



El Paso Leadership Academy

**REQUEST FOR PROPOSAL**

**2024-2025**

**VENDED MEALS**

**DUE DATE: May 15, 2024 at 2 PM MST**

## **Nondiscrimination Statement**

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

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

To file a program complaint of discrimination, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1)mail:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

(2) fax: (833) 256-1665 or (202) 690-7442

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

This institution is an equal opportunity provider.

## LEGAL NOTICE

Notice is hereby given that El Paso Leadership Academy participates in the National School Lunch Program (NSLP).

No offer of intent should be construed from this legal notice that El Paso Leadership Academy intends to enter into a contract with any party for vended food service unless, in the sole opinion of the school, it is in the School's best interest to do so.

All costs involved in submitting alternatives to the El Paso Leadership Academy current food service program shall be borne in full by the interested party and should be included in the total price for each meal.

Any contract that may arise from this RFP will be between the selected Vendor and SFA. Non- Federal funds must be used to pay for any cost incurred prior to the signing of the contract.

The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.

A copy of the Request for Proposal can be obtained by contacting:

Contact Name: Miriam Martinez  
Title: Child Nutrition Director  
El Paso Leadership Academy  
114 Texas Avenue El  
Paso, TX 79901

**Email address:** [schoolnutrition@epla.org](mailto:schoolnutrition@epla.org)

Additional information required to adequately respond to this Request for Proposal may be obtained by contacting the above-named person.

El Paso Leadership Academy reserves the right to accept any proposal which it deems most favorable to the interest of the School and to reject any or all proposals or any portion of any proposal submitted which is not in the best interest of the School.

## INSTRUCTIONS TO VENDORS

PROPOSALS DUE: **May 15, 2024**

Interested vendors must submit two (2) copies of their response to this Request for Proposal via mail and must be received no later than **May 15, 2024** at 2:00 PM MST. Late proposals will not be considered under any circumstances.

1. At any time before the specified time and date set for proposal opening, a Vendor (Note: or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal signature page and return it in the proposal package.
3. All responsive proposals shall include the forms in this proposal invitation package. It is permissible to copy these forms if required.
4. Sealed proposals are to arrive no later than **2:00 PM MST on May 15, 2024**, and shall be addressed to:

**Via Mail:**

El Paso Leadership Academy  
Attn: Miriam Martinez  
114 Texas Avenue  
El Paso, TX 79901

**\*Please submit two (2) copies of the proposal.**

5. Additional information required to adequately respond to this Request for Proposal may be obtained by contacting the above-named person by email at [schoolnutrition@epla.org](mailto:schoolnutrition@epla.org).
6. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
7. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
8. Periods of time, stated as the number of days, are calendar days.
9. It is the responsibility of all Vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy

before submitting a response.

10. Awards shall be made with reasonable promptness to the Vendor whose proposal, in accordance with the Weighted Criteria Evaluation Worksheet, best conforms to the invitation and shall be the most advantageous to El Paso Leadership Academy. Awards may be made other than the low-price proposal.
11. The El Paso Leadership Academy Board of Directors, notwithstanding any other provision of the Request for Proposal (including all attached documents), expressly reserves the right to:
  - a. Waive any insignificant defect or informality in any proposal procedure.
  - b. Reject any or all proposals.
  - c. Reissue a Request for Proposal.
12. A proposal, in response to a Request for Proposal, is an offer to contract with El Paso Leadership Academy based upon the terms, conditions, and specifications of this proposal.
13. Each Vendor shall guarantee to the school that the proposal submitted, and the price offered by the Vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
14. **IN CONSIDERATION FOR EL PASO LEADERSHIP ACADEMY, INC., BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST EL PASO LEADERSHIP ACADEMY, INC., AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**

**SIGNATURE PAGE**

**Proposals shall be received by 2:00 PM MST on May 15, 2024**, for supplying El Paso Leadership Academy with vended meal services during the school year of 2024-2025, with the option to renew **up to four (4) one-year** contracts.

**Sealed proposals**, subject to all the conditions and specifications attached hereto, shall be received in the office of El Paso Leadership Academy and shall be marked on the envelope **“RFP 2024-006 Proposal for Vended Meals”**.

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

Additional information required to adequately respond to this **Request for Proposal** may be obtained from the Central Office:

Contact Name: Miriam Martinez  
Title: Child Nutrition Director  
Address: 114 Texas Ave, El Paso,  
79901  
Email: schoolnutrition@epla.org

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

The General Conditions, Specifications, and Exhibits hereto are incorporated by reference for all purposes.

We, as an interested party, agree to the above criteria and the attached specifications and have submitted our proposals as requested.

**Note: Failure to sign will disqualify the bid.**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **GENERAL CONDITIONS**

Vendors shall agree to provide meal services in accordance with this Request for Proposal of El Paso Leadership Academy including all present schools, plus any schools or campuses to be added during the contract.

### **1. Purpose**

The purpose of the Request for Proposal is to obtain complete data, from each interested Vendor, to be considered in the award of the vended meals contract for the food service program to enable El Paso Leadership Academy to determine which Vendor is best able to meet the criteria of the school. Each interested Vendor shall furnish as part of this proposal a complete general description of experience in the field of food service under the National School Lunch Program. All statements submitted by the Vendor are required to be complete and accurate. Included shall be the following:

- Name and address of the vending company.
- Documentation of license to do business in the State of Texas.
- Documentation of incorporation.
- Certificate of Liability Insurance must be provided in accordance with the specifications of the School. Additionally, at all times during the Term hereof, Provider, at Provider's sole expense, shall keep in full force and effect commercial general or professional liability insurance providing coverage against bodily injury and disease, including death resulting therefrom, bodily injury, and property damage, to a combined limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. With respect to the coverage described in this Agreement, the policies shall include a provision waiving any right of subrogation against the School which otherwise might exist in or accrue. Proof of such insurance shall be provided within fifteen (15) business days of the execution of this Agreement. The School shall not obtain, pay for, or reimburse Provider for the cost of any liability insurance.
- Documentation of the size and structure of the company with the qualifications of key Vendor supervisory and support personnel.
- Other such information as the interested Vendor deems pertinent for consideration by the school shall be provided.

### **2. Scope of Work**

El Paso Leadership Academy is seeking an organization that is familiar with the following programs:

- The School Breakfast Program, and
- The National School Lunch Program (NSLP)
- Seamless Summer Option (SSO) If required.

A reimbursable breakfast and lunch delivered in accordance with U.S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Vendors shall deliver reimbursable meals in accordance with the Food Based Menu Planning meal pattern under the School Breakfast and National School Lunch Program.

The Vendor shall purchase, to the maximum extent practicable, domestic products for use in preparation

of the meals served under the resulting contract.

The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 8

Reimbursable meals shall be transported by the Vended Meal Company in accordance with state and local sanitation and temperature requirements and delivered to the school sites stipulated and at the times stipulated in the List of Charts.

The reimbursable meals shall be:

- Prepared in bulk to be plated and served as each student moves down the serving line; or
- Prepared and prepackaged individually for each student;
- Accompanied by utensils and napkins.

The party to be responsible for serving meals to students is negotiable. Additional costs to the charter for labor will be considered.

### **3. Qualifications for Vendor**

Each Vendor must submit for consideration such records of work and further evidence as may be required by the Board of Directors regarding experience, financial standing, and assurance that they have, or will promptly provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal. The qualification data shall be submitted by each Vendor along with the sealed proposal and shall include the information and format as follows:

1. Vendors must be incorporated or licensed to do business in the State of Texas. Vendors must be in good standing with the State of Texas.
2. The Vendor interested in submitting a proposal and providing services to the school under contract should be familiar with the State of Texas and federal laws and regulations about operations in a public school setting and vended meal services under the Federal Breakfast and National School Lunch Program. Vendors must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders.
3. The Vendor must comply with all state, county, and city health and sanitation requirements.
4. The Vendor should be presently operating a comparable and successful school breakfast and lunch program in a public school setting following the National School Lunch Program.
5. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Weighted Criteria Evaluation Worksheet.



6. Representatives from the School reserve the right to inspect the Vendor's facilities at any time during the contract and other food service operations under its management during the procurement process or after the award of the contract.

## **PROPOSAL SPECIFICATIONS & SUBMISSIONS**

### **1. Cost**

The District seeks to operate a cost-neutral food service operation and is looking for a vendor who is interested in partnering with the School to accomplish that goal.

The Vendor shall submit:

1. The charge to the School for the Vendor's per-meal fee (shall include all Vendor costs incorporated into that fee) is to be identified as a total cost:
  - Per meal for breakfast – indicate if the cost includes serving personnel
  - Per meal for lunch – indicate if the cost includes serving personnel
2. The Vendor must credit monthly for the value of all donated foods received for use in the school year (including both entitlement, bonus food, and commodities) and including the market value of donated foods contained in processed end products. Credit issued by the Vendor to the School for USDA-donated commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be identified and labeled.

These commodities will only be used in the preparation of meals.

The Vendor must ensure that it has a perpetual inventory record maintained and submitted to the School monthly. Failure of the Vendor to maintain a perpetual inventory shall be considered as evidence of improper distribution or loss of USDA-donated food.

The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.

The Vendor shall credit the school for the value of all USDA-donated foods received for use in the Sponsor's meal service in the school year, including both entitlement, commodities, bonus foods, and including the value of donated foods contained in processed end products.

### **2. Financial Terms**

1. All income accruing as a result 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 Account daily. Any profit or guaranteed return shall remain in the SFA's Non-Profit School Food Service Account.

2. All facilities and equipment to be provided by the SFA shall be provided at SFA's expense.
3. Meal Equivalency Factor
  - a. For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals.
  - b. The Vendor and the SFA shall determine à la carte meal/non-program equivalents by dividing the à la carte revenue by the per-meal sum of the previous year (PY) Federal free lunch meal reimbursement plus the per-meal value of PY USDA Foods entitlement and bonus USDA Foods entitlement. The meal equivalency factor (MEF) shall be updated annually for any year that the contract is renewed.
  - c. The Meal Equivalency Factor (MEF) shall be published by TDA yearly.
  - d. Meal equivalents shall be determined with the following formula:
$$\frac{\text{Sales (revenue in dollars)}}{\text{MEF}}$$
4. Payment Terms/Method
  - a. The Vendor must be paid at a fixed rate per meal/meal equivalent. The proposal/bid rate per meal must be calculated as if no USDA Foods were available. The method by which the Vendor will use and account for USDA Foods shall be in accordance with Section VI, Subsection E, USDA Foods, hereinabove. Vendor shall invoice SFA within 14 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.
  - b. The 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 the Contract may be paid from the SFA's Nonprofit School Food Service Account.
  - c. The Vendor must submit detailed documentation for each Accounting Period to support what the SFA is charged. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by Vendor will include reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated hereinabove.
  - d. The Vendor shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll, and withholding taxes, for the Vendor employees. The Vendor shall indemnify and hold SFA harmless for all claims arising from the non-payment of such taxes and fees.
  - e. Applicable only if a subsidy is requested in Section VI, Subsection I, paragraph 4 above: The SFA and Vendor shall cooperate to ensure that the SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that the Vendor's operation of the SFA's Food Service Total Expenses are greater than Total Revenue, Vendor shall within 30 days pay SFA a subsidy payment as outlined in #4 above. In the event that the Vendor pays a subsidy, the Vendor may not recover the subsidy from the SFA in subsequent Contract years.

- f. The SFA shall not be responsible for any expenditure incurred by the Vendor before the execution of the Contract and approval by TDA.
- g. Payments on any claim shall not preclude the SFA from adjusting payment to the Vendor of any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.
- h. The SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
- i. The SFA shall establish all selling prices, including price adjustments, for all reimbursable, non-reimbursable meals/milk, à la carte, and non-program sales (including vending, adult meals, contract meals, concessions, and catering) prices.
- j. Vendor shall promptly pay SFA the full amount of any meal overclaims, disallowed costs, or other fiscal actions that are attributable to the Vendor's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.

### **3. Innovative Approach with Healthy Options**

The School is seeking a Vendor who is progressive and innovative in its approach to providing food services for its students. The School desires to feed as many students as possible each day and this is achieved through a partnership with the company that provides food services.

The School is seeking to create unique menus that meet the criteria as outlined in this RFP. This includes but is not limited to meeting or exceeding USDA standards and the Healthy Hunger-Free Kids Act. The innovative approach shall meet/exceed the overall goals of the School as outlined in this offer in providing nutritious, fresh (non-frozen), tasty, healthy, local (whenever possible) meals to its students and in assisting the School in increasing participation rates among students while limiting waste.

The Vendor shall submit:

- A 21-day cycle menu for breakfast/lunch in accordance with the Food Based Menu Planning meal pattern under the National School Lunch Program.
- An executive summary that demonstrates an outline of their innovative approach to meeting nutrition and minimal quality standards. Submit forms or outlines that demonstrate how your menus demonstrate healthy and appealing meals.
- Description of how to assist the School in increasing participation rates among students.

### **4. Service Capability**

#### *Vendor Responsibilities*

Below is a list of the Vendor responsibilities as they pertain to this proposal:

- Provide utensils and napkins in sufficient quantity for the number of meals ordered.
- Provide ordering system and electronic invoice.
- Deliver meals to location(s) at times specified by the School.
- Ensure meals are properly cared for (temp, freshness, condition) until they are delivered to the school.
- Provide the School with a monthly menu covering meals for the following month no later than fifteen (15) days prior to the end of each month.
- Provide the School with sack lunches for field trips or testing days when requested. All meals for field trips must meet the appropriate meal pattern requirements.
- Maintain all necessary records on the nutritional components and quantities of the meals served at the school and make said records available for inspection by State and Federal authorities upon request.
- Provide the school campuses with Production Records after meals have been accounted for.
- Provide the school with updated Civil Rights Training and yearly required training with proper documentation.
- Provide all training hours that the Texas Department of Agriculture requires.
- Provide the school with an updated HACCP (Hazard Analysis and Critical Control Points).
- Provide a responsible and responsive account manager.

### *School Responsibilities*

The School will be responsible for the following:

- Weekly ordering of the number of meals needed for each day of the following week.
- Provide necessary equipment.
- Condition and care of meals after delivery is accepted.
- Maintenance of the premises, equipment, and facilities where meals will be served, and will adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program.
- Distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidating counts of meals served to students, and claiming meals for reimbursement.
- Maintenance of records required to substantiate free and reduced-price meals.
- Payment of invoices to the vendor using agreed-upon net 30 terms from the date of the invoice.
- No payment will be made for meals that are spoiled or unwholesome at the time of service, do not meet the specifications, or do not otherwise meet the requirements of the agreement. However, no deduction will be made unless the School provides written notification of the meal service for which the deduction is to be made, specifying the number of meals for which we intend to deduct payment and setting forth the reasons for the deduction. The School will provide such notice no later than three (3) business days after the date the meal was served.
- If any invoices presented for payment are not paid within the number of days specified, the charges from the invoice may be subject to a late fee, the terms to be outlined in the contract. All late fees will be paid from the School's general fund, not food service account funds.

## Negotiable Responsibility

- **Daily serving of meals to students. Please indicate clearly in the proposal whether unit meal costs include this service. All proposals will be considered.**

The Vendor shall submit:

- A description of how the Vendor will ensure both the quality and delivery of the Vendor's responsibilities.
- A description of how the Vendor might assist the School in ensuring both the quality and delivery of the School's responsibilities.

## 5. Use of Facilities, Inventory, Equipment, Storage, and Utilities

- The SFA will make available, without any cost or charge to the Vendor, area(s) of the premises in which the Vendor shall render its services. The SFA shall always have full access to the food service facilities and for any reason, including inspection and audit.
- At the commencement, termination, or expiration of the Contract, the Vendor and the SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by the SFA, including, but not limited to, silverware, trays, and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in the SFA's Food Service Program. The Vendor and the SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of the Contract, the Vendor shall surrender to the 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 the Vendor except through the negligence of the Vendor or its employees, or for any other reason beyond the control of the Vendor. The Vendor and the SFA will sign a summary of the beginning inventory at the commencement and the expiration or termination of the Contract and keep a copy of each on file with the Contract.
- At the commencement and the expiration or termination of the Contract, the Vendor and the SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA Foods shall also be inventoried by a separate inventory. The Vendor and the SFA shall determine whether any portion of the beginning inventory is not suitable for the SFA's continued use. Such inventory, when completed, shall become a part of the Contract by incorporation. The Vendor 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 Vendor and not arising from the negligence of Vendor or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost. The value of USDA Foods inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA Foods are received by SFA. Upon termination of the contract, the Vendor cannot remove any USDA Foods from the SFA.
- During the Contract, title to all the SFA food and supplies shall remain with the SFA.
- The Vendor shall maintain the inventory of kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- The SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment

except when damages result from the use of less than reasonable care by the employees of the Vendor.

- The Vendor shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with the SFA's agreement with TDA.
- The Vendor shall provide the SFA with keys for all food service areas secured with locks.
- The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the Vendor.
- The Vendor shall not remove any food preparation and serving equipment owned by The SFA from the SFA's premises.
- The SFA shall not be responsible for loss or damage to equipment owned by the Vendor and located on the SFA premises.
- The Vendor shall notify the SFA of any equipment belonging to the Vendor on the SFA premises within ten days of its placement.
- The Vendor shall comply with all the SFA building rules and regulations.
- The Vendor shall not use the SFA's facilities to produce food, meals, or services for third parties without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by the Vendor to the SFA for such facility usage. Such usage may not result in a cost to the Nonprofit School Food Service Account.
- Upon termination of the Contract, the Vendor shall surrender to the SFA all the SFA's equipment and furnishings used in the SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

## **6. Experience and References**

The Vendor shall submit:

- The duration and extent of experience in the operation of school lunch and breakfast programs.
- A complete list of Texas public schools and locations where the Vendor is currently operating school lunch and breakfast programs. Provide school or daycares as references including, name and address, length of service, and Contact Name and telephone number of a contact person for each school. Public school district references are preferred but not required.
- List Texas school districts/charter schools where the Vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons why.

## **7. Nutrition Education and Awareness**

The School is committed to implementing and sustaining nutrition education programs as a part of our overall commitment to educating the whole child. We believe these programs are critical in achieving our mission and ensuring our scholars reach their full educational potential and good health. Our food service vendor will play an important role in helping El Paso Leadership Academy keep its commitment.

The Vendor shall submit:

- A description of, or materials that, exemplify how the Vendor will be able to support the School in the following areas:

- a. Promoting healthy eating through classroom lessons and a supportive school environment.
- b. Curriculum for nutrition education.
- c. Provide nutrition education through developmentally appropriate, culturally relevant, fun, participatory activities that involve social learning strategies.
- d. Coordinate school food service with nutrition education to reinforce messages on healthy eating.
- e. Provide staff involved in nutrition education with adequate preservice and ongoing in-service training
- f. Involve family members and the community in supporting and reinforcing nutrition education.

## 8. Food Specifications

All food specifications must meet the requirements of the 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 foods offered to the SFA and made available to Vendor are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- All food and food products purchased on behalf of the SFA must be in compliance with Buy American provisions. Food and food products must be produced in the United States, and food products must be processed in the United States using over 51% of domestic foods by weight or volume. (reference: 7 CFR §250.17(e); 2 CFR §200.322; SP 38-2017; SP 32-2019; and 7 CFR §210.21(d)).

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

- Grains must be made from whole grain, whole-grain rich flour/meal, or enriched grain. Cereals may be whole grain, whole-grain rich, enriched grain, or fortified grain. All grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the Child Nutrition Program Food Buying Guide (FBG) or as appropriately identified on a food nutrition label or product manufacturer's statement. If applicable, the product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by the USDA and must be free of color or odor.
  - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
  - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators from USDA*.
  - For breaded and battered items, all flour must be whole-grain or enriched for bread/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 and must be processed in the United States using over 51% domestic meats. No variety of 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 must be from domestic milk sources and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a

pleasing flavor; demonstrate satisfactory melting; contain proper moisture and salt content and be processed in the United States.

- All fish must have been inspected by the United States Department of Commerce (USDC) and meet the minimum flesh and batter/bread required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. All fish must also be in compliance with the Buy American provisions for farmed and wild fish as described in SP 32-2019.
- 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 a characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be from domestic sources, ripe and in good condition when delivered, and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must be produced and processed in the United States using over 51% domestic vegetables by weight or volume; meet the food distributors' first quality level (extra fancy and fancy); 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 from domestic sources, inspected and passed by the state or federal Department of Agriculture, and used within 30 days of the date on the 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 from domestic sources and offered in a variety of at least two different fat contents. If flavored milk is offered in the National Lunch Program or School Breakfast program, unflavored milk must also be offered as a selection. 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.

## **9. Health Certifications/Food Safety/Sanitation**

- The Vendor 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 requirements of 7 CFR §§210.13(b) and 210.9(b)(14).
- The Vendor 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 the Contract (reference: 7 CFR §210.16(c)(2)).
- The Vendor shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- The Vendor shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food (reference: 7 CFR §210.16(a)(7)).



- The SFA shall maintain applicable health certification and ensure that the Vendor complies with all applicable state and local regulations pertaining to sanitation, preparing, or serving meals at a SFA facility (reference: 7 CFR §210.16(a)(7)).
- The SFA shall provide sanitary toilets and handwashing facilities for the employees of the Vendor.
- Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of the SFA.
- The Vendor 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 USC §1758(h)(5)(A).
- The Vendor shall allow at least two health inspections to be conducted by the Health Department at every site involved in the school meal preparation and/or service as required by 42 USC §1758(h)(1).

## 10. Termination

The LEA or Vendor may cancel this contract for cause by giving sixty (60) day's written notification to the other party.

The LEA or Vendor may terminate this contract at any time if it is prevented or delayed from fulfilling the terms of the contract due to war, strike, fire, flood, act of God, or any act not within its control and which, by the exercise of due diligence, it was unable to prevent. In such an event, the LEA or Vendor, as the case may be, shall give written notice to the other party setting forth the reasons for and the effective date of termination. Neither party shall be liable for any loss or penalty upon such termination, except LEA shall pay Vendor for vended meals delivered in accordance with this contract prior to the termination date.

## 11. Contract Term and Renewals

Unless terminated in accordance with Section VI, Subsection K, the Contract will be in effect for a period of one year commencing on July 29, 2024 and terminating on June 6, 2025. The Contract may be renewed for up to four (4) additional one-year periods, with the term of the renewal commencing on July 1<sup>st</sup> following the expiration of the preceding one-year term of the Contract, upon mutual agreement between the SFA and the Vendor and subject to fulfillment of all contract terms designated herein.

1. Renewal contracts may not be effective prior to the final approval date by TDA and signed by both parties.
2. Failure to have renewal contracts fully executed prior to the contract expiration will lapse this contract and require the SFA to re-bid the contract.
3. Renewal year contracts are contingent upon fulfillment of all contract provisions. If TDA determines during an Administrative Review, Procurement Review, or audit of the SFA's operations of the school food service that the Vendor is not meeting contractual obligations and is responsible for non-compliance of program regulations, TDA may decline to approve a renewal contract.
4. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals. The term materially consistent shall mean that a change does not (1) materially increase the Vendor's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

MISCELLANEOUS

1. Emergency Notifications.

a. The SFA shall notify the Vendor of any interruption in utility service of which it has knowledge, delays or emergency situations. Notification will be provided to:

Name: Miriam Martinez  
Title: School Nutrition Director  
Telephone number: 9152556182  
Email: [schoolnutrition@epla.org](mailto:schoolnutrition@epla.org)

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

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

4. Incorporation/Amendments. This Request for Proposal and any subsequent contract constitute the entire agreement between the parties with relation to the transaction contemplated hereby. In the event of a conflict between or among any of the terms of the documents that make up the contract, such conflicts shall be resolved by referring to the documents in the following order of priority: (i) final written agreement; (ii) SFA's Request for Proposal including all addenda and attachments; and (iii) Vendor's Proposal. No modification or amendment to the 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 THE CONTRACT, Vendor 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 Vendor, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE 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 THE CONTRACT.**

6. Nondiscrimination. Both the SFA and Vendor 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 or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: El Paso Leadership Academy

To Vendor: \_\_\_\_\_

Copy: \_\_\_\_\_

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 or, in the case of a facsimile transmission, when received.

8. Severability. If one or more provisions of the contract or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the 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 the SFA are to be used.
10. Subcontract/Assignment. No provision of the Contract shall be assigned or subcontracted without the prior written consent of the SFA, except that the Vendor may, after notice to the SFA, assign the Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
11. Waiver. The failure of the Vendor or SFA to exercise any right or remedy available under the Contract upon the other party's breach of the terms, covenants, or conditions of the Contract or the failure to demand prompt performance of any obligation under the Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or any subsequent breach or default on the part of the other party.

## **EVALUATION OF PROPOSALS**

El Paso Leadership Academy reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the District. El Paso Leadership Academy will evaluate all proposals according to the below criteria. El Paso Leadership Academy reserves the right to approve the selection of any of the Vendor's employees assigned to work in the Charter. El Paso Leadership Academy shall retain responsibility for determining student meal prices.

### **Mandatory Criteria**

1. Acceptance and compliance with items 1-14 of the "Instructions to Vendors" section.
2. Submission of the "Signature Page".
3. Submission of items 1-3 of the "General Conditions" Page, including actual copies of:
  - a. Business License
  - b. Health Permit
  - c. Certificate of Liability Insurance
4. Meet criteria 1-6 in the "Qualifications for Vendor" section
5. Submission of items 1-11 of the "Proposal Specifications & Submissions" section.

## Grading Criteria

Criteria	Maximum Score	Vendor Score
1. Unit Meal Costs	30	
2. Charter Meal Costs to serve food (if not provided by vended meal provider)	10	10 points awarded if providing personnel to serve.
2. Innovative Approach to Healthy Options	15	
3. Service Capability	15	
4. Experience and References	15	
5. Nutrition Education and Awareness	10	
6. Completeness and Quality of Requested Information	5	
<b>TOTAL</b>	<b>100</b>	

**EXHIBIT A**  
**U. S. DEPARTMENT OF AGRICULTURE**  
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier**  
**Covered Transactions**

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

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_

Organization Name

PR/Award Number or Project Name

\_\_\_\_\_

Name of Authorized Representative Title

\_\_\_\_\_

Signature

Date

## **Instructions for Certification**

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- Procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT B**  
**ANTI-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_

Signed

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My commission expires \_\_\_\_\_.

**EXHIBIT C**

**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 into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for 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 shall 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 **El Paso Leadership Academy** 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 shall 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 **El Paso Leadership Academy** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification is 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



## 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 the 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, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include the 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 the agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE- 90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
11. (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).

12. 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 shall 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.
  13. 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.
  14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
  15. Provide a specific and detailed description of the services that the lobbyist has performed, or shall 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.
  16. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
  17. The certifying official shall sign and date the form, and print his/her name, title, and telephone number.
- 

The 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.

## EXHIBIT D: APPLICABLE LAWS

- Vendor 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.
- Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 USC §3701 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, Vendor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 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.
- Vendor 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 60.
- Vendor shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; USDA regulations on nondiscrimination 7 CFR 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- Vendor shall comply with the Buy American provision for contracts that involve the purchase of domestic food and food products in the United States using over 51% domestic foods by weight or volume, USDA Regulations 7 CFR §210.21(d) and 7 CFR Part 250.
- Vendor has signed the Anti-Collusion Affidavit, Exhibit J, which is attached herein and is incorporated by reference and made a part of the Contract.
- Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC 7606, §508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and Environmental Protection Agency (EPA) regulations 40 CFR.
- Vendor shall comply with the Lobbying Certification, Exhibit K, which is attached herein and is incorporated and made a part of the Contract. If applicable, Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Exhibit L herein, or will complete and submit as required in accordance with its instructions included in Exhibit L.
- Vendor shall strongly encourage the participation of Historically Underutilized Business (HUB), Minority and Women Business Enterprise (MWBE), and labor surplus area vendors to compete in procurement opportunities the Vendor conducts on behalf of the SFA.
- Vendor shall ensure that the nondiscrimination statement is affixed to all letters, notices, publications, and websites as required by FNS Instruction 113.1 (November 8, 2005).

**EXHIBIT E: INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Both the School Food Authority (SFA) and the Food Service Management Company (Offeror) shall execute this Independent Price Determination Certificate.

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Name of Food Service Management Company

Name of School Food Authority

By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offeror certifies that:

1. He or she is the person in Offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in Offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

---

Signature of Offeror’s Authorized Representative

Title

Date

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

---

Signature of SFA’s Authorized Representative

Title

Date

***Note: SFA’s acceptance of an offer does not constitute an award of the contract.***

## **EXHIBIT F: NON-DELEGABLE SCHOOL FOOD AUTHORITY RESPONSIBILITIES**

The SFA shall be legally responsible for the conduct of the food service program and shall supervise and monitor the food service operations to ensure compliance with the rules and regulations of the Texas Department of Agriculture (TDA) and the United States Department of Agriculture (USDA) regarding the school food service program. The Food Service Management Company (Vendor) acknowledges that the SFA is responsible for completing the following duties and that these cannot be delegated to the Vendor:

1. **Procurement standards:** SFA shall adhere to the procurement standards specified in 7 CFR §210.21 when contracting with the food service management company. 7 CFR §210.16(a)(1).
2. **On-site monitoring:** 7 CFR §§210.16(a)(1)(2) (3) and 7 CFR 210.8(a)(1).
  - a. SFA staff must review the Vendor's contract compliance quarterly for at least one site using TDA's Vendor Review Form (located on the [squaremeals.org](http://squaremeals.org) Vendor page).
  - b. SFA must conduct onsite monitoring of serving sites to observe counting and claiming procedures for all operating programs at all campuses. See ARM, Section 20, Counting and Claiming. The SFA must follow-up on any meal counting and claiming discrepancies.
3. **Control and overall financial responsibility** of the school food service account. 7 CFR §210.19(a)(1).
4. **Advisory board:** Establish and include parents, staff, and students to assist in menu planning. The Vendor must adhere to the menu cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. 7 CFR §§210.16(b)(1) and 210.16(a)(8).
5. **Health certification** must be maintained to assure that all state and local regulations are met by the Vendor preparing or serving meals at the SFA facilities. 7 CFR §210.16(a)(7).
6. **Establish all prices** for food items served under the nonprofit school food service account (e.g., reimbursable meals, à la carte, and adult meals). 7 CFR §210.16(a)(4).
7. Retain signature authority over:
  - a. Application/agreement to participate in the Child Nutrition Programs (7 CFR §§210.9(a)(b) and 210.16(a)(5));
  - b. Free reduced-price policy statement;
  - c. USDA Foods claim system;
  - d. Contractual agreements with the SNP (i.e., vending meals to other SFA, commodity processing contracts) (7 CFR §§210.21, 210.19(a)(1), 210.9(b)(13), 210.15(a), and 250.15(a)); and,
  - e. Resolution of all program review and audit findings. (7 CFR §§210.18(i) and 210.18(k)(1)(2)).

- 8. **Submit monthly claim for reimbursement** 7 CFR §§210.8(a) and 210.16(a)(5).
  - a. TDA Food and Nutrition Division approves only SFA personnel access to the system which also represents secure signature authority for applications and claims.
  - b. Review to ensure accuracy of lunch counts prior to the claim submission.
  - c. Edit check worksheets that compare daily lunch counts by eligibility category. Free and reduced-price meals may not be claimed in excess of the number of students approved for such benefits.
  
- 9. **Free and Reduced-Price Meal Process** 7 CFR §245.6
  - a. Develop, distribute, and collect parent letters and applications for free/reduced-price meals & free milk.
  - b. Determination and verification of applications for free/reduced-price meals or free milk.
  - c. Conduct any hearings related to such determinations.
  
- 10. **USDA donated foods** 7 CFR §210.9(b)(13) (formerly Commodities)
  - a. Monitor that the maximum amount is received and used by the Vendor in the SFA food service.
  - b. Monitor that the Vendor credits SFA at least annually for all USDA Donated foods.
  
- 11. **À la carte food service:** 7 CFR §210.16(a) The SFA must also offer free, reduced price, and full price reimbursable meals to all eligible children to operate an à la carte food service.

***I acknowledge that these responsibilities cannot be delegated to the Vendor and must remain the sole responsibility of the SFA.***

Printed Name of SFA Authorized Representative: \_\_\_\_\_ Title \_\_\_\_\_

Vendor Representative: \_\_\_\_\_ Title \_\_\_\_\_

Signature: Vendor Representative \_\_\_\_\_ Date \_\_\_\_\_

## **ATTACHMENTS**

ATTACHMENT 1: Delivery site, Enrollment and Campus Serving Time.

ATTACHMENT 2: School Calendar for 2024-2025

ATTACHMENT 3: Timeline

**Attachment 1**  
**Delivery Site, Enrollment, and Campus Serving Time**

Delivery Site

- El Paso Leadership Academy– Flagship Campus - 1918 Texas Avenue, El Paso, TX 79901
- El Paso Leadership Academy – East Campus – 2101 Joe Battle Blvd, El Paso, TX 79938

Student Enrollment

- Flagship Campus

2023-2024	Est 2024-2025	Est 2025-2026
190 Middle School	190-210 Middle School	190-220 Middle School

- East Campus

2023-2024	Est 2024-2025	Est 2025-2026
233 Middle School	233-300 Middle School	300-360 Middle School
340 High School	340-400 High School	400-480 High School

- Breakfast - 7:15 AM- 8:15AM  
Middle School
- Lunch - 11:03 AM - 12:32 PM  
High School
- Lunch - 12:39 PM - 1:26 PM





2023-2024  
SCHOOL CALENDAR

July				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31*	

September				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16*	17
20	21	22	23	24
27	28	29	30	

December				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

July  
 1-17..... Holiday  
 18-20..... New Teacher Academy  
 24-28..... SOAR  
 31..... First Day of School/Fall Semester Begins/Q1 Opens

August  
 31..... Early Release (Conferences)

September  
 4..... Labor Day Holiday  
 22..... Professional Development - No School  
 29..... Q1 Closes

October  
 2-6..... Intercession - No School  
 9-13..... Fall Break - No School  
 16..... Q2 Opens

November  
 10..... Veteran's Day Holiday  
 Workday 225 Employees  
 16..... Early Release (Conferences)  
 20-24..... Thanksgiving Break

December  
 5-8..... EOC Retakes  
 11-14..... HS Finals  
 15..... Professional Development - No School  
 18-31..... Winter Break - No School

January  
 1..... Winter Break - No School  
 2-5..... Intercession - No School  
 225 Employees Return (Jan. 2\*)  
 Teachers Return (Jan. 3\*)  
 Professional Development (Jan. 3\* - 4\*)  
 Professional Development (Jan. 5\* [AM Session Only])  
 Work Day (Jan. 5\* [PM Session Only])

February  
 8..... Students Return  
 12..... Fall Semester Closes/Q2 Closes  
 15..... Martin Luther King Jr. Holiday  
 225 Workday  
 16..... Spring Semester Opens/Q3 Opens

March  
 8..... Early Release (Conferences)

April  
 4-8..... Intercession - No School  
 9..... SAT Exam  
 11-15..... Spring Break - No School  
 28..... Q3 Closes  
 29..... Spring Holiday - No School

May  
 1..... Q4 Opens  
 17..... STAAR/EOC Testing  
 23-24..... STAAR/EOC Testing  
 30..... STAAR/EOC Testing

June  
 2..... Early Release (Conferences)  
 28-31..... HS Finals  
 27..... Memorial Day Holiday - No School  
 31..... Q4 Closes/Spring Semester Ends

July  
 3-6..... Bridge Academy - School in Session  
 6..... Last Day for Students  
 7..... Workday (Last Day for Teachers)  
 18-20..... EOC Retakes  
 25-26..... EOC Retakes

**Legend**

- In Session
- Holiday
- Staff Development
- No School for Students
- Intercession - No School
- Bridge Academy
- Early Release - Students
- STAAR Testing
- High School Testing
- Semester Begins / Ends
- First Day of School
- Work Day

January				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February				
M	T	W	T	F
			1	2
5	6	7	8*	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May				
M	T	W	T	F
		1	2*	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Approved by B.O.D. 03.28.2022

### **Attachment Timeline**

April 15, 2024	Public Notice
May 1, 2024	Public Opening of Proposals (10:30 AM MST)
May 15, 2024	Proposal Closing (2:00 PM MST)
May 22, 2024	Completion of Review and Qualifications
May 23, 2024	Vendor Final Round Interview, if necessary
May 28, 2024	Board of Directors approval
July 29, 2024	First day of student meals begins