

**YELLOWSTONE ACADEMY  
YELLOWSTONE COLLEGE PREP ACADEMY**

Vended Meal Services for Schools Breakfast/Lunch Program

REQUEST FOR PROPOSALS

FOR

Vended Meals

**LEGAL NOTICE**

Notice is hereby given that Yellowstone Academy and Yellowstone College Prep, two separate schools that share a campus, intend to examine methods to provide meals for their students.

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

All costs involved in submitting proposals to the Schools or alternatives to any current food service program shall be borne in full by the interested party and should be included in a total price for each meal. A copy of the **Request for Proposal** can be obtained on the Schools' websites: [www.yellowstoneacademy.org/RFP](http://www.yellowstoneacademy.org/RFP) and [www.yellowstonecollegeprep.org/RFP](http://www.yellowstonecollegeprep.org/RFP) Questions can be directed to Damon Gunn at [dgunn@yellowstoneschools.org](mailto:dgunn@yellowstoneschools.org)

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

By: Kim Hansen

Title: Director of Program Advancement

## VENDED MEAL SERVICES

**PROPOSALS DUE/PROPOSAL OPENING: on or before 7/18/2018 at 3:00pm CT**

### **BACKGROUND**

Yellowstone Academy is a non-profit PK 3- 4<sup>th</sup> grade private school in the Third Ward, Houston, Texas. Yellowstone Academy is a Contracting Entity (CE) with Texas Department of Agriculture.

Yellowstone College Prep is a new charter school opening in Fall 2018 with grades 5<sup>th</sup>-8<sup>th</sup>. In the 2019-2020 school year, Yellowstone College Prep will add 9<sup>th</sup> grade (approximately 70 students) and will continue to add a grade a year through 12<sup>th</sup> grade. Yellowstone College Prep is a Contracting Entity (CE) with Texas Department of Agriculture.

Yellowstone Schools are committed to providing their students with fresh and healthy food with a wide variety of choices.

### **INSTRUCTIONS TO VENDORS**

1. At any time prior to the specified time and date set for proposal opening as set forth above, a vendor (**Note:** or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Proposals are to arrive at Yellowstone Academy in a sealed envelope no later than **2:00 pm CT on 7/18/2018**. "Proposal for Vended Meals" must be marked on the outside of the envelope, and it must be addressed to: Damon Gunn 3000 Trulley St., Houston, TX 77004. Proposals must be submitted in sufficient time to be received and date/time stamped at Yellowstone Academy on or before the published deadline date and time shown on the RFP.

**Please submit two copies of the proposal.**

5. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
6. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.

7. Periods of time, stated as number of days, are calendar days.
8. It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
9. Awards, if any, shall be made with reasonable promptness to the vendor(s) whose proposal(s) in accordance with the Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to the Schools. The award(s) may be made on the basis of factors other than the lowest price proposal.
10. Notwithstanding any other provision of this Request for Sealed Proposal (including all attached documents), the Schools expressly reserve the right to:
  - a. Waive any insignificant defect or informality in any proposal procedure.
  - b. Reject any or all proposals.
  - c. Reissue a **Request for Proposal**.
11. A proposal, in response to a **Request for Proposal**, is an offer to contract with the Schools based upon the terms, conditions, and specifications of this proposal.
12. Each vendor shall guarantee to the Schools that the proposal submitted and the price offered by the vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
13. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST YELLOWSTONE ACADEMY AND YELLOWSTONE COLLEGE PREP, AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.
14. All questions must be submitted in writing to Damon Gunn at [dgunn@yellowstoneschools.org](mailto:dgunn@yellowstoneschools.org) and are due no later than **July 13, 2018**.

## **Specific Terms and Conditions:**

- I. Qualifications of Vendor: Each vendor must submit for consideration such records of work and further evidence as may be required by the Schools regarding experience, financial standing, and assurance that they have, or promptly will provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal or termination of the contract if award has been made. The qualification data shall be submitted by each vendor along with the sealed proposal and shall include the information and format as follows:
  - A. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in good standing with the State of Texas.
  - B. The vendor interested in submitting a proposal and providing services to the Schools under contract should be familiar with the State and Federal laws and regulations pertaining to operations in a public and/or private school setting and vended meal services under the federal lunch and breakfast program. Vendor must agree to comply with all applicable State and Federal laws, regulations, rules, and executive orders.
  - C. The vendor must be familiar with and comply with all State, county, and city health and sanitation requirements.
  - D. The vendor should be presently operating a comparable, successful school lunch and breakfast program in a public and/or private school setting.
  - E. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Criteria Evaluation Worksheet.
  - F. The vendor shall execute an authorization to permit the Schools to obtain criminal history records on any employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who will perform duties on the Schools' property or other location where the Schools' students are regularly present. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the Schools. The vendor shall certify that it will ensure that this requirement is met.

## II. General Provisions

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

1. Meal Pattern Requirements: Vendor will serve reimbursable meals in accordance with the following meal pattern:

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

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

2. The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products for use in preparation of the meals served under the resulting contract.
3. Regarding USDA Donated Foods (Commodities): All contracts must contain provisions that:

- a. Reaffirm the LEF's option to receive USDA donated foods and make them available to the Vended Meals Company including processed donated foods only if those donated foods accrue to the benefit of the charter school nonprofit school food service and are utilized within;
  - b. Prohibit the Vended Meal Company from entering into subcontracts for further processing of USDA donated foods on behalf of the charter school;
  - c. Prohibit use of USDA donated foods for special functions conducted outside the nonprofit school food service;
  - d. Address ordering procedures, proper utilization, storage practices and inventory control;
  - e. Specify the method and frequency by which the charter school will be given full value of USDA donated foods. In fixed-price contracts, in order to document the commodity value-pass-through, the contract should specify that the credits or reductions will be indicated on the invoices to the charter school;
  - f. Specify that the Vended Meals Company accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods;
  - g. Require that the Vended Meals Company maintain accurate and complete records with respect to receipt, use/disposition, storage, and inventory of USDA donated foods;
  - h. Retain the right to assert claims against other persons to whom USDA donated foods are delivered for care, handling, or distribution and to take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA donated foods.
4. The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
5. Reimbursable meals may be warmed only and/or may be cooked in the on-site kitchen located at 3000 Trulley St., Houston TX 77004. Meals shall be prepared and served at the times stipulated in the Schools Data Table. If the vendor proposes to cook on site, it must rent the kitchen space from the Schools for \$1/year and will be required to hold the license for the kitchen in its name.

6. The reimbursable meals will be prepared and placed in bulk serving lines for the vendor to serve. Utensils, napkins, straws, and condiments shall be included with the per meal pricing.
7. The vendor will be responsible for serving meals to students and cleaning up after the meals are served with a minimum of two hours on site.
8. Reimbursable meals will be transported by the vendor in accordance with state and local sanitation and temperature requirements and delivered to the Schools at the stipulated times.

C. Equipment and Facilities Maintenance and Sanitation: Functions may be the responsibility of either the Schools or the vendor.

The vendor is in charge of cleaning the kitchen according 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. The Schools are in charge of pest control, utilities, required fire inspections, cleaning of grease trap, and cleaning of cafeteria.

The Schools will maintain in good working order their kitchen equipment; the vendor must provide any additional equipment it needs and must maintain it in working order. Each entity is responsible for removing and disposing of its own kitchen equipment that is not working and cannot be repaired.

The vendor shall maintain any premises, equipment, and facilities where meals for the Schools are prepared 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.

Equipment provided by the Schools will be:

- 16' hoods  
4 convection gas ovens
- Steam Table with 1 soup round and 5 rectangular holes
- Oven/6 burner gas range
- 2 Burner Pot Stove
- Warmer
- Walk-in cooler
- Ice cream cooler
- Three door freezer
- Stainless Refrigerated Table
- Meat Slicer
- Ice maker

- Three Compartment Sink
- Hand Sink
- 30 quart Mixer (works well but old – it won't be repaired or replaced if it stops working)
- 300 cafeteria trays – no compartments

D. Utilities

1. The Schools will provide water, gas, and electric service in the Schools' facilities for the food service program.
2. Any charges from the vendor for water, gas, and electric or any other charges for utilities must be included in the per-meal fee charged to the Schools.

E. Recordkeeping; Preparation and Submission of Schools Lunch and Breakfast Program Claims:

1. The Schools will be responsible for distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
2. The Schools shall maintain a copy of the records required to substantiate free and reduced-price meals.
3. The Vendor shall maintain all records related to this project as the Schools will need to support their Claim for Reimbursement under the Federal Schools Lunch Program throughout the term of resulting contract, if any, plus 5 years after the expiration of the resulting contract or earlier termination of the resulting contract.
4. The Vendor shall maintain such records and shall provide a copy of such records and report claim information to the Schools promptly at the end of each month during the Contract period.
5. Upon receipt of the records provided by the vendor, the Schools shall compile all information required to complete and process the Claim for Reimbursement for meals served.

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

1. Vendor shall adhere to the free and reduced-price policy requirements as established by USDA.



2. Vendor may make recommendations to the Schools regarding the quality, extent, and general nature of the food service operation and the prices to be charged for meals and other food, but the Schools will retain control over such aspects of the food service operation and shall have the right to make the final decisions regarding such matters.
3. Vendor shall comply with the Buy American requirement set forth in 7 C.F.R. § 220.16(d).
4. Vendor shall comply with all applicable environmental rules and regulations in accordance with Federal and State law and local code and ordinance.
5. Vendor shall comply with all rules and regulations regarding conflicts of interest set forth in 2 C.F.R. § 200.318(c)(1); Tex Loc Gov't Code 171.
6. Vendor shall demonstrate the means to avoid unnecessary or duplicative purchases set forth in 2 C.F.R. § 200.318(d).
7. Vendor shall provide data to be used by the Schools to support their official counts for federal funding.
8. Vendor shall grant access to the Schools or any other authorized representatives, to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
9. Contract: Unless otherwise specified, this contract shall be valid from 8/1/2018 through 6/30/2019. This contract may be renewed for up to two additional one-year terms if mutually agreeable to all concerned parties. A sixty (60) day cancellation clause on the part of either party will be included.
10. Penalties. If the Vendor fails to perform and such failure to perform results in the Schools losing federal funds or having to reimburse funds already received, the Vendor shall owe to the Schools the amounts lost by the Schools due to such failure of performance.
11. The Contract will be kept on file in accordance with the requirements of the State record retention schedules and the Schools' record retention policies and be available for review by the United States Department of Agriculture and the Texas

Education Agency and other appropriate State and Federal agencies.

G. Vendor's Fees, Billing & Payment

1. The charge to the Schools for the vendor's per-meal fee is to be clearly identified in the proposal as a total cost per meal for breakfast and a total cost per meal for lunch. The per-meal fee shall include all of the components of the meal and all vendor costs incorporated into that fee.
2. Number of meals will be determined based on the Schools records and the vendor shall bill the Schools for meals ordered.
3. The Schools shall be billed on monthly basis. Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the Schools, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared, accurate and submitted invoice, whichever is later.
4. No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet the specifications developed by the Schools, or do not otherwise meet the requirements of the Contract, if any, entered into pursuant to this proposal; provided however, that no deduction shall be made unless Schools shall give the vendor written notification of the meal service for which the deduction is to be made, specifying the number of meals for which Schools intend to deduct payment and setting forth the reasons for the deduction. Schools shall provide such notice not later than 5 days after the date the meal was served. The Vendor shall prepare and store at proper temperatures a sample meal for each meal served at the Schools for the number of days chosen for the written notification period to serve as documentation of these criteria.
5. If any invoices presented for payment are not paid within the number of days specified in the Contract, the charges from the invoice may be subject to a late fee, the terms of which must be outlined in the Contract. Any late fees must be paid from the General Fund. **The contract must state that no food service account funds shall be used for payment of interest or late fees.** Interest charged to the Schools by a vendor for late payment of invoices cannot exceed one percent of the balances of the invoice due, per month, as stipulated by State law.
6. Under Federal law, the Schools may not consider proposals that include as a form of payment or compensation to the vendor in which the expenses of the food services accrue to the vendor, in which the payment is based on a

cost plus a percentage of cost basis, or in which the payment is based on cost plus a percentage of income.

III. Miscellaneous Provisions.

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

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

## SPECIFICATIONS

- A. The purpose of the **Request for Proposal** is to obtain complete data, from each interested vendor, to be considered in the award of the vended meals contract for the food service program to enable the Schools to determine which vendor is best able to meet the criteria of the Schools. Each interested vendor shall furnish as part of this proposal a complete general description of experience in the field of food service and Schools Lunch, and Breakfast Programs. Included shall be the following:
1. Name and address of the vending company.
  2. Documentation of licensure to do business in the State of Texas.
  3. Documentation of health certification for any and all facilities in which any part of the meals under the Contract will be prepared.
  4. Documentation of incorporation or other business organizational documents.
  5. The duration and extent of experience in the operation of school lunch and breakfast services, or other Federal programs.
  6. A complete list of Texas public and private schools and locations where the vendor is currently operating school lunch and breakfast programs. Give name and address, length of service, and contact name and telephone number of a contact person for each district/charter or private school.
  7. List Texas Schools districts, charter/public schools, or private schools where vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons for termination.
  8. General Comprehensive Liability Insurance (at least \$1,000,000), Product Liability Insurance, and Automobile Insurance must be provided in accordance with specifications of the Schools to protect against harm to persons and property.
  9. Documentation of size and structure of the company with the qualifications of key vendor supervisory and support personnel.
  10. All statements submitted by the vendor are required to be complete and accurate.
  11. Other such information as the interested vendor deems pertinent for consideration by the Schools shall be provided.
  12. Signed originals of the Exhibits attached to the Request for Proposals.

- C. Evaluation of Proposals (see attached Evaluation Worksheet). A proposal will only be accepted if the Vendor has the ability to perform successfully under the terms and conditions of this Request for Proposal, and the bid conforms to all the material terms and conditions of this Request for Proposal. Consideration will be given to such matters as the Vendor's integrity, compliance with public policy, record of past performance, and financial and technical resources. A contract(s) will be awarded to the firm whose proposal is the most advantageous to the Schools, as determined by the Schools, with price and other relevant factors as described below considered.
1. In compliance with 2 C.F.R. § 200.321, the Schools must take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  2. The Schools reserve the right to accept or reject any or all proposals as may be deemed in the best interest of the Schools and/or as otherwise required by applicable law. The Schools will evaluate all proposals according to a set of criteria that is scored and specified as to importance in the overall evaluation process as outlined on the Criteria Evaluation Worksheet.
  3. The Schools reserve the right to approve the selection of any of the Vendor's employees assigned to work in the Schools or to request reassignment of any Vendor employees at the Schools' sole discretion.
  4. Vendor must further agree to comply with and provide service for any accommodated meal requirements of students in accordance with applicable federal and State law as determined by the Schools.
  5. The Schools shall retain responsibility for determining student meal prices.

## CRITERIA EVALUATION WORKSHEET

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

### I. Mandatory Criteria

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

- A. Must be properly incorporated or licensed to do business in the State of Texas and in good standing with the State of Texas.
- B. Must be capable of managing food service operations on a contract basis.
- C. Must not have a record of substandard work or have been debarred by any federal or state government agency or other agency of local government or schools.
- D. Must submit a proposal meeting all of the requirements of the **Request for Proposal**.
- E. Must submit rotating menus for first 4 weeks for breakfast and lunch for PK (serve platform), K-8<sup>th</sup> (OVS) and 9<sup>th</sup>-12<sup>th</sup> (OVS). These are the menus that must be served the first 20 days of school and can be changed thereafter with school consent.
- F. Must provide paper “boats” to help contain meal items. Schools will provide plastic trays, to be cleaned/maintain by Vendor.
- G. Must provide an adult/staff menu with pricing, to encourage staff to model healthy eating.
- H. Must serve two daily entrée choices for 5<sup>th</sup> -8<sup>th</sup> and three daily entrée choices for 9<sup>th</sup> -12<sup>th</sup>.
- I. Must serve 3 daily vegetable choices for K-12<sup>th</sup> with no more than one canned vegetable served per day. For 5<sup>th</sup>-12<sup>th</sup> grade, one of the three must be a salad.
- J. Must serve at least two fruit options at lunch for K-12<sup>th</sup>, one of which was not served at breakfast. Canned fruit can be used no more than 2 times per week per meal; juice can be substituted for fruit only one time per day.
- K. Must cook 75% of meals with fresh ingredients
- L. Must serve all meals within 24 hours of cooking
- M. At a future point in the meal program, the Schools might be willing to raise private funds to pay for a higher quality meal. At this time, the Schools request a

short proposal detailing how a \$1.00 addition to the vendor's base-meal rate would be used, maintaining an emphasis on healthy and appealing meals with a variety of choices. There is no guarantee these funds will be raised/used.

## II. Technical Criteria

This shall account for fifty percent (50%) of the total score. Proposals meeting each of the criteria set forth above will be evaluated on the following factors:

### A. Technical experience of the Vendor:

1. Vended Meal contract experience (0 - 5 pts).
2. Vendor experience with local governments, private schools, daily contracting organizations, and any nonprofit entities (0 - 15 pts).
3. Vendor ability to accurately calculate and complete food service production records and nutrient analysis (0 - 10 pts).

### B. Characteristics of the Vendor:

1. Size and structure of the company (0 - 5 pts).
2. Qualifications of key vendor personnel and supervisory, and other support personnel (0 - 20 pts).
3. General direction and supervision to be exercised by vendor over employees to meet the needs of the Schools (0 - 10 pts).

Total technical criteria points	_____
Weight assigned	x <u>      .50</u>
Technical criteria score	= _____

## III. Non-technical Criteria:

This shall account for fifty percent (50%) of the total score. Include a resume of key Vendor personnel who will be involved in supervision of meal preparation and delivery.

### A. Clear understanding of the work to be performed:

1. Comprehensiveness of the RFP response. (0 - 20 pts)

2. Compatibility of key program areas with charter Schools overall mission, goals and objectives seeking healthy student learning and nutritional consumption. Key program areas that will be evaluated under these criteria include the following (0 - 20 pts):

- a. Food production system.
- b. Purchasing procedures.
- c. Sanitation, HACCP, and safety programs.
- d. Menu development rationale.
- e. Healthy food options.
- f. Recordkeeping.
- g. Marketing.
- h. Nutrition education and awareness.

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

Total cost criteria points			_____
Weight assigned	x	_____	.50
Cost criteria score	=	_____	

C. Total score

Technical criteria score			_____
Non-technical score			_____
Total proposal score			_____



SCHOOLS' DATA

<b>Schools Name:</b>	<b>YCP</b>	<b>YA</b>
Grades in Schools	grades 5-8	prek-4
Site address	3000 Trulley, Houston TX 77004	3000 Trulley, Houston TX 77004
Free/Reduced %	90-95%	90-95%
SY19 Projected enrollment	250	250
SY19 Number of operating days	180	179
SY19 Schools start date	8/15/2018	8/16/2018
SY19 Schools end date	5/31/2018	5/31/2018
SY19 Lunch start time	12p-1:15p	10:45a-12p
SY19 Breakfast start time	7:15a-7:55a	7:30a-8a (BIC)
SY19 Schools end time	3.45p	3:45p
Breakfast Participation	175	175
Lunch Participation	200	200
Paid Student Lunch Price (current)	\$0.00	\$0.00
Paid student Breakfast Price (current)	\$0.00	\$0.00
Summer Schools Begin/End Dates	June 5-June 28	no summer
Number of Summer Operating Days	18	n/a
Expected Summer Enrollment	70	n/a
Expected Type of Summer Meals	breakfast and lunch	n/a
Type of Breakfast Service (in classroom, cafeteria, grab and go?)	in café	BIC
Type of Lunch Service (in classroom, cafeteria, multiple lunch periods?)	served in cafeteria, staggered lunch periods	served in cafeteria, staggered lunch periods

FIXED RATE PER MEAL

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

<b>Meal Type</b>	<b>Annual Units</b>	<b>Price per Meal</b>	<b>Total Price</b>
Breakfast	53,825		\$
Lunch	67,300		\$
Snack	2,500		\$
Summer Breakfast	1,400		\$
Summer Lunch	1,400		\$
			\$

**Yellowstone Academy**  
**Vended Meal Services for Schools Breakfast/Lunch**  
**Program**

**Bidder's Certification:**

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

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

*[SIGNATURE PAGE FOLLOWS]*

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Name of Proposing Organization

---

Date

---

Address

---

Signature of Authorized Representative

---

City, State, Zip

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Printed Name of Authorized Representative

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Telephone Number of Authorized Representative

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Position or Title of Authorized Representative

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Fax Number of Authorized Representative

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

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**COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL**



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

**Vended Meal Services for Schools Breakfast/Lunch Program  
 Bid Schedule**

Newspaper Ads	6/28/2018, 6/29/2018, 6/30/2018, 7/3/2018, 7/5/2018, 7/6/2018
Deadline for submitting questions	7/13/2018
Proposal submission date	7/18/2018
Proposal evaluation date	7/23/2018
Board Approval Date	7/24/2018

**REQUEST FOR PROPOSAL  
SIGNATURE PAGE**

**Proposals will be received until 2:00 pm CT on 7/18/2018** for supplying the Schools with vended meal services for the 2018-19 school year with two one-year renewal option.

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

In accepting proposals, the Schools reserve 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 Schools.

Additional information required to adequately respond to this **Request for Proposal** may be obtained in writing from [dgunn@yellowstoneschools.org](mailto:dgunn@yellowstoneschools.org) until 7/13/2018.

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

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

We, as an interested party, agree to the above criteria and the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and have submitted our proposal. I/we understand that if selected and a contract is awarded, the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto will become a part of the contract between the vendor for food services as indicated below and Yellowstone  
**(Note: Failure to sign will disqualify bid.)**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_



U. S. DEPARTMENT OF AGRICULTURE

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXHIBIT A (Continued)

### Instructions for Certification

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

## EXHIBIT A (Continued)

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

**ANTI-COLLUSION AFFIDAVIT**

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

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 of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

\_\_\_\_\_  
Signed

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

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

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



**PROCUREMENT**

**Certification Regarding Lobbying**

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

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

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

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

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

---

Date

**PROCUREMENT**

**Disclosure of Lobbying Activities**

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

*Approved by OMB*

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



## EXHIBIT C

### PROCUREMENT

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

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

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

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

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

**Exhibit D**

**Menu Cycle for National Schools Lunch Program**

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				