

Jean Massieu Foundation dba Jean Massieu Academy

School Nutrition Program

Vended Meal Service

REQUEST FOR PROPOSAL

AND

CONTRACT

**Jean Massieu Academy
823 N. Center Street
Arlington, Texas 76011
Phone (817) 460-0396
Website: www.jeanmassieu.com**

**In Compliance with the
Texas Department of Agriculture
Food and Nutrition
P. O. Box 12847
Austin, Texas 78711-2847
Phone (877) TEX-MEAL
Fax (888) 203-6593
Website <http://www.squaremeals.org>**

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- (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: [mailto: program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

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I. INTRODUCTION

This document contains a Request for Proposals for providing vended meal food services for Jean Massieu Academy's participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract (Contract) between the offeror, Vended Meal Provider (VMP) and the School Food Authority (SFA).

The Texas Department of Agriculture (TDA) is not and will not be a party to any contract between a school food authority (SFA) and a company providing vended meals to a school food authority. The school food authority has full responsibility for ensuring that the terms of the Contract are fulfilled. The Texas Department of Agriculture (TDA) has no involvement with the enforcement of this Contract; however, TDA can deny payment for meals received or purchased under an invalid Contract.

II. REQUEST FOR PROPOSALS

A. Legal Notice

Notice is hereby given that Jean Massieu Academy, hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter a contract with any party for alternative food service unless, in the sole opinion of the SFA, it is in the SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposals (RFP) shall be borne in full by the party incurring said cost.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The offeror to this RFP will be referred to as the Vended Meal Provider (VMP), and any contract that may arise from this RFP will be between the VMP and the SFA.

B. Request for Proposals

Proposals will be received until 12:00 p.m. Central Standard Time on June 30th, 2022 for supplying Jean Massieu Academy (SFA) with vended meal services during the school year of 2022-2023 school year, with options for renewal of the Contract for four (4) additional terms of one year each.

INSTRUCTIONS TO OFFERORS:

Submit all required forms with proposal. Proposal envelopes must be clearly marked on the outside as follows:

Jean Massieu Academy
Attn: Child Nutrition Dept.
Proposal for Child Nutrition Vended Meals Services
FY2022-2023
Name of Vended Meal Service Company

Competitive sealed proposals are to be sent to:

Jean Massieu Academy
Attn: Child Nutrition Director, Alyssa Nanninga
823 N. Center
Arlington, TX 76011
Telephone: (817) 460-0396
email: schoolinfo@jmaisd.org

DIRECT INQUIRIES/QUESTIONS TO:

Alyssa Nanninga or Monica Fox
email: schoolinfo@jmaisd.org

NO PHONE CALLS pertaining to this RFP will be accepted. All inquiries must occur by email.

The SFA reserves the right to reject any and all proposals and to waive any minor technicalities in order to take the action which it deems to be in the best interest of the SFA.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposals method (commonly known as a Request for Proposals or RFP). The Competitive Sealed Proposals method differs from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of the Contract.

As provided herein, under state law and, or regulations and SFA's policy, discussions may be conducted with responsible offerors who submit proposals (Proposals) determined to be reasonably susceptible to be selected for award, for clarification, to assure full understanding of all terms and conditions of the response to this RFP and the Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR § 200.

D. Pre-Proposal Meeting

Interested offerors may make inquiries via email to the SFA to review the specifications, to clarify any questions, and to make an appointment to walkthrough the SFA facilities with school officials if desired.

E. Proposal Submission and Award

SFAs must use this prototype Vended Meal Provider RFP and Contract to be approved. An SFA not completing the required procurement procedures cannot be approved for participation in the reimbursement programs.

Two copies of Competitive Sealed Proposals are to be submitted to:
Jean Massieu Academy
Attn: Child Nutrition Director, Alyssa Nanninga
823 N. Center
Arlington, TX 76011
email: schoolinfo@jmaisd.org

Proposals will be received until 12:00 p.m. Central Standard Time on June 30th, 2022 for supplying Jean Massieu Academy (SFA) with vended meal services during the school year of 2022-2023 school year, with options for renewal of the Contract for four (4) additional terms of one year each

To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the Proposal, and considered responsive to this RFP. No other documents submitted with the RFP and Contract will affect the Contract provisions, and there may be no modifications to the RFP and Contract language. If offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

Award will be made only to a qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the Proposal or termination of any subsequent Contract.

The qualification data shall be submitted by each offeror along with the sealed Proposal, and offeror must be incorporated or licensed to do business in the State of Texas and must be registered with the Food and Nutrition Division (FND) of the Texas Department of Agriculture (TDA). Respondents should submit annual reports or financial statements for the past fiscal year in the format of an "accountant's review," including notes to the financial statements and provided by a certified public accountant. If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation of the weight criteria. If offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, offeror will receive points for that experience in the evaluation of the weight criteria.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. Paying the VMP from School Nutrition Program funds is prohibited until the Contract is signed.

If additional information is requested, please contact Alyssa Nanninga or Monica Fox by email contact at ananninga@jmaisd.org or mfox@jmaisd.org

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

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

H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

I. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by SFA and which will result in a binding Contract. Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed. _____ (VMP must initial and date here to show agreement)

J. Final Contract

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the VMP that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section III, Paragraph 5 of the Standard Terms and Conditions.

(THIS SPACE INTENTIONALLY LEFT BLANK)

III. STANDARD TERMS AND CONDITIONS

A. Definitions

The following definitions shall apply within this document and its attachments:

1. "Accounting Period" means 30 days.
2. "Allowable Cost" means costs that are allowable under 2 CFR Part 200, Subpart E, "Cost Principles".
3. "Applicable Credit" means the meaning established in 2 CFR 200.406.
4. "Charge" means any charge for an Allowable Cost that is: (i) incurred by VMP in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) not provided for in other provisions of this contract. A Charge must be itemized and invoiced to the SFA for payment.
5. "Contract" means this RFP and Contract, the exhibits attached to this RFP and Contract, and VMP's Proposal, as accepted by SFA in its sole discretion.
6. "Cost-reimbursable" contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
7. "Direct Cost" means any Allowable Cost that is: (i) incurred by VMP in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) reasonably necessary for VMP to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
8. "Effective Date" means August 17, 2022.
9. "Fixed Fee" means an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
10. "VMP's Proposal" means Vended Meal Provider's response to the RFP and Contract.
11. "General and Administrative Expense Fee" means VMP's fee for those services provided at SFA's Food Service Locations, which shall include all the following and should be figured into the fixed meal cost as designated by this contract. No additional fees other than the fixed meal cost except as agreed by the two parties will be allowable. Fees include but are not limited to: Personnel and Labor Relations Services and Visitation, Legal Department Services, Purchasing and Quality Control, Technical Research, Cost Incurred in Hiring and Relocating VMP Management Personnel, Dietetic Services (Administrative and Nutritional), Test Kitchens, Accounting and Accounting Procedures, Tax Administration, Technical Supervision, Supervisory Personnel and Regular Inspections or Audit Personnel, Teaching and Training Programs, General Regional Support, General National Headquarters Support, Design Services, Menu Development, Information Technology and Support, Payroll Documentation and Administrative Cost, Sanitation, and Personnel Advice. Expenses included in the General and Administrative Fees may not be charged in any other expense. Only actual, net, documented costs may be charged to SFA for any charges outside the General and Administrative Fees. Administrative fees related to commodities such as transportation/processing/storage will be accounted for as outlined in later sections of this

contract and must be accounted for and remitted to the SFA as required by TDA policy and regulations.

12. "Meal Equivalent" can be derived in two ways to obtain the meal equivalency: 1) dividing the total cost of producing a la carte items sold by the unit cost of producing a reimbursable lunch; and 2) absent cost data, dividing the a la carte revenue by the per meal sum of the Federal and State Free reimbursement plus value of USDA entitlement and bonus donated foods. A la carte revenue should include all sales to adults and a la carte sales to students. (*Guidance for School Food Authorities*, May 2016)

13. "Non-profit School Food Service Account" means the restricted account in which all the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

14. "Program(s)" or "Child Nutrition Program(s)" means the USDA Child Nutrition Programs in which SFA participates.

15. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.

16. "Proposal" means Vended Meal Provider's response to the RFP and Contract.

17. "RFP" means SFA's Request for Proposal and Contract, # _____ [insert SFA's RFP and Contract #], and all its attachments.

18. "Services" means the services and responsibilities of VMP as described in this Contract, including any additional services described in Section O of this Contract.

19. "SFA" or "School Food Authority" means the school food authority as defined in 7 CFR § 210.2.

20. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year.

21. "SFA's Food Service Facilities" means the areas, improvements, personal property and facilities made available by SFA to VMP for the provision of the food services as more fully described herein.

22. "SFA's Food Service Program" means the preparation and service of food to SFA's students, staff, employees and authorized visitors, including those programs identified in SFA's RFP and Contract, which may include but is not limited to the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the After School Care Program, Disaster Feeding, the Summer Program (SP), the Fresh Fruit and Vegetable Program (FFVP), the Child and Adult Care Food Program (CACFP), Commodity Services such as Department of Defense Fresh and Brown Box programs, and the a la carte food service.

23. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.

24. "Summer Program" means either the Summer Food Service Program or the Seamless Summer Option identified herein below, and in which SFA participates.

25. "TDA" means the Texas Department of Agriculture.

26. "USDA" means United States Department of Agriculture, Food, and Nutrition Service.

B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section III, paragraph M, this Contract will be in effect for a period of one year commencing on August 17, 2022, and terminating on May 26th, 2023, **and may be renewed for four (4) additional terms of one year each upon agreement between the SFA and the VMP.**

2. During the term of this Contract, VMP shall provide vended meal services for SFA's Food Service Program in conformance with SFA's agreement with the Texas Department of Agriculture's (TDA) Food and Nutrition Division (FND).

3. VMP shall provide vended meal food services for the child nutrition programs operated by the SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as an "Exhibit" and fully incorporated herein.

4. The VMP shall be an independent contractor and not an employee of the SFA. The employees of the VMP are not employees of the SFA.

5. VMP's operation of SFA's Food Service Program shall include performance by VMP of all the Services, which are described in this Contract, for the benefit of SFA's students, faculty, and staff.

6. The SFA shall retain signature authority for the application/contract, free and reduced price policy statement, and Programs indicated herein, and the monthly claim for reimbursement. (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a] [5])

7. SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b)(18) and 7 CFR § 245.6(e))

8. SFA shall implement an accurate point of service count using the counting system approved in its application to participate in the School Nutrition Programs and approved by TDA as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.

9. SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for conducting any hearings related

to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.

10. The SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.

11. SFA and VMP agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.323(d).

12. SFA shall be legally responsible for the conduct of SFA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules, and policies including regulations, rules, and policies of TDA and USDA regarding the School Nutrition Programs.

13. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.

14. SFA shall establish all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)

15. SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. VMP shall fully cooperate with SFA in resolving review and audit issues, and VMP shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from VMP's intentional or negligent acts.

16. SFA shall monitor the food service operation of VMP through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR § 210.16(a) (3))

17. If there is more than one SFA Food Service Location, SFA shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. SFA shall always retain responsibility for the counting and claiming system. (7 CFR § 210.8(a) (1))

18. VMP shall maintain all records necessary, in accordance with applicable regulations, for SFA, TDA and USDA to complete required monitoring activities and must make said records available to SFA, TDA, and USDA upon request for auditing, examination, and review. (7 CFR §

210.16(c) (1))

19. VMP may provide additional food service such as banquets, parties, and refreshments for meetings as requested by the SFA and as mutually agreed upon by the VMP. SFA will be billed for the actual cost of food, supplies, labor, and VMP's overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless SFA's students will be the primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14.)

20. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.

21. SFA may request of VMP additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any change to the scope of services to be provided by VMP that is beyond the scope or original intent of this RFP and Contract, or that would constitute a material change to the RFP/Contract must be rebid. A key factor in determining materiality is whether other bidders knowing of the change would have bid differently. (Reference USDA Guidance Memo SP2-2010, October 9, 2009.)

22. VMP shall cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.

23. VMP shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including but not limited to USDA Regulations at 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1), and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit" and fully incorporated herein by reference.

24. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

25. VMP shall comply with all SFA building rules and regulations.

26. Gifts from VMP: The SFA's officers, employees, or agents shall neither solicit nor accept

gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. (See SP 09-2015; and 2 CFR Parts 200.112 & 318).

27. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food service, such as money or rebates for school improvements and student scholarships, are not allowable.

28. The SFA shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.

29. The parties agree to operate the Program according to federal, state, and local regulations.

30. If the VMP provides services for use of USDA commodities or DoD Fresh programs at any of SFA's Food Service Locations, SFA and VMP agree to operate the programs in accordance with the requirements of all applicable regulations and policies, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM). SFA and VMP further agree that as required by USDA regulation, the full value of the commodities must be returned to the school. Additionally, not more than 10% of the total funds awarded to the school and/or schools for operation of these programs may be used for administrative expenses.

C. Food Service

1. VMP shall provide breakfast and lunch meals, excluding required beverages, on such days and at such times as requested by the SFA. SFA will provide a calendar for the days meals are required.
2. SFA shall retain control of the quality, extent, and general nature of the food service.
3. The SFA shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section B, Paragraph 3 herein.
4. VMP shall provide meals that meet the meal pattern set by USDA.
5. VMP shall provide the specified types of service in the schools/sites listed in the Exhibits.
6. SFA shall sell on the premises only those foods and beverages authorized by the TDA and only at the times and places designated by the TDA, and that meet School Nutrition Program requirements.

7. VMP must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case by case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods, unless otherwise exempted by FNS. Such statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR §210.10(g)(1); and SP 59-2016, Sept. 26, 2016). The VMP may make substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Substitutions for students without disabilities who cannot consume the regular meal because of non-disabling medical or other special dietary needs must be made on a case-by-case basis only when supported by a statement from a licensed medical authority except in the case of fluid milk substitutions (reference: 7 CFR §210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, *"Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff."*)

8. SFA shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § 210.10[g] and 7 CFR § 220.8)

9. VMP will prepare meals off site and deliver in bulk form. Food components shall be accompanied by written instructions (production records) regarding the planned portion serving size for each food component needed to meet the appropriate meal pattern requirement. The menu planning systems used by the school are traditional.

10. SFA agrees to maintain a registered food service manager at each site where meals are served.

11. VMP agrees to provide a contact person to be accessible with four (4) hours from delivery time and serving time for resolving any issues regarding: meal nutrition requirements,

food specifications, and meal quantity.

12. VMP agrees to develop a 20-day lunch cycle menu and a 20-day breakfast cycle menu. Menus may be changed after notice to the SFA. The menus repeat after four (4) weeks.

13. The meals will be delivered by the VMP at least 45 minutes before the scheduled meal serving times. The VMP reserves the right to deliver meals earlier than 45 minutes before the scheduled meal serving time.

14. SFA will notify VMP at a mutually agreed upon time each week the total number of meals that will be needed at each location and for each age group for the following week. SFA must provide VMP with at least a two (2) day notice of any change in the number of meals needed.

15. SFA agrees to protect and return all equipment owned by the VMP used in the delivery and service of meals.

16. A designee of the SFA must sign the delivery tickets and check the delivery items for accuracy.

17. VMP will notify the SFA of a change or substitution to the approved menu in each practicable situation.

18. VMP agrees that each substituted food item will be of a quality equal to or better than the scheduled menu item.

19. SFA agrees to provide a trained food handler at each school site to perform the following services:

- a. Implement approved HACCP and SSOP procedures
- b. Accept breakfast and lunch meal deliveries
- c. Serve breakfast and lunch meals
- d. Manage milk, juice, and other child nutrition deliveries

D. Menus

1. VMP shall serve meals that follow the 20-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as an "Exhibit" and fully incorporated herein, and that meet School Nutrition Program requirements.

3. VMP must follow: (i) the 20-day menu cycle and Meal Specifications developed for the

NSLP; (ii) the 20-day menu cycle and Meal Specifications developed for the SBP; (iii) the 20-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program, if applicable to the SFA; and (iv) the 20-day menu cycle and Meal Specifications developed by SFA for the Summer Program, if applicable to the SFA.

5. VMP may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program or the a la carte items without written approval of SFA which may include approval through email correspondence. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16 and 7 CFR §210.10) Any changes or variances requested by VMP for substitutions to SFA menu of lower quality food items shall be justified and documented in writing by VMP. VMP must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, TDA and USDA for review upon request. (7 CFR 210.16(c) (1) and 7 CFR §210.23)

6. VMP must comply with SFA's local wellness policy as it pertains to any local, state, or federal regulations related to the child nutrition program. In addition, the VMP must comply with all state and local laws that affect school meal preparation and/or service.

E. Purchases

1. If VMP is procuring goods or services that are being charged to the SFA:

a. VMP may not serve as a vendor.

b. SFA shall ensure that VMP fully discloses all discounts, rebates, applicable credits, allowances, and incentives received by the VMP. Allowable costs will be paid from the nonprofit school food service account to the VMP net of all discounts, rebates and other applicable credits accruing to or received by the VMP or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.

c. If VMP receives a discount, rebate, applicable credit, allowance, or incentive, VMP must disclose and return to the SFA nonprofit school food service account the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of SFA, and appropriate records which allow the SFA to ensure compliance as described in Exhibit M of this document must be maintained by the VMP. 7 CFR Part 210.21(f)(l)(i).

d. VMP's determination of its allowable costs must be made in compliance

with the applicable Department and Programs regulations (Reference 2 CFR Part 200).

e. VMP must (1) separately identify, for each cost submitted for payment to the school food authority, the amount of an Allowable Cost and the amount that is unallowable, or (2) VMP must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for Contract cost determination and verification.

f. VMP shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

g. The method by which VMP shall report discounts, rebates, and other Applicable Credits allocable to the Contract that are not reported before the conclusion of the Contract is monthly.

h. All discounts, rebates, allowances, and incentives must be returned to the SFA by the end of the current billing month, but in no case later than the end of that current program year.

i. VMP shall maintain documentation of costs and discounts, rebates, and other Applicable Credits consistent with federal, state and local regulations, and shall furnish such documentation upon request to the SFA, or state or federal representatives or auditors.

j. VMP administrative costs for processing and/or transport of commodities cannot exceed ten (10%) percent, must be strictly itemized, may only be charged for allowable expenses such as transportation of goods from the warehouse to the VMP, and may not be charged against the value of the commodities, but must be invoiced separately to the SFA. The SFA is required by TDA to strictly scrutinize all requests for reimbursement of costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for administrative costs. TDA will monitor the SFA and VMP to ensure strict compliance with this provision.

4. If VMP is acting as a purchasing agent on behalf of SFA and purchasing foods or other goods or services for SFA under this Agreement, the VMP shall comply with all applicable

competitive bidding and open competition requirements for such purchases, as set forth in 2 CFR Part 200, including but not limited to 2 CFR Sections 200.317-326. In addition, the VMP shall comply with all applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1).

6. SFA and VMP acknowledge that, to the extent required by 7 CFR § 250.23 and 2 CFR Part 200, SFA and VMP must, whenever possible, purchase only food products that are produced in the United States. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). The SFA participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request from SFA. Requests for exemption must include the: a) Alternative substitute(s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute (s); and ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered; and b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food product; and iv) Price of the non-domestic product that meets the required specification of the domestic product."

7. SFA and VMP acknowledge that to the extent required by Texas Education Code § 44.042(a), unless preempted by federal law or regulations, SFA or VMP, will use best efforts to purchase agricultural products produced, processed, or grown in Texas if the cost and quality are equal. The availability of Texas products is expected by SFA. The farm to school relationship should be enhanced, encouraged, and supported by any vendor supplying goods to SFA. Therefore, SFA will always give preference to items that can be delivered within 24 hours of harvest or production. It is encouraged that the VMP submit a list of locally grown, processed, and manufactured items available through them for consideration on a regular basis. The products must be labeled and a good faith effort put forward by VMP to purchase local first when available. In keeping with our mission of establishing relationships, we advocate for a fair

price be paid to farmers to help make this important segment of our business sustainable.

F. USDA-Donated Foods

1. SFA shall retain title to all USDA-donated foods.
2. VMP will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
3. SFA shall assure that the maximum amount of USDA-donated foods is received and utilized by VMP. (7 CFR § 210.9(b)(15))
4. SFA shall ensure that VMP has credited it for the value of all USDA-donated foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))
5. SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. (7 CFR § 250.15)
6. VMP further agrees to accept and use all other donated foods in SFA's food service. VMP may use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA-donated foods, in SFA's Food Service Program.

SFA shall consult with the VMP in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.

Upon termination of this Contract, VMP must, at SFA's discretion, return other unused USDA-donated foods to SFA. The value of other unused USDA-donated foods shall be based on the market value of all USDA-donated foods received for use in SFA's food service. Market value shall be the allocated value provided to the SFA in the Texas Unified Nutrition Program System (TX-UNPS). (7 CFR § 250.51(a))

7. VMP is prohibited from entering any processing contracts utilizing USDA-donated foods on behalf of the SFA. VMP agrees that any procurement of end products by VMP on behalf of SFA will follow the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements. VMP shall credit SFA for the value of USDA-donated foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.51(a))
8. VMP shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.

9. VMP shall credit SFA for the full value of all USDA-donated foods received for use in SFA's meal service in the school year, whether the donated foods are used that year or not, including both entitlement and bonus foods and including the value of USDA-donated foods contained in processed end products. The way VMP shall account for the value of USDA-donated foods is Fixed-meal rate: VMP must subtract from SFA's monthly bill/invoice the market value of all USDA-donated foods received for use in SFA's food service. The market value is based on the allocated value provided to the SFA in TX-UNPS. (7 CFR § 250.51).

VMP is prohibited from cashing out USDA-donated foods and providing a credit to SFA for USDA-donated foods. (7 CFR § 250.13)

10. VMP will comply with 7 CFR 250.14(b) and 250.52 concerning storage and inventory management of USDA-donated foods in accordance with 7 CFR 250.52. VMP will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods and ensure that its system of inventory management will ensure that the SFA receives the full value for USDA-donated foods. Failure by VMP to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods.

11. VMP will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning processing fees or submittal of refund requests to the SFA, or remittance of refunds for the value of donated foods to the SFA, in accordance with requirements in 7 CFR, part 250 subpart C.

12. VMP shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of VMP's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA-donated foods. (7 CFR § 250.53(a) (10))

13. VMP shall maintain records to document its compliance with requirements relating to USDA-donated foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a) (11))

14. In a Fixed-meal rate contract, the bid rate per meal must be calculated as if no USDA-donated commodities were available.

15. VMP acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA-donated foods. (7 CFR § 250.53(a) (12))

16. VMP shall ensure that all federally donated foods received by the SFA and made available to the VMP accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein. [7 CFR § 210.16(a)(6)]

G. Employees

1. VMP shall comply with all wage and hours of employment requirements of federal and state laws.

2. VMP shall provide Workers' Compensation coverage for its employees, as required by law.

3. VMP shall instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to VMP.

4. VMP shall assign to duty on SFA's premises only employees acceptable to SFA.

5. VMP will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, VMP shall immediately restructure its food service staff to avoid disruption of service.

6. VMP shall cause all its employees assigned to duty on SFA's premises to submit to health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.

7. All SFA and VMP personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

16. To the extent and in the manner required by state law, VMP shall perform a security (background) check on any VMP employee that will be working at SFA and provide the results of these checks to the SFA.

17. Both SFA and VMP shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR Part 210.30, throughout the initial term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR Part 210.2. Both SFA and VMP shall establish and implement the foregoing standards and requirements under this Contract.

H. Use of Facilities, Inventory, Equipment, and Storage

1. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.

2. At the commencement, termination, or expiration of this Contract, VMP and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. VMP and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, VMP shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of VMP except through the negligence of VMP or its employees, or for any other reason beyond the control of VMP. VMP and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

3. At the commencement and at the expiration or termination of this Contract, VMP and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. Commodities shall also be inventoried by a separate inventory. VMP and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. VMP shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from: (1) normal wear and tear; or (2) theft, fire, or other casualty loss beyond the control of VMP and not arising from the negligence of VMP or its agents. The value of the inventories, except for commodities inventories, shall be determined by invoice cost. The value of commodities inventories shall be the market value, which is the value in USDA's Electronic System such as FFAVORS or similar system at the time the USDA-donated foods are received by SFA.

4. During this Contract, title to all SFA food and supplies shall remain with the SFA.

5. VMP shall maintain adequate storage procedures, inventory, and control of USDA-donated foods in conformance with SFA's agreement with TDA. VMP is to utilize the TDA assigned warehouse until pick-up for storage at its own facilities. Any overage charges for over stay of product at the TDA assigned warehouse will be the expense of the VMP.

6. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules, and regulations.

7. SFA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of VMP.

8. SFA shall not be responsible for loss or damage to equipment owned by VMP and located on SFA premises.

9. VMP shall comply with all SFA building rules and regulations.

10. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.

I. Health Certifications/Food Safety/Sanitation

1. VMP shall maintain, in the storage preparation and service of food, proper sanitation, and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b) (14))

2. VMP shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c) (2))

3. VMP shall obtain and post all licenses and permits as required by federal, state, and/or local law.

4. VMP shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a) (7))

5. SFA shall maintain applicable health certification and ensure that VMP complies with all applicable state and local regulations pertaining to sanitation, preparing, or serving meals at a SFA facility. (7 CFR § 210.16(a) (7))

8. The SFA and VMP shall each be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas in their respective areas. VMP will notify SFA of any problems in this area.

9. The SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.

10. The VMP shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.

11. VMP shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system

as required by 42 U.S.C. § 1758(h)(5)(A).

12. At least two health inspections will be conducted by the Health Department at every site involved in school meal preparation and/or service as required by 42 U.S.C. § 1758(h)(1).

J. Financial Terms

1. All income accruing because of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund. Any profit or guaranteed return shall remain in the SFA's Non-profit School Food Service Fund.

2. All facilities, equipment, and services to be provided by SFA shall be provided at SFA's expense.

3. Payment Terms/Method

a. (Competitive Sealed Proposals) **Fixed-meal Rate Bid**—the VMP must bid and will be paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on the assumption that no donated commodities will be available for use. The method by which VMP will use and account for USDA-donated foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

To be completed by the VMP:	
Fixed Price Per Meal/Meal Equivalent:	
Breakfast	\$ _____
Lunch	\$ _____
Sack meals for field trips:	\$ _____

involved in school meal preparation and/or service as required by 42 U.S.C. § 1758(h)(1).

K. Award Criteria

Award Criteria

Proposals will be evaluated by the SFA based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Contracts must be awarded to the responsive and responsible bidder whose proposal is lowest or most advantageous to the

program with price and other factors considered of which cost must be the primary consideration. See United States Department of Agriculture's Food and Nutrition Service Memo dated November 13, 2015, SP 12-2016. Each area of the award criteria must be addressed in detail in the Proposal.

Weighted Evaluation Criteria

- (_25___) points Cost & Financial Proposal
 - (_20___) points Service Capability Plan (Demonstrates VMP's ability to provide services as stated in the RFP/Contract)
 - (_10___) points Experience, References
 - (_10___) points Familiarity with TDA and USDA regulations, practices, audit procedures
 - (_15___) points Financial Condition/Stability, Business Practices
 - (_10___) points Accounting and Reporting Systems
 - (_10___) points Personnel Management
- 100 points TOTAL

The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

5. For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, After School Care Program and Summer Program meals served to children shall be determined by actual count; provided, however, that no payment will be made to VMP for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; do not meet school HACCP or other policies or regulations, or (iv) do not otherwise meet the requirements of this Contract .

6. Payment Terms/Method: VMP shall invoice SFA not more than 10 days after the end of

each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period. Accounting Period is 30 days, but may be adjusted upon agreement by the SFA and VMP. Invoices may be sent weekly, bi-weekly, or monthly as agreed upon by the parties.

7. SFA shall make payment in accordance with the Texas Prompt Payment Act, Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.

8. VMP must submit detailed cost documentation for each Accounting Period to support what the SFA is charged for each cost, Charge, or expense on invoices. Costs, Charges, and expenses must be mutually agreeable to the SFA and the VMP and be allowed by TDA. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by VMP will include reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food or commodities within that same accounting period as stated herein.

L. Books and Records

1. VMP shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit invoices no later than the 10th day following the accounting period in which services were rendered.

2. VMP shall maintain records to support all allowable expenses appearing on the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories: program foods, non-program foods, non-food supplies.

3. VMP shall provide SFA with a year-end statement.

4. SFA may conduct an internal audit of food and other expense items as needed.

5. SFA and VMP must provide all documents as necessary for auditors from either party, TDA, or USDA to conduct proper investigation into the SFA's child nutrition programs.

6. SFA shall ensure that all revenues from the sale of non-program foods accrues to the non-profit school food service account and that revenues available to support the production of reimbursable school meals does not subsidize the sale of non-program foods. Non-program foods may include but are not necessarily limited to: a la carte; catered foods; vending machine foods; and student stores operated and any other sales generated through the nonprofit school food service account not already described herein. The foregoing information shall be utilized to

determine compliance with revenue from non-program foods found at 7 CFR Part 210.14(f).

7. VMP shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding VMP's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17] and 2 CFR §200.333).

8. Authorized representatives of SFA, TDA, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation. VMP shall fully cooperate in such administrative reviews providing the documentation required such as recipes, nutrition and product labels, and other such information as may be needed to conduct the administrative review.

M. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to VMP, then SFA shall have the option to terminate this Contract by giving 10 days written notice to VMP.

2. In the event either party commits a material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, if the breach concerns sanitation problems; the failure to maintain insurance coverage as required by this Contract; failure to provide required periodic information or statements related to commodities specifically, or to the child nutrition program generally; or failure to maintain quality of service at a level satisfactory to SFA; SFA may terminate this Contract immediately.

3. If either party is prevented from performing its obligations under this Contract by war,

acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.

4. In the event of VMP's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue all available administrative, contractual, and legal remedies against VMP.

5. VMP shall promptly pay SFA the full amount of any meal over claims, disallowed costs or other fiscal actions which are attributable to VMP's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.

6. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

7. Upon service ending by either Contract expiration or termination, it shall be incumbent upon the VMP to cooperate fully with the replacement VMP or SFA if SFA is returning to a self-operated food service and with TDA to ensure a smooth and timely transition to the replacement VMP or SFA.

N. Insurance

1. VMP and SFA shall maintain appropriate liability insurance such as for companies authorized to do business in the state of Texas. A Certificate of Insurance of VMP's insurance coverage indicating these amounts must be submitted at the time of award.

2. SFA shall be provided notice of cancellation of insurance policies 30 days before such cancellation is to take effect.

5. Notwithstanding any other provision of this Contract, SFA shall not be liable to VMP for any indemnity.

O. Trade Secrets and Proprietary Information

1. During the term of this Contract, VMP may grant to SFA a nonexclusive right to access certain proprietary materials of VMP, including menus, recipes, signage, food service surveys

and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by VMP) and similar compilations regularly used in VMP business operations ("Trade Secrets"). SFA shall not disclose any of VMP's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of VMP. All trade secrets and other confidential information shall remain the exclusive property of VMP and shall be returned to VMP immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. In the event of any breach of this provision, VMP shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All SFA's obligations under this section are subject to SFA's obligations under the Texas Public Information Act and any other law that may require SFA to use, reproduce or disclose VMP confidential information. This provision shall survive termination of this Contract.

2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which TDA and USDA shall have unrestricted rights.

3. During the term of this Contract, VMP may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). VMP agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. VMP further agrees that VMP has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of VMP's obligations under this Contract. VMP will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, VMP shall return to SFA any copies of SFA's Confidential Information provided to VMP by SFA, and VMP will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether modified or merged into other materials.

P. Optional Requirements to Be Included

1. Information Technology Systems

(a) The SFA shall provide, install, deploy into production, operate, and maintain and support an information technology system (the "IT System") for

point of sale (POS), (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of SFA's Food Service Programs. SFA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation, and maintenance of the IT System.

(b) VMP shall provide, install, deploy into production, operate, and maintain and support an information technology system (the "IT System") (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of VMP's Food Service Programs and the various provisions of this contract. VMP shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation, and maintenance of the IT System.

Q. Certifications

VMP shall execute and comply with the following Certifications:

(i) Debarment certification shall be provided by: a) the SFA providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or b) that by signing this Agreement that the VMP certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Texas; or c) submitting the TDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form; and

(ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit and fully incorporated herein;

(iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit and fully incorporated herein; and

(iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein; Discount and Rebate Certification, which is attached to this Contract as Exhibit M and fully incorporated herein.

(v) Certifications as required by the Clean Air and Water Act.

R. Miscellaneous

1. Emergency Notifications.

- a. SFA shall notify VMP of any interruption in utility service of which it has knowledge.
- b. SFA shall notify VMP of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

2. Governing Law. This Contract is governed by and shall be construed in accordance with Texas and federal law.

3. Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

4. Incorporation/Amendments. This Request for Proposal and Contract, which includes the attached Exhibits A – M and VMP’s proposal documents (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA’s Request for Proposal and Contract and (ii) VMP proposal documents. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.

5. INDEMNITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, VMP SHALL DEFEND, INDEMNIFY, AND HOLD SFA HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS, AND EXPENSES, INCLUDING REASONABLE COLLECTION EXPENSES, ATTORNEYS’ FEES AND COURT COSTS THAT MAY ARISE BECAUSE OF THE ACTIONS OF VMP, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS OR ACTIONS RESULT FROM THE NEGLIGENCE OF SFA, ITS EMPLOYEES OR AGENTS. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.

6. Nondiscrimination. Both SFA and VMP agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against based on race, color, national origin, sex, age, or disability.

7. Notices. All notices, consents, waivers, or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid to the business address of the party to be notified.

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person.

8. Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

9. Silence, absence, or omission. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

10. Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA.

11. Waiver. The failure of VMP or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AGREEMENT SIGNATURES

Offeror certifies that the VMP shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Printed Name of Authorized Representative

Title

Date Signed

ATTEST:

VENDED MEAL PROVIDER:

Name of VMP

Signature of Authorized Representative

Printed Name of Authorized Representative

Title

Date Signed

Exhibit: **FOOD SERVICE LOCATIONS, SERVICES, and EQUIPMENT PROVIDED**

Locations

Jean Massieu Academy operates one campus:

1. Grades (PK-12) Approximately 200 students.

Services

Bulk meal service compliant with the National School Lunch and Breakfast Programs will be provided. School calendar with days of operation/service will be provided upon adoption by the JMA Board of Directors each school year this agreement is in effect.

Equipment

JMA is outfitted with a (3) refrigerators, steam table, milk cooler, heated food warmer, food preparation tables for minor food preparation, small freezer, hand washing sink, kitchen sink, microwave, point of sale system and locked storage cabinet and additional storage as needed.

Exhibit: **PROGRAM MENU CYCLES**

**MENU CYCLE FOR
NATIONAL SCHOOL LUNCH PROGRAM**

Attach a sample 20-day cycle lunch menu prepared by the VMP.
This menu must be used for the first 20-day cycle of the new school year.

2022-2023 School Year

Campus Level: [Insert one: PrK – 8th Grade]
School]

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

Exhibit continued

**MENU CYCLE FOR
NSLP BREAKFAST PROGRAM**

Attach a sample 20-day cycle breakfast menu prepared by the VMP.
This menu must be used for the first 20-day cycle of the new school year.

2022-2023 School Year

Campus Level: _____ [Insert one: 09-12 High School]

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

Exhibit: Food Specifications

All Food Specifications must meet requirements of the United States Department of Agriculture ("USDA") *Food Buying Guide* ("FBG"), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and TDA's Administrative Reference Manual ("ARM")

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

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

- Breads, bread alternates, and grains must be made from whole-grain or whole-grain rich flour/meal. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the food buying guide (FBG). If applicable, product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by USDA and must be free from off color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be whole grain or enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 20-day cycle menu requirements.

- All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 20-day cycle menu requirements.
- All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be offered in a variety of at least two different fat contents. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration, and must be consistent with State and local standards.

Exhibit: Schedule of Applicable Laws

SCHEDULE OF APPLICABLE LAWS

- VMP shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- VMP shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, VMP shall be required to compute the wages of every laborer based on a standard workweek of 40 hours. Work more than the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked more than 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
- VMP 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.
- VMP shall comply with the following civil rights laws, as amended: Title VI 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 113-1, Civil Rights Compliance, and Enforcement – Nutrition Programs and Activities.
- VMP shall comply with the Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
- VMP has signed the Anti-Collusion Affidavit, Exhibit, which is attached herein and is incorporated by reference and made a part of this Contract.
- VMP shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).
- VMP shall comply with the Lobbying Certification, Exhibit L, which is attached herein and is incorporated and made a part of this Contract. If applicable, VMP has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit herein, or will complete and submit as required in accordance with its instructions included in Exhibit.

Exhibit: Anti-collusion Affidavit

ANTI-COLLUSION AFFIDAVIT

STATE OF)

COUNTY OF)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official 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 contact pursuant to this bid.

Signed

Subscribed and sworn before me this ___ day of _____, 20 _____

Notary Public (or Clerk or Judge) _____

My commission expires _____

Exhibit: Procurement

PROCUREMENT

Certification Regarding Lobbying

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

Submission of this certification 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 **[School] Independent School District** 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 **[School] Independent School District** 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.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Exhibit: Disclosure of Lobbying Activities

Disclosure of Lobbying Activities

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

(See next page for public burden disclosure.)

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address of Prime:</p> <p>Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, <i>if known:</i></p>	<p>9. Award Amount, <i>if known:</i></p> <p>\$ _____</p>	

Exhibit Continued

<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services</p> <p><i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____</p> <p>_____ Actual _____ Planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <p>_____ a. retainer</p> <p>_____ b. one-time fee</p> <p>_____ c. commission</p> <p>_____ d. contingent fee</p> <p>_____ e. deferred</p> <p>_____ f. other; specify: _____</p>
<p>12. Form of Payment <i>(check all that apply):</i></p> <p>_____ a. cash</p> <p>_____ b. in-kind; specify: nature _____ value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p>(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: _____ Yes _____ No</p>	

Exhibit Continued

<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352.</p> <p>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. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>
<p>Federal Use Only: Authorized for Local Reproduction of:</p> <p>Standard Form – LLL</p>	

Exhibit Continued

PROCUREMENT

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

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

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

Exhibit Continued

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.
 - a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
 - b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

PURCHASE DISCOUNTS, REBATES, AND VALUE OF USDA GOODS

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

Arlington Classics Academy (SFA) has and will undertake all necessary oversight and monitoring measures to assure that the school receives the full value of purchase discounts, rebates, credits, and value of USDA foods. Pursuant to 7 CFR Part 210.21 (f)(1)(i), (iv), (v), (vi) these measures shall include but are not limited to:

- The mandatory return of all credits, discounts, and rebates to the SFA's nonprofit food service account;
- The frequency and method Vended Meal Provider's (hereinafter VMP) will use for reporting credits, discounts and rebates on invoices and billing statements, (i.e. monthly,
- All credits, discounts and rebates must be clearly identified on billing statements and invoices submitted by VMPs to the SFA;
- All records of credits, discounts and rebates must be maintained by VMPs, and made available to SFAs and State agencies upon request; and
- The reporting of credits, discounts, and rebates by VMPs is required monthly, summary reports no less frequently than each school semester, and review reports issued annually.

Upon execution of this contract, SFA will strictly monitor the agreement throughout the year to ensure that they receive the full value of credits, discounts and rebates and are in compliance with Federal Regulations. Monitoring activities shall include but are not limited to:

- Identify the person within the SFA that will be responsible for oversight;
- Designate the position that will monitor the credits, discounts, and rebates;
- Examine the invoices and other documentation provided by the VMP as agreed to in the contract;
- Determine the percentage of credits, discounts and rebates reported in relation to the value of food purchased early in the contract year as a benchmark for future comparison;
- Calculate the average credit-purchase proportion received, or as applicable discount or rebate; and
- Examine products to ensure that to the maximum extent practicable, domestic commodities are purchased.

Exhibit (Continued)

In the event of discrepancies during monitoring activities, follow up with VMP to resolve the issues, and if necessary, request additional documentation from the VMP to substantiate discrepancies. Potential discrepancies to consider may include:

- Frequency of reporting that does agree with contract provision;
- Labels identifying countries other than the U.S; and
- Credit-purchase proportions that fall below the average credit-purchase proportion established early in the year.

For both ***fixed price*** and ***cost-reimbursable*** contracts, SFA shall ensure that VMP has credited it for the value of all USDA-donated foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))

Exhibit: Sales Summary (2016.8-2017.4) and Participation Rates
Reports attached are from the SFA child nutrition accounting system.

LIST OF info. and available ATTACHMENTS (Should be provided to all vendors with RFP to facilitate an accurate proposal).

- 1: Charter Enrollment - Only One Campus, approx. 240 students**
- 2: N/A**
- 3: Meal Order - Mondays before 2:00pm**
- 4: Delivery Times: Hot Breakfast 7:00am, Hot Lunch 9:30am (Cold Breakfast)**
- 5: Delivery Location: Cafeteria 823 N. Center Street, Arlington, Texas 76011**
- 6: Campus Serving Times:**
 - 10:25-10:50 – Pre-K**
 - 10:30-10:55 - Kindergarten**
 - 10:45-11:05 - 1st Grade**
 - 11:10-11:30 - 2nd and 3rd grade**
 - 11:35-12:00 - 5th & 8th grade**
 - 12:05-12:30 - 6th & 7th grade**
 - 12:35-1:00 – 4th grade and High School (9th – 12th grade)**
- 8: Meal Prices: Lunch \$2.75 Breakfast \$1.75**
- 9: Food Service Information (District/Charter School Location and telephone numbers)**
 - Jean Massieu Academy Charter School**
 - 823 N. Center Street**
 - Arlington, Texas 76011**
 - 817-460-0396 Main #**
 - 817-460-9867 Fax #**
- 10: School Calendar for 2022-2023 (see attached)**
- 11: District website www.jeanmassieu.com**