



**REQUEST FOR PROPOSAL
FOR
RFP-22-001-FOOD SERVICE - CATERING MEAL SERVICES
FOR 2021-2022 SCHOOL YEAR**

IMPORTANT DATES

RFP Release Date.....	June 18, 2021
Deadline for Questions by 4:00 PM CST.....	June 30, 2021
Q & A Release.....	July 2, 2021
Proposals Due by 4:00 PM CST.....	July 12, 2021
Proposal Opening at 4:30PM CST	July 12, 2021

Join us virtually:

Monday, July 12 · 4:30 – 5:00pm

Google Meet joining info

Video call link: <https://meet.google.com/hea-zqow-zdi>

Or dial: (US) +1 301-882-3799 PIN: 494 981 833#

More phone numbers: <https://tel.meet/hea-zqow-zdi?pin=1031973697870>

Jubilee Academies
4434 Roland Rd, San Antonio, TX 78222
210.337.6227
www.jubileeademies.org

Jubilee Academic Center, Inc. DBA Jubilee Academies

REQUEST FOR PROPOSALS
FOR
RFP-22-001-Food Service Catering Meal Services
July 12, 2021

LEGAL NOTICE

Notice is hereby given that Jubilee Academic Center, Inc. doing business as Jubilee Academies ("School"), an open-enrollment charter holder and school, intends to examine methods to provide catered meals and equipment to students for select campuses. No offer of intent to enter into a contract with any party for vended food service should be construed from this legal notice. The School will enter into a contract for services only if, in the sole opinion of the School, it is in the School's best interest to do so.

All costs involved in submitting proposals to the School 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. **The due date for all proposals is Monday, July 12, 2021 at 4:00PM CST**. A copy of this **Request for Proposal** can be obtained by contacting:

Denise Miranda, Assistant Purchasing Manager
dept.purchasing@jubileeacademic.org
Jubilee Academies
4434 Roland Rd.
San Antonio, Texas 78222
210-333-6227

PROPOSALS RECEIVED LATER THAN THE DATE AND TIME
DESIGNATED ABOVE WILL NOT BE CONSIDERED.

The School reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the School. The School further reserves 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 School determines not to be in the best interest of the School.

Importantly, interested service providers must consider maintaining flexibility to provide catered meals at schools to which food services would not otherwise be provided in light of the continuing coronavirus (COVID-19) pandemic and associated state of disaster declaration issued by Texas Governor Greg Abbott on March 13, 2020, as subsequently renewed on April 12, 2020, by Governor Abbott, and the associated executive orders issued by Governor Abbott mandating various actions and measures to contain and mitigate the spread of COVID-19, including recent Governor Abbott's recent executive order relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas.

Food Service Catering Meal Services

PROPOSALS DUE/PROPOSAL DUE: on or before July 12, 2021 at 4:00p.m.

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. Sealed proposals are to arrive no later than **4:00PM CST on July 12, 2021** and shall be addressed to:

RFP-22-001- Food Service Catering Meal Services
Denise Miranda, Assistant Purchasing Manager
Jubilee Academies
4434 Roland Rd.
San Antonio, Texas 78222

Please submit one original, two (2) hard copies and an electronic copy 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 School. 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 Proposal (including all attached documents), the School 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**.

11. A proposal, in response to a **Request for Proposal**, is an offer to contract with School based upon the terms, conditions, and specifications of this proposal.

12. 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 21 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 **JUBILEE ACADEMIC CENTER, INC. DBA JUBILEE ACADEMIES** 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.

Standard Terms and Conditions:

1. **BID/PROPOSAL SUBMISSION:** Bids/Proposals must be submitted utilizing this document and reach the School on or before the hour on the date specified. Late submittals will be returned unopened. **Faxed or emailed proposals will not be accepted.**
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding. Written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
3. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of twenty-four (24) days subsequent to the opening of proposals. No bid may be withdrawn during the period of firm offering.
4. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
5. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other School officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Contractor or between the School and the Contractor's employees. The School shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for School employees, nor be covered by the School's Workers' Compensation Program.
8. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless Jubilee Academies Inc. its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
9. **GRATUITIES:** The School may, by written notice to the Contractor, cancel this contract without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
10. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the School. Any attempted assignment

or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

12. **MODIFICATIONS:** This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.

13. **INTERPRETATION OF EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

14. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies will be made available upon request.

15. **ADVERTISING:** Contractor shall not advertise or publish, without the prior consent of the School, the fact that the School has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

16. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Bexar County, Texas.

17. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the School and to the extent feasible shall be identified by the Contractor as such.

18. **WARRANTY-PRICE:** The price to be paid by the School shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the School may cancel this contract without liability to the School for breach at Contractor's actual expense. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the School shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

19. **WARRANTY-PRODUCT:** Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the School. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.

20. **WARRANTY-SAFETY:** Contractor warrants that the product sold to the school shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the School may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the School will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the School. If any product called for by name in this specification should contain any asbestos material, the contractor must notify Mr. Khalid Sosse (khalid.sosse@jubileeacademic.org) for the name of a suitable substitute asbestos-free product.

21. **WARRANTY-INFRINGEMENT:** As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The School makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the School be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he/she will notify the School to this effect in writing within two weeks after the signing of this contract. If the School does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the School harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the School will pay the Contractor the reasonable cost of his search as to infringements).

22. **RIGHT OF INSPECTION:** The School shall have the right to inspect the goods before accepting them.

23. **FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.

24. **RIGHT TO ADDITIONAL COMPETITION:** The School occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the School.

25. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the School, for convenience.

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 School 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 after award is 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 School under contract should be familiar with the State and federal laws and regulations pertaining to operations in a public school setting and vended meal services under the federal lunch program, breakfast program, and milk 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 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 School 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 School property or other location where School 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 School. The vendor shall certify that it will ensure that this requirement is met.

II. USDA Donated Foods.

A. The parties understand that the USDA Donated Foods (Commodities) requires the Contract to contain provisions that:

1. Reaffirm the School option to receive USDA donated foods and make them available to the vendor including processed donated foods only if those donated foods accrue to the benefit of the School nonprofit school food service and are utilized within;
2. Prohibit the vendor from entering into subcontracts for further processing of USDA donated foods on behalf of the School;
3. Prohibit use of USDA donated foods for special functions conducted outside the nonprofit school food service;
4. Address ordering procedures, proper utilization, storage practices and inventory control;
5. Specify the method and frequency by which the 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 School;
6. Specify that the vendor accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods;
7. Require that the vendor maintain accurate and complete records with respect to receipt, use/disposition, storage, and inventory of USDA donated foods;
8. 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.

III. General Provisions.

- A. 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 award of the contract.
- B. Extent of Food Services Required: A reimbursable lunch that is 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 School participates in the National School Lunch and Breakfast Program, surplus food commodities are available for use in the lunch and breakfast program, and it is the intent of the School 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 provide reimbursable catered meals in accordance with the following meal pattern:

- a. Traditional Food Based Menu Planning. The vendor shall be able to provide a **minimum of 812** catered lunch meals per school day to be prepared and served.
- b. Traditional Food Based Menu Planning. The vendor shall be able to provide a **minimum of 478 catered breakfast meals** per school day to be prepared and served.
- c. Estimated serving sites and annual meal counts provided for planning purposes only.

Jubilee Leadership Academy- **Breakfast-19,000/Lunch-38,000 (with equipment)**

PRE_K CATERED MEALS REQUIRED (Daily)

Jubilee Kingsville – **Breakfast 28,500 Lunch-36,480 (with equipment)**

Jubilee Leadership Academy – Breakfast -/Lunch – 50

Jubilee Kingsville – Breakfast-/Lunch-50

2. The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products for use in preparation of the catered meals served under the resulting contract.
3. 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.
4. Reimbursable catered meals will be transported by the Vendor in accordance with State and local sanitation and temperature requirements.
5. The reimbursable catered meals will be prepared and prepackaged individually for each student with eating utensils, napkins, straws, and condiments and choice of milk variety (as defined by TDA) included.
6. Vendor must maintain a flexible food service to provide catered meals at schools to which food services would not otherwise be provided in light of the continuing coronavirus (COVID-19) pandemic. Importantly, vendor must agree to collaborate with the School to provide catered meals to students and other eligible participants in response to the state of disaster declaration issued by Texas Governor Greg Abbott on March 13, 2020, as subsequently renewed on April 12, 2020, and the associated executive orders mandating various actions and measures to contain and mitigate the spread of COVID-19, including any subsequent executive orders relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas.

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

1. The School shall maintain the premises, equipment, and facilities where catered meals are served, and shall 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 on its premises.

2. Vendor must have State and/or local health certification for any facility outside the School in which it may prepare any catered meals or portions of catered meals and must maintain this certification throughout the duration of the Contract.
3. The School will be responsible for the maintenance and expense of insect and pest control in all food service serving areas.
4. The School will be responsible for removal of trash and garbage resulting from the food service program in compliance with current scheduled waste disposal services provided by the School.
5. The School will monitor the Vendor's operation with on-site visits and will retain control of the quality of its food service in accordance with 7 C.F.R. § 211.16(a).

D. Utilities

1. The School will provide water, gas, and electric service in charter school 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 School.

E. Recordkeeping; Preparation and Submission of School Lunch and Breakfast Program: Preparation and Submission of USDA/TDA required meal documentation

1. The School will be responsible for, counting catered meals served in accordance with eligibility, consolidation of counts of catered meals served to students, and claiming of catered meals for reimbursement.
2. The School 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 such as child nutrition labels, nutrition fact sheets, food production records the School will need to support its Claim for Reimbursement under the Federal School 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 School promptly at the end of each month during the Contract period.
5. Upon receipt of the records provided by the vendor, the School shall compile all information required to complete and process the Claim for Reimbursement for catered meals served.
6. Inventory must provide method of documenting inventory control
7. The vendor shall provide written delivery schedules

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

1. Contracts that permit all income and expenses to accrue to the food service management company are prohibited. 7 C.F.R. § 211.16 (c).

1. Vendor shall not set meal prices.

2. Vendor may make recommendations to the School regarding the quality, extent, and general nature of the food service operation and the prices to be charged for catered meals and other food; but the School will retain control over such aspects of the food service operation and shall have the right to make the final decisions regarding such matters.

1. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).

2. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program catered meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

3. Exceptions to the **Buy American** provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the: alternative substitute that are domestic and meet the required specifications: price of the domestic food alternative substitute; and availability of the domestic alternative substitute in relation to the quantity ordered. Reason for exception: limited/lack of availability or price (include price): Price of domestic food product; and price of the non-domestic product that meets the required specification of the domestic product.

4. Vendor shall comply with all applicable environmental rules and regulations in accordance with 7 C.F.R. 3016.37(i)(12).

5. Vendor shall comply with all rules and regulations regarding conflicts of interest set forth in 7 C.F.R. § 3016.36(b)(3)(iv); Tex. Loc Gov't Code 171.

6. Vendor shall demonstrate the means to avoid unnecessary or duplicative purchases set forth in 7 C.F.R. § 3016.36(b)(4)).

7. Vendor shall provide data to be used by the school to support its official count for federal funding.

8. Vendor shall grant access to the School or any other authorized representatives to any books, documents, papers, and records of the contractor, 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 **July 1, 2021 through June 30, 2022**. This contract may be renewed for up to two additional one-year terms if mutually agreeable to all concerned parties.

10. Termination:

a. Either party may terminate the Contract with or without cause by providing written notice to the other party 60 days in advance of termination.

b. In the event of a default of a breach of the Contract entered into pursuant to this proposal by either the School or the Vendor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate the Contract immediately by giving the breaching party written notice of its intention to terminate immediately.

c. Events of default include, but are not limited to, the failure of the vendor to provide catered meals that are unspoiled and wholesome, the failure of the Vendor to maintain the requisite health certification, the failure of the vendor to deliver catered meals at the time and place required under the Contract, the failure of School to make payment for services under this Contract, the failure of either party to abide by the terms of the Contract or any applicable Federal or State laws.

11. Penalties. If the Vendor fails to perform and such failure to perform results in the School losing federal funds or having to reimburse funds already received, the Vendor shall owe to the School the amounts lost by the School due to such failure of performance.

12. Sanctions. In addition to the remedies enumerated above, the failure of the Vendor to perform under this Contract to the extent that it jeopardizes or causes injury to the School under the Federal School Lunch program may subject the vendor to sanctions. These sanctions include indemnification for any settlement and satisfaction of the contractual and administrative issues arising out of procurements as outlined in 7 C.F.R. §210.21 (see also 7 C.F.R. § 210.16).

13. The Contract will be kept on file in accordance with the requirements of the State record retention schedules and the School's 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.

14. The Vendor will have total responsibility to ensure compliance with the regulations set forth by the Food and Nutrition Service of the United States Department of Agriculture and the Texas Department of Agriculture. In addition, performance under the contract must meet all State and local regulations.

G. Vendor's Fees, Billing & Payment

1. The charge to the School 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, including any incremental cost attributable to the provision of catered meals to campuses or locations not specified in this RFP in response to the continuing COVID-19 pandemic and currently effective or future disaster declarations and implementing executive orders issued by the Texas Governor and any public policy directives or guidance issued by the Texas Department of Agriculture and Texas Education Agency.

2. Vendor must provide a copy of a 4-6 week cycle lunch menu and 2-4 week cycle breakfast and after school snack menu, in accordance with Texas Department of Agriculture menu compliance and food specifications of the District. This menu must be used the first 21 days of operation; thereafter, it may be changed only with the approval of the District Child Nutrition Department. Also, the **vendor must provide a copy of 2-4 week breakfast, lunch and snack menu by July 12, 2021.**

3. Number of catered meals will be determined based on the school records and the vendor shall bill the School for served catered meals only. The School cannot be billed for leftovers to include milk and produce; any leftovers originally billed should be credited within 30 days of service.

4. The School shall be billed on monthly basis. Unless a prompt payment discount with a payment term of at least 15 days is offered and accepted by the School, payment terms shall be **Net 30** days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

5. No payment shall be made for catered meals that are spoiled or unwholesome at the time of service, do not meet the specifications developed by the School, 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 School shall give the vendor written notification of the meal service for which the deduction is to be made, specifying the number of catered meals for which School intends to deduct payment and setting forth the reasons for the deduction. School 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 School for the number of days chosen for the written notification period to serve as documentation of these criteria.

6. 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 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 School 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.

7. Under Federal law, the School 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.

8. Over versus Serve credit will be applied for breakfast and lunch.

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 Bexar County, Texas.

B. If any provision of the Contract becomes or is held violative 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 School has no obligation to contract unless in its sole opinion, it is in its 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 catered meals contract for the food service program to enable the School 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 and School Lunch, and Breakfast Programs as well as price proposal as requested below. 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 catered 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. Catered Meals Only Pricing.
 7. Catered Meals with Kitchen Equipment.
 8. Catered Meals without Kitchen Equipment.
10. **A complete list of Texas public 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 school.
11. List Texas school districts/charter schools where vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons for termination.
12. General Comprehensive Liability Insurance (at least \$1,000,000), Product Liability Insurance, and Automobile Insurance must be provided in accordance with specifications of the charter school to protect against harm to persons and property.
 13. Documentation of size and structure of the company with the qualifications of key vendor supervisory and support personnel.
 14. All statements submitted by the vendor are required to be complete and accurate.
15. Other such information as the interested vendor deems pertinent for consideration by the School shall be provided.

16. Signed originals of the Exhibits attached to the Request for Proposals.

B. 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. 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.

1. In compliance with 2 C.F.R. 200.321, the School 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 School reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the School. The School 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 School reserves the right to approve the selection of any of the Vendor's employees assigned to work in the School.

4. The School shall retain responsibility for determining student meal prices.

CRITERIA EVALUATION WORKSHEET

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

I. Mandatory Criteria

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

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

II. Vendor (45 POINTS)

This shall account for **forty five points (45)** of the total score. Proposals meeting each of the criteria set forth above will be evaluated on the following factors:

- 1. The extent to which the Vendor's catered meals and services comply with applicable law shall account for fourteen points of the total score. (14 points)
- 2. Size and structure of the company shall account for four points of the total score. (4 points)
- 3. Qualifications of key Vendor personnel and supervisory, and other support personnel shall account for four points of the total score. (4 points)
- 4. The Vendor's past relationship with the School, as documented in written evaluations of the vendor's performance, or any other public school, as disclosed by the vendor's references shall account for four points of the total score. (4 points)
- 5. Comprehensiveness of the entire RFP response, particularly as it relates to addressing all points identified and addressed herein Vended Meal Services for School Breakfast/Lunch Program RFP shall account for four points of the total score. (4 points)
- 6. Compatibility of key program areas with School's overall mission statement and School-wide goals and objectives. Key program areas that will be evaluated under these criteria include the following and account for ten points of the total score. (10 points)
 - A. Accuracy of Submission
 - B. Deviations
 - C. Ships via Company Truck (preferred)
 - D. Frequency of deliveries
 - E. Cancellation/Return Policy

- F. Quality of the catered meals and services.
- G. Availability of online ordering.
- H. Availability of Child Nutrition Labels and Child Nutrition Recipes.
- I. Years of experience serving schools.
- J. Menus included with proposal packet.

8. The ability to assure that small, minority and women’s businesses enterprises and labor surplus firms are used when possible shall account for five points of the total score. (5 Points)

III. Overall financial projection, including fees shall account for **fifty-five points (55 points)** of the total score.

IV.	Total Score		
	Vendor	:	
	Overall financial projection, including fees	:	
	Total Proposal Score	:	

JUBILEE ACADEMIES, INC.

Food Service-Catering Meal Services for School Breakfast/Lunch Program

DATE: _____

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 School 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]

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

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

COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL

REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public or charter school districts) where the same or similar services as contained in this specification package were recently provided by Vendor.

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State/Zip Code: _____ E-mail _____

Telephone Number: _____ Fax Number: _____

REQUEST FOR PROPOSAL SIGNATURE PAGE

Proposals will be received until 4:00pm on July 12, 2021 for supplying the School with vended meal services for the 2021-2022 school year with two one-year renewal options.

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 School and shall be marked on the envelope

RFP-22-001- Food Service-Catering Meal Services

In accepting proposals, the School 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 Purchasing Department at dept.purchasing@jubileeacademic.org or 210-333-6227.

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 Jubilee Academies, Inc.

(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**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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

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

Organization Name

PR/Award Number or Project

Name of Authorized Representative

Title

Signature

Date

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 Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5 . The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower 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.

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

Signed

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

Notary Public (or Clerk or Judge)

My commission expires _____

NON-DISCRIMINATION STATEMENT

NON DISCRIMINATION STATEMENT:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Affidavit Of Non-Discriminatory Employment

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

_____ Signature

_____ Printed Name & Title

CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“Covered Employees”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Jubilee Academies (the “School”) retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by the School, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
 - a. Crimes involving moral turpitude;
 - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
 - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
 - d. Crimes involving school property or funds;
 - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
 - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity;and
- g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that the School believes might compromise the safety of students, staff, or property.

Any contractor interested in participating in the School’s Contractor Bid and Vendor Services Process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for School contracts.

CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES

Please complete the information below:

I, the undersigned agent for _____ (“Provider”), certify that [check one]:

None of the employees of Provider and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Provider has taken precautions or imposed conditions to ensure that the employees of Provider and any subcontractor will not become covered employees. Provider will maintain these precautions or conditions throughout the time the contracted services are provided.

or

Some or all of the employees of Provider and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Provider has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Provider receives information that a covered employee subsequently has a reported criminal history, Provider will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
3. Upon request, Provider will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.
4. If the School objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Provider agrees to discontinue using that covered employee to provide services to the School.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

I understand that non-compliance with this certification by Provider may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Provider Official

Date

Debarment or Suspension Certificate

Jubilee Academies is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Provider certifies that no suspension or debarment is in place, which would otherwise preclude Provider or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Authorized Signature

Date

Printed Name, Title

Company Name

Contract Provisions

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by Jubilee Academies including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Jubilee must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Jubilee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Jubilee must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Jubilee must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by Jubilee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

11. Procurement of Recovered Materials. Jubilee and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000 procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature _____	Title _____
Printed Name _____	Date _____

Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

Company Name (Please Print)

I certify that my company qualifies as a “**Nonresident Proposer**”

(NOTE: You must furnish the following information :)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

Company Name Address

City State Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

What is the prescribed amount or percentage?

B. \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title

Felony Conviction Disclosure Statement

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), states “a person or business entity that enters into a contract with a school district must give advance notice to [SCHOOL NAME] if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name

Signature of Authorized Company Official

Authorized Company Official’s Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

EDGAR Vendor Certification
(2 CFR Part 200 and Appendix II)

When a school district seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All vendors submitting proposals must complete this EDGAR Certification Form regarding vendor's willingness and ability to comply with certain requirements which may be applicable to specific school district purchases using federal grant funds.

For each of the items below, vendor should certify vendor's agreement and ability to comply, where applicable, by having vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the district will consider and may list the vendor's response as "NO," the vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a school district to purchase from the vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Except as otherwise provided for in these Terms and Conditions, either party may terminate the contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party.

Jubilee Academies will not be liable to the vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure, Jubilee Academies may, in its sole discretion, terminate the contract in whole or part, provided such termination complies with the procedures set out above. Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting Vendor.

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

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to the vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

With this paragraph, the school district shall only be required to pay vendor for goods or services delivered to the school district prior to the termination and not otherwise returned in accordance with vendor's return policy. If the school district has paid vendor for goods or services not yet provided as of the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a school district purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the school district's purchase order, or construction contract agreed to by the vendor, this provision shall prevail.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all school district purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any school district purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by federal program legislation, vendor agrees that, for all school district prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all school district contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work-week of 40 hours. Work in excess of the standard work-week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the school district's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and District Agreements," and any implementing regulations issued by the awarding agency.

7. Certification Of Compliance With Buy America Provisions: Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

15. General Compliance and Cooperation with school districts:

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a school district, it shall make a good faith effort to work with school districts to provide such information and to satisfy such requirements as may apply to a particular school district purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Certification Of Compliance With Buy America Provisions		
8. Clean Air Act and Federal Water Pollution Control Act		
9. Debarment and Suspension		
10. Byrd Anti-Lobbying Amendment		
11. Procurement of Recovered Materials		
12. Profit as a Separate Element of Price		
13. Record Retention Requirements For Contracts Paid For With Federal Funds		
14. Certification of Compliance With the Energy Policy and Conservation Act		
15. General Compliance and Cooperation with School districts		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name