutes that will be provided at an economical price for Responsive Education Solutions/Founders Classical Academies. The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the offeror's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror's response to the RFP,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by Responsive Education Solutions/Founders Classical Academies.

Collectively, these documents represent the entire agreement between the parties.

## **B. Contract Time Period**

The time period covered by a Contract resulting from an award under this RFP is stated in the Proposal Certification. Responsive Education Solutions/Founders Classical Academies reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Proposal Certification if it is determined to be in the best interest of Responsive Education Solutions/Founders Classical Academies.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the Contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of Contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of Responsive Education Solutions/Founders Classical Academies.

## **C. Addendum**

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this proposal request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this RFP. Responsive Education Solutions/Founders Classical Academies is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than Responsive Education Solutions/Founders Classical Academies regarding any matters related to this proposal are invalid and will have no influence on this RFP.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any proposal response.

## ***General Specification Provisions:***

### **1. Quantities**

Quantities reflected in this RFP are estimates based on the combined projected needs for Responsive Education Solutions/Founders Classical Academies during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

### **2. Participating Schools**

The list of participating schools (see Attachment A) will continue to expand. The existing schools will continue to expand as well; on average the schools will add one grade per year until all schools are K-12. The caterer must be able and willing to provide lunch service to any new schools added in the DFW Metroplex area. This Contract is designed to cover all current schools and any that may be added in the future.

### **3. Packaging**

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage.

### **4. Pricing**

All "Line Item" proposals must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the proposal response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., “portion price” or “price per ounce”), such price is for comparison purposes only. Food and drink items will be made and sold in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire proposal.

Proposed prices must be firm for acceptance for at least 90 days from the proposal opening date, unless otherwise specified in this RFP or in the offeror’s response.

If during the term of the Contract, a successful offeror’s net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to Responsive Education Solutions/Founders Classical Academies.

## **5. Delivery and Transportation**

Unless otherwise noted in this RFP or in the Purchase Order, the offeror must deliver products awarded under this RFP 30 minutes prior to meal service times. The vendor must immediately notify Responsive Education Solutions/Founders Classical Academies, by telephone and email, if any delays occur. Responsive Education Solutions/Founders Classical Academies will have the option to cancel the order if unable to accept the delay. At the discretion of Responsive Education Solutions/Founders Classical Academies, items received after the due date and/or specified time, for which Responsive Education Solutions/Founders Classical Academies has not been notified regarding the delay, may be returned at the vendor’s expense with no penalty to Responsive Education Solutions/Founders Classical Academies.

Repeated failure to meet delivery dates and times will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled “Remedies for Non-Performance of Contract”, and “Contract Termination” and the associated financial impacts attached thereto, as well as jeopardize any future business from Responsive Education Solutions/Founders Classical Academies.

## **6. Quality**

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, Responsive Education Solutions/Founders Classical Academies will not accept “factory seconds” or otherwise inferior goods, and reserves the right to reject any such item(s)

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to Responsive Education Solutions/Founders Classical Academies with the first shipment to Responsive Education Solutions/Founders Classical Academies at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to Responsive Education Solutions/Founders Classical Academies upon request. Providing a web site access location to MSDS information is an acceptable alternative.

## **7. Product Inspection, Testing, and Defective Items**

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by Responsive Education Solutions/Founders Classical Academies. Tests may be performed on any samples submitted as part of the proposal or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the proposal item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from Responsive Education Solutions/Founders Classical Academies could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above.

Furthermore, future business from Responsive Education Solutions/Founders Classical Academies could be jeopardized. All products in the Responsive Education Solutions/Founders Classical Academies location at the time of any such cancellation must be picked up and credit issued to Responsive Education Solutions/Founders Classical Academies. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

Responsive Education Solutions/Founders Classical Academies shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

## **8. Samples**

If samples are needed for proposal evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request. Samples must be furnished free of expense to Responsive Education Solutions/Founders Classical Academies. Samples must be labeled with Responsive Education Solutions/Founders Classical Academies Proposal Name, Item Number, Product Identification number(s), and the name of the offering entity. *Do not include samples with the proposal response unless otherwise instructed in the RFP.*

All samples will be retained by Responsive Education Solutions/Founders Classical Academies for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by Responsive Education Solutions/Founders Classical Academies for the purpose of determining the quality of the delivered items are comparable to the samples. Responsive Education Solutions/Founders Classical Academies shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing. Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

## **9. Warranties**

By submission of a proposal, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from Responsive Education Solutions/Founders Classical Academies location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

### **E. Proposal Evaluation and Award**

All proposals received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Proposal Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

Responsive Education Solutions/Founders Classical Academies reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in their entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items included in the proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of Responsive Education Solutions/Founders Classical Academies to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by Responsive Education Solutions/Founders Classical Academies. In evaluating the proposals received and determining the best value for Responsive Education Solutions/Founders Classical Academies, Responsive Education Solutions/Founders Classical Academies may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of Responsive Education Solutions/Founders Classical Academies; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with Responsive Education Solutions/Founders Classical Academies; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of Responsive Education Solutions/Founders Classical Academies to comply with any applicable laws or rules; (10) the total long-term cost to Responsive Education Solutions/Founders Classical Academies to acquire the vendor's goods and/or services, and (11) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that Responsive Education Solutions/Founders Classical Academies may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of Responsive Education Solutions/Founders Classical Academies, will be made by the Responsive Education Solutions/Founders Classical Academies Chief Operating Officer, Responsive Education Solutions/Founders Classical Academies Superintendent, and/or Responsive Education Solutions/Founders Classical Academies designee.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by Responsive Education Solutions/Founders Classical Academies by certified mail within 10 days of awarding.

Responsive Education Solutions/Founders Classical Academies reserves the right to require a performance bond as it is deemed necessary.



## **F. Substitutions**

Responsive Education Solutions/Founders Classical Academies will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of Responsive Education Solutions/Founders Classical Academies, and unless prior agreements have been reached regarding such substitutions. Substituting without the prior approval of Responsive Education Solutions/Founders Classical Academies will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and the associated financial impacts attached thereto, and may jeopardize any future business from Responsive Education Solutions/Founders Classical Academies.

## **G. Deviations from Item Specification or General Terms and Conditions**

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, must be clearly noted in detail by the offeror at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror’s response will hold the offeror accountable to Responsive Education Solutions/Founders Classical Academies to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the offeror at a competitive disadvantage or otherwise prevent Responsive Education Solutions/Founders Classical Academies from considering the affected items(s).

Any deviation from any of the item specifications, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and may jeopardize future business from Responsive Education Solutions/Founders Classical Academies.

## **H. Contract and Purchase Order Requirements**

A response to this RFP is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror, and signed by an authorized representative of Responsive Education Solutions/Founders Classical Academies.

This contract shall collectively include: (1) the General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto, (2) the offeror's signed Proposal Certification and any subsequent addenda thereto, (3) the offeror's entire response to the RFP, (4) the offeror's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the proposal packet. The contract shall be interpreted by and governed under the laws of the State of Texas.

## **I. Remedies for Non-Performance of Contract, and Termination of Contract**

If the vendor can't comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon Responsive Education Solutions/Founders Classical Academies may terminate the vendor's Contract for cause as provided by the remainder of this section. Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Proposal Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Proposal Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," Responsive Education Solutions/Founders Classical Academies may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested ) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

**Valid causes for termination of this Contract will include, but are not limited to:**

- (1) Vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) Vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) Vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA,
- (4) Vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- (5) Vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, Responsive Education Solutions/Founders Classical Academies reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event Responsive Education Solutions/Founders Classical Academies elects to purchase other products from other sources, Responsive Education Solutions/Founders Classical Academies will invoice the vendor for any increased costs to Responsive Education Solutions/Founders Classical Academies, and the vendor agrees, by submission of a proposal response, to promptly pay any such charges invoiced.

In the event Responsive Education Solutions/Founders Classical Academies terminates this Contract, in whole or in part, for any reason provided for within the contract, Responsive Education Solutions/Founders Classical Academies reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of Responsive Education Solutions/Founders Classical Academies.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future proposal from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

## **J. Force Majeure Consideration**

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

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Responsive Education Solutions/Founders Classical Academies will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless Responsive Education Solutions/Founders Classical Academies has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and Responsive Education Solutions/Founders Classical Academies has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, Responsive Education Solutions/Founders Classical Academies shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of Responsive Education Solutions/Founders Classical Academies rights as provided elsewhere in this contract.

**K. Venue**

This agreement will be construed and governed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

**L. Waiver**

No claims or rights arising out of a breach of this Contract can be discharged in whole or 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.

**M. Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**N. Extension Clause**

This contract may be extended annually for up to three (3) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and Responsive Education Solutions/Founders Classical Academies mutually agree.

**O. Regulatory Compliance**

(1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

(2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).

(3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

(4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

(5) The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.

(6) The offeror shall comply with the provisions of the Consumer Product Safety Act.

(7) The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)

(8) The offeror shall comply with all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

**P. Assurance of Non-Collusion**

By signing this proposal, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This proposal has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.

- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to Responsive Education Solutions/Founders Classical Academies or any of its members in connection with any information or submission related to this proposal, any recommendations, decision, vote or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal,
- (4) Neither the offeror, nor any business entity represented by the proposal, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of Texas with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

**Q. Assurances regarding Legal and Ethical Matters**

By signing this proposal, the offeror assures that:

- (1) He/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the offering entity,
- (2) The offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,
- (3) The proposal submitted conforms with all item specifications, General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) If this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to Responsive Education Solutions/Founders Classical Academies at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) The offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,

- (6) The offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, and the offeror will comply with any reasonable request from Responsive Education Solutions/Founders Classical Academies to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) Concerning paragraph (6) above, the offering entity has identified and disclosed in this written proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offeror's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) The offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) The prices, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) The offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold Responsive Education Solutions/Founders Classical Academies and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) During the term of the contract and during any warranty period, the offering entity will maintain, at the offering entity's expense, insurance in the types and amounts required by Responsive Education Solutions and necessary to protect Responsive Education Solutions/Founders Classical Academies, its directors, officers, employees and agents from all claims that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury death or loss as described or as otherwise provided for by law,



- (12) At a minimum, the offering entity shall maintain commercial general liability insurance, professional liability insurance coverage, employer's liability insurance, and worker's compensation insurance. Vendors having direct contact with Responsive Education Solutions/Founders Classical Academies students shall obtain a sexual molestation and child abuse endorsement to the commercial general liability. All amounts per occurrence will be determined at the time the contract is awarded; with amounts not to exceed \$1,000,000/occurrence and deductibles not to exceed \$500,000/occurrence. All policies shall be endorsed to provide Responsive Education Solutions as additional insured, waivers of subrogation, and notices of cancellation endorsements, with the following Certificate Holder Information:

**Responsive Education Solutions  
1301 Waters Ridge Drive  
Lewisville, TX 75057**

All insurance coverage shall be written by companies licensed to do business in the state of Texas at the time the policies are issued and shall be written by

companies with A.M. Best ratings of A-VIII or better,

- (13) Neither Responsive Education Solutions/Founders Classical Academies nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that Responsive Education Solutions/Founders Classical Academies declares the offering entity in default,
- (14) He/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the proposal to removal from all procurement lists, and possible criminal prosecution

## **R. Proposal Acceptance**

The period for acceptance of this proposal will be thirty (30) calendar days unless a different period is indicated by the offeror.

## **S. Protest Procedure**

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 2 of this document. Any vendor who desires to protest the award of a bid pursuant to this policy shall give notice of their protest within five (5) days after award of the bid. The notice shall state in detail the basis of the claimant's bid protest and the resolution requested. The bid protest shall be provided to the Child Nutrition Director or other person designated by the school district to handle bid protests pursuant to the food service procurement policy. The Chief Operating Officer or other person so designated, shall investigate the claim and issue a written decision within fifteen (15) days after receipt. If the claimant is not satisfied with the decision of the Chief Operating Officer, or the other designee, the claimant may appeal the decision to the Board of Trustees of the school district. The notice of appeal shall be filed with the Board of Trustees at the office of the Superintendent of Schools within fifteen (15) days after issuance of the decision being appealed. The appeal shall state the basis of the appeal and provide to the board the original bid protest, together with a copy of the decision being appealed. The specific grounds for the appeal shall be stated in the appeal and shall not include additional claims or information not provided with the original bid protest.

The Board of Trustees at the next regular board meeting following the receipt of the appeal shall either hear the appeal or set a time to consider the appeal. The Board may render in its discretions, a decision based upon the information and records before the Board of Trustees or, in the Board's discretion, may request the claimant and a representative of the school district to each present information pertaining to the bid protest. In the event the Board chooses to hear from the bid protester and a representative of the school district, each will be entitled to present or have someone on their behalf present their position to the Board. Thereafter, the Board shall render its decision either at that meeting or at the next regular Board meeting.

## **T. Questions Regarding Request for Proposal**

Questions or requests for additional information concerning this proposal or the specifications should be addressed to:

Shannon Hyde  
1301 Waters Ridge Dr., Lewisville, TX 75057  
(972) 316-3663

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

**RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET**

U. S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET  
ANTI-COLLUSION AFFIDAVIT**

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

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application ____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing ____ b. material change  <b>For material change only:</b> Year ____ quarter ____ Date of last report ____
<b>4. Name and Address of Reporting Entity:</b> ____ Prime      ____ Sub-awardee Tier ____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Sub-awardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____  Print Name: ____  Title: ____  Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## 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. 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 sub-awardee, e.g., the first sub-awardee of the prime is the first 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 "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; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 registrant under the Lobbying Disclosure Act of 1995 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. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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, DC 20503

## **RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET**

### **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
  
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, 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.
  
3. The prospective lower tier participant shall provide immediate written notice to the person to whom 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," "debarred," "suspended," "ineligible," "lower tier 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier 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 Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the 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, but is not required to, check the Non-procurement List.
  
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 5 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.  
Form AD-1048 (2/89)

### References

Bidders shall provide a minimum of three (3) references for whom they have performed similar work during the past three (3) years. This page shall be completed and submitted as a part of your proposal.

Company Name: \_\_\_\_\_

1. Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address Continued \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

2. Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address Continued \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

3. Client Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address Continued \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## **CRITERIA FOR SELECTION OF CATERER FOR PROVIDING MEALS SERVICE**

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

### **I. Mandatory Criteria**

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

- A. Must be properly incorporated or licensed to do business in the State of Texas.
- B. Must be capable of managing food service operations on a contract basis.
- C. Must not have a record of substandard work (References will be checked).
- D. Must submit a proposal meeting all of the requirements of the Request for Proposal.

### **II. Technical Criteria**

This shall account for sixty percent (60%) of the total score. Proposals meeting each of the criteria set forth above will be evaluated on the following factors:

- A. Technical experience of the Vendor:
  - 1. Vended Meal contract experience (0 - 5 pts).
  - 2. Vendor experience with local governments and other nonprofit entities (0 - 15 pts).

3. Vendor ability to accurately calculate and complete food service production records and nutrient analysis (0 – 10 pts).

B. Characteristics of the Vendor:

1. Size and structure of the company (0 - 5 pts).

2. Qualifications of key vendor personnel and supervisory, and other support personnel (0-20 pts).

3. General direction and supervision to be exercised by vendor over employees to meet district/charter school needs (0 - 10 pts).

Total technical criteria points	_____
Weight assigned	x .60
Technical criteria score	_____

**III. Non-technical Criteria:**

This shall account for forty percent (40%) of the total score. Include a resume(s) of all key vendor personnel who will be involved in supervision of meal preparation and delivery.

A. Clear understanding of the work to be performed:

1. Comprehensiveness of the entire RFP response, particularly as it relates to addressing all points identified and addressed herein under Specifications (0 - 20 pts).

2. Compatibility of key program areas with the charter school overall mission statement and the charter school-wide goals and objectives. Key program areas that will be evaluated under these criteria include the following (0 - 20 pts):

- a) Food production system.
- b) Purchasing procedures.
- c) Sanitation, HACCP, and safety programs.
- d) Menu development rationale.
- e) A la carte program.
- f) Recordkeeping.

- g) Marketing.
- h) Nutrition education and awareness.
- i) Food production records
- j) Standardized Recipes to include Critical Control Points and HAACP processes

B. Overall financial projection, including fees (0 - 25 pts)

Total cost criteria points		_____
Weight assigned	x	.40
Cost criteria score	=	_____

C. Total score

Technical criteria score		_____
Non-technical score		_____
<b>Total proposal score</b>		_____

**Founders Classical Academies/  
Responsive Education Solutions Campuses**

<b>Campus Name</b>	<b>Address</b>	<b>Grade Levels</b>	<b>Approximate Enrollment</b>	<b>Approximate Daily Participation</b>	<b>Number of Lunch Periods</b>
Carrollton Classical Academy	2400 N Josey Lane Carrollton, TX 75006	K-9	359	150	5
Corinth Classical Academy <b>(Upper Campus)</b>	3600 Meadowview Drive Corinth, TX 76210	6th - 10th	360	100	4
Corinth Classical Academy <b>(Lower Campus)</b>	800 Point Vista Street #518 Hickory Creek, TX 75065	Kinder - 5th	421	100	4
Founders Classical Academy of Flower Mound	**500 Parker Square Rd Flower Mound, TX 75028	Kinder - 9th	511	100	8

Founders Classical Academy of Frisco	10710 Frisco Street Frisco, TX 75033	Kinder - 9th	650	325	4
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Attachment A

**Founders Classical Academies/  
Responsive Education Solutions Campuses**

<b>Campus Name</b>	<b>Address</b>	<b>Grade Levels</b>	<b>Approximate Enrollment</b>	<b>Approximate Daily Participation</b>	<b>Number of Lunch Periods</b>
Founders Classical Academy of Lewisville	1010 Bellaire Blvd Lewisville, TX 75067 * 3 cafeterias in 3 buildings	Kinder - 12th	918	459	9

*\*Campuses are participating in the Community Eligibility Provision.*

*\* Numbers are just estimates only and do not guarantee that number will be ordered.*

*\* Responsive Education Solutions/Founders Classical Academies will continue to expand and add more grades/schools every school year.*