

Request for Proposals (RFP)

#17 CNP M024 for A/W Brown Vended Meals

DEAR Public Schools - Child Nutrition Program (DEA CNP) is seeking proposals for delivery of ready to eat vended meals daily for breakfast and lunch at DEAAW Brown campus star V / Ve a!

adequately prepare responses to Vendor/Contractor inquiries, all questions must be submitted by Wednesday, July 17, 2024, no later than 5:00 PM CST. Contact with DEAs personnel other than the CNP Ass & I

1) Introduction and Purpose

IDEA Public Schools ("IDEA") is a Texas nonprofit corporation and a tax-exempt organization pursuant to the Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, IDEA is an open enrollment charter holder, governmental entity and public school system. IDEA prepares Texas students from underserved communities for success in college and citizenship. IDEA is a growing network of high performing charter schools serving students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions. Although IDEA's growth is rapid, it is also carefully planned.

- (d) **IDEA anticipates negotiating or desires to negotiate the final award under this RFP to ensure that the goods and/or services sought do, in fact, address the purchasing requirements**

5) Proposal Submissions

- a) **Proposal Response Requirements** Proposals should be prepared in such a way as to demonstrate

conditions set forth in this RFP. By submitting a Proposal, Respondent accepts

iii) Workers' Compensation Vendor/Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

- e) Each insurance policy to be furnished by the successful Vendor/Contractor shall include "DEA Public Schools" as a certificate holder; as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named insured is not adequate to establish this status or fulfill this requirement.**
- f) Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to DEA by certified mail thirty (30) days prior to cancellation or upon any material change to coverage.**
- g) Vendor/Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor/Contractor shall keep the required insurance coverage in full force and effect at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.**

15) Administrative Procedure for Bidder Complaints

Members of the public having complaints regarding DEA's purchasing procedures or operations may present their complaints or concerns via telephone to DEA's Anonymous Ethics and Compliance Hotline, 833.380.1041.

PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

1) Scope of Work

The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. DEA will use objective criteria specified in Part IV to review Proposals and potentially make multiple awards, if deemed in the best interest of DEA, in its sole discretion.

DEA is seeking to procure the following goods and/or services:

- 1. E A A R**

Execution This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Formation and Good Standing Vendor/Contractor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas is a condition of the Agreement.

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Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by DEA

Prices DEA accepts Vendor's/Contractor's price(s) as recorded on Vendor's/Contractor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

Product Recall: Vendor/Contractor shall notify DEA immediately if a product recall is instituted on any good and/or service Vendor/Contractor has delivered or if Vendor/Contractor discovers or becomes aware of any defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

Purchase Order Required: Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without an DEA approved purchase order.

Record Keeping: It is the responsibility of Vendor/Contractor to maintain such records as are required

arent limited to information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case by case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPA requires IEA to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

Unsatisfactory Performance by Vendor Staff: If any person employed by Vendor/Contractor fails or refuses to carry out the services detailed in this Agreement or is, in the opinion of IEA, negligent in the performance of his or her duties, the Vendor/Contractor shall be responsible for the cost of replacement of such person.

PART VI – REQUIRED ATTACHMENTS

The attachments listed below are required and should be included with the Proposal. ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

- 1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.**
- 2. Attachment B – Vendor/Contractor Information**
- 3. Attachment C – Vendor/Contractor Certification**
- 4. Attachment D – Proof of Insurance or Bonding**
- 5. Attachment E – Certification Regarding**

Attachment B- Vendor/Contractor Information

Vendor/Contractor Information

- 1 Vendor/Contractor Legal Name:** _____
- 2 Vendor/Contractor d/b/a (if applicable):** _____
- 3 Employer Identification Number:** _____
- 4 Street Address:** _____
- 5 City, State, and Zip Code:** _____

Additional Requirements

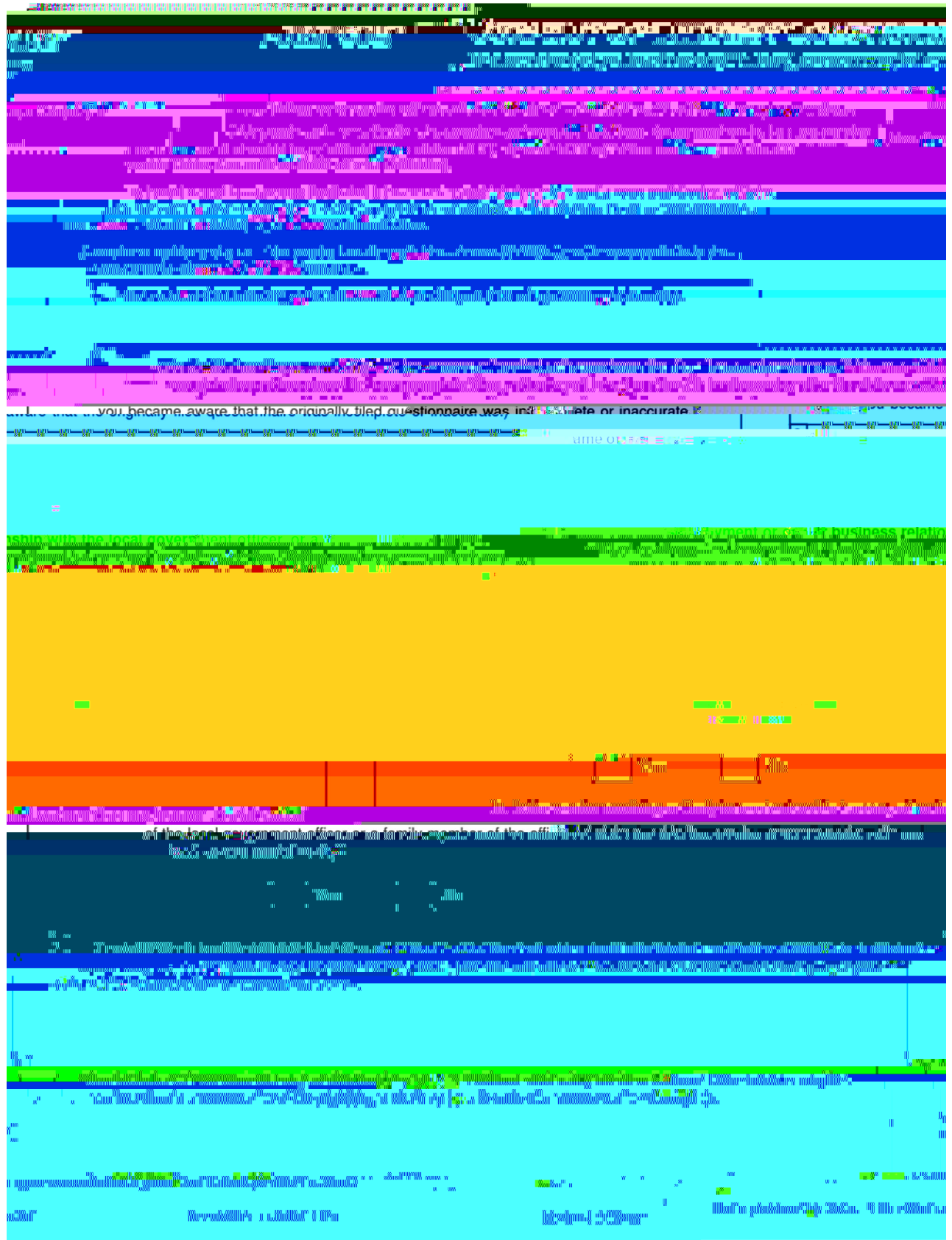
Proposal must include name of each person with at least 25% ownership of Vendor/Contractor:

Name:

Attachment H- Conflict of Interest Form CQ

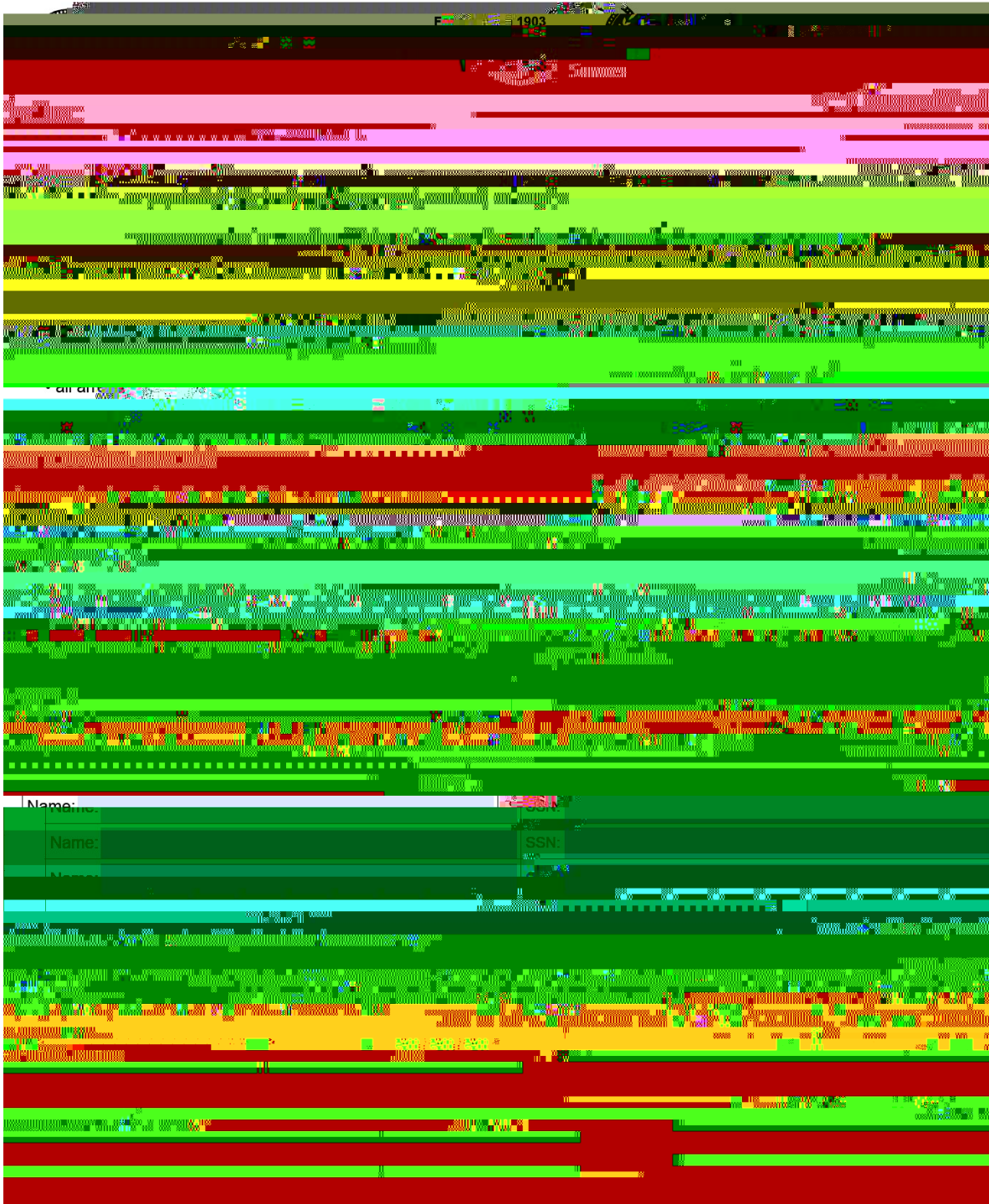
This questionnaire reflects changes made to the law by HB 23 84th Leg, Regular Session. This questionnaire is being filed in accordance with Chapter 176 Local Government Code, by a Vendor/Contractor who has a business relationship as defined by Section 176001(1-a) with a local governmental entity and the Vendor/Contractor meets requirements under Section 176006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Vendor/Contractor becomes aware of facts that require the statement to be filed. See Section 176006(a 1), Local Government Code. A Vendor/Contractor commits an offense if the Vendor/Contractor knowingly violates Section 176006 Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill out the Conflict of Interest Form CQ and submit with their Proposal.



Attachment I– Child Support Certification

The Texas Health and Human Services Commission Form 1908, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this



Attachment J- Equal Opportunity and Nondiscrimination

Attachment N- Contract Provisions for Contracts Involving Federal Funds

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.336 and Appendix K to 2 CFR 200 require the inclusion of the following contract provisions

- 1 _____ . Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate**
- 2 _____ . All contracts in excess of \$10,000 must address termination for cause and for convenience by IDEA including the manner by which it will be affected and the basis for settlement.**
- 3 _____ . Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246 "Equal Employment Opportunity" (30 FR 12319, 12985, 3 CFR 1964-1965 Comp, p 339), as amended by Executive Order 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**
- 4 _____ . When required by Federal program legislation, all prime construction contracts in excess of \$200,000 awarded by IDEA must include a provision for compliance with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulation (29 CFR 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be in**

5 _____ . Where applicable, all contracts awarded by DEA in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 USC 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is

Attachment O- Criminal History Review of Vendor/Contractor Employees

Texas Education Code § 220834 requires entities that contract with school districts or charter schools to provide services to obtain nationwide criminal history and/or fingerprinting record information regarding “covered employees”

Definitions

CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

Please complete the information below

I, the undersigned agent for the legal entity named below certify that [check one]:

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

**MEMORANDUM OF UNDERSTANDING
COMPLIANCE WITH CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENTS**

WHEREAS Texas Education Code ("TEC") § 22.0834 requires Vendor/Contractors providing services to IDEA Public Schools ("IDEA") to facilitate a national criminal history record information review for any Vendor/Contractor or subcontractor employees who (1) have or will have continuing duties related to the Agreement and (2) have or will have direct contact with students ("covered employees") prior to beginning contract services pursuant to the Agreement; and

WHEREAS Vendor/Contractor provides contract services to IDEA; and

WHEREAS pursuant to Texas Government Code ("TGC") § 411.0845, the Texas Department of Public

3

Customer/Client/School or Organization/Entity Name

Street Address

City

State

Zip

Contact Person

Phone Number

Email Address

Project Scope

Dates of Contract

4

Customer/Client/School or Organization/Entity Name

Street Address

City

State

Zip

Contact Person

Phone Number

Email Address

Project Scope

Dates of Contract

Attachment Q- Recent and Ongoing Projects

Respondent shall list any projects completed in the past three to five years that are similar to the scope of work in this RFP. If additional space is required, attach additional pages hereto

1 _____
Customer/Client/School or Organization/Entity Name

Contact Person	Phone Number	Email Address
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Brief Project Scope: _____

2 _____
Customer/Client/School or Organization/Entity Name

Contact Person	Phone Number	Email Address
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Brief Project Scope: _____

3 _____
Customer/Client/School or Organization/Entity Name

Contact Person	Phone Number	Email Address
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Brief Project Scope: _____

4

Customer/Client School or Organization/Entity Name

Contact Person

Phone Number

Email Address

Brief Project Scope: _____

5

Customer/Client School or Organization/Entity Name

Contact Person

Phone Number

Email Address

Brief Project Scope: _____

6

Customer/Client School or Organization/Entity Name

Contact Person

Phone Number

Email Address

Brief Project Scope: _____

Attachment R- Litigation Terminations Claims

Respondent shall list any project completed in the past three to five years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity

1 _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
-----------------------	---------------------	----------------------

Brief Description of Event or Issues _____

2 _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
-----------------------	---------------------	----------------------

Brief Description of Event or Issues _____

3 _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
-----------------------	---------------------	----------------------

Brief Description of Event or Issues _____

Attachment T- Meal Plan Pattern & Academic Calendar

Food-Based Meal Pattern
28-Day Cycle Menu for K - 8th Grade Sample

Lunch						
1	2	3	4	5	6	7
MMA 2 oz. eq.	Baked Chicken 2 oz. eq. (1.5 oz. eq. MMA)	Cheese Sauce 2 oz. eq. (1.5 oz. eq. MMA)	Chicken Cheese Casserole 2 oz. eq. (1.5 oz. eq. MMA)	Roast Beef 2 oz. eq. (1.5 oz. eq. MMA)	Papa John's Pizza 2 oz. eq. (1.5 oz. eq. MMA)	Veggie Medley 1.5 oz. eq. (1.5 oz. eq. MMA)
3B Dinner Roll	WGR Pasta 1.5 oz.	WGR Tortilla 1.5 oz.	WGR Bun 1.5 oz.	WGR Bun 1.5 oz.	WGR Bun 1.5 oz.	WGR Bun 1.5 oz.
WGR Milk 1.5 oz.	WGR Milk 1.5 oz.	WGR Milk 1.5 oz.	WGR Milk 1.5 oz.	WGR Milk 1.5 oz.	WGR Milk 1.5 oz.	WGR Milk 1.5 oz.



Attachment U- Food Based Nutrition Standards for NSIP & SBP

FOOD BASED NUTRITION STANDARDS						
Nutrient	NSIP		SBP		Additional veg to Reach Full Score	Score
	NSIP	SBP	NSIP	SBP		
Protein	12.5	12.5	12.5	12.5	0	0
Fiber	4	4	4	4	0	0
Calcium	120	120	120	120	1	1
Vitamin A	1200	1200	1200	1200	1	1
Vitamin C	120	120	120	120	1	1
Iron	2.5	2.5	2.5	2.5	0	0
Grains	10	10	10	10	0	0
Dairy	1	1	1	1	0	0
Fruits	1	1	1	1	0	0
Vegetables	1	1	1	1	0	0
Swimming	1	1	1	1	0	0
Physical Education	1	1	1	1	0	0
Health Education	1	1	1	1	0	0
SEL	1	1	1	1	0	0
Total	100	100	100	100		

Attachment W- Deviations and Exceptions

If the undersigned Vendor/Contractor intends to deviate from the specifications listed in this RFP, all such deviations must be listed on this page (and attachments as necessary), with complete and detailed conditions and information included or attached. IEA will consider any deviation in its RFP award decisions, and IEA reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions. **Please note that deviations and variations are strongly discouraged and may be grounds for Proposal rejection at IEA's sole discretion.**

In the absence of any deviation entry on this form the Vendor/Contractor assures IEA of its full compliance with the terms and conditions, specifications, and all other information contained in this RFP:

The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP without deviation and exception.

The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP except as follows:

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Part VII APPENDICES

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

END OF IDEA PUBLIC SCHOOLS REP