

# Nova Academy-Schools Southeast

## Request for Proposals for Vended Meals

RFP Response Due Date: Friday, July 8, 2016

### LEGAL NOTICE

Notice is hereby given that Nova Charter Southeast intends to examine methods to provide meals for students. All interested parties may follow the instructions below to request a copy of the Request for Proposal.

No offer of intent should be construed from this legal notice that Nova Charter Southeast intends to enter into a contract with any party for vended meal service unless, in the sole opinion of the charter school, it is in the best interest of the charter school to do so.

All costs involved in the preparation and submittal of alternatives to Nova Charter Southeast to provide food service for students shall be borne in full by the interested party and should be included in the total price for each meal. A copy of the Request for Proposal may be obtained by visiting: **[novaacademy.org](http://novaacademy.org)**

Cynthia Peters, M.Ed.,  
Chief Operating Officer  
Nova Academy  
2800 Prichard Lane  
Dallas, Texas 75227  
Email: [foodservice.bids@novaacademy.org](mailto:foodservice.bids@novaacademy.org)

Nova Charter Southeast reserves the right to accept any proposal which it deems most favorable to the interest of the charter school and to reject any or all proposals or any portion of any proposal submitted which, is not in the best interest of the charter school.

Nova Schools West Oak Cliff

Published by: Cynthia Peters, M.Ed.,

Title: Chief Operating Officer

Publication Date: Friday, July 1, 2016

**Nova Schools West Oak Cliff**

**VENDED MEAL SERVICES PROPOSALS**

**DUE: Friday, July 8, 2016 at 12:00 PM**

## INSTRUCTIONS TO VENDORS

1. At any time prior to the specified time and date set for proposal opening, a vendor (Note: or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms as necessary.
4. Sealed proposals are to arrive no later than 12:00 p.m. on Friday, July 8, 2016, and shall be addressed to:

Nova Schools West Oak Cliff

C/O Cynthia Peters, M.Ed.,  
Nova Academy  
2800 Prichard Lane  
Dallas, Texas 75227

Please submit two (2) copies of the proposal.

5. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
6. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
7. Periods of time, stated as number of days, are calendar days.
8. It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
9. Awards shall be made with reasonable promptness to the vendor(s) whose proposal(s) are in accordance with the Weighted Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to A Nova Schools West Oak Cliff. Award (s) may be made to other than the lowest price proposal.
10. Nova Charter Southeast Board of Trustees, notwithstanding any other provision of this Request for Proposal (including all attached documents), expressly reserves the right to:
  - a. Waive any insignificant defect or informality in any proposal procedure.
  - b. Reject any or all proposals.
  - c. Reissue a Request for Proposal.

11. A Proposal, in response to the Request for Proposal, is an offer to contract with Nova Charter Southeast based upon the terms, conditions and specifications of this Request for Proposal.
12. Proposals will be received until 12:00 PM on Friday, July 8, 2016 for supplying Nova Charter Southeast with vended meal services during the school year of 2016-2017, with options for renewal of the contract not to exceed four additional years.

REQUEST FOR PROPOSAL  
SIGNATURE PAGE

Sealed proposals, subject to the conditions and specifications attached hereto, will be received in the office of Nova Charter Southeast and shall be marked on the envelope "*Proposal for Vended Meals*".

In accepting proposals, Nova Charter Southeast reserves the right to reject any and all proposals in order to take actions which it deems to be in the best interest of the district/charter school.

Additional information required to adequately respond to this Request for Proposal may be obtained from the charter school business office via email [cynthia.peters@novaacademy.org](mailto:cynthia.peters@novaacademy.org)

Contracts entered into on the basis of submitted proposals are revocable if contrary to law. See attached specifications.

We, as an interested party, agree to the above criteria and the attached specifications and have submitted our proposal as requested. (Note: Failure to sign will disqualify bid.)

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

CONTACT EMAIL ADDRESS \_\_\_\_\_

## GENERAL CONDITIONS

- I. Qualifications of Vendor: Each vendor must submit for consideration such records of work and further evidence as may be required by the Board of Trustees regarding experience, financial standing, and assurance that they have, or will promptly provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal. The qualification data shall be submitted by each vendor along with the sealed proposal and shall include the information and format as follows:
  - A. Vendor must be incorporated or licensed to do business in the State of Texas, and must be in good standing with all governing regulatory authorities.
  - B. The interested party should be familiar with the State and Federal regulations pertaining to operations in a public school setting.
  - C. The vendor should be presently operating a comparable, successful vended meals program.
  - D. The vendor must comply with all state, county and city health and sanitation requirements.
  - 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 Weighted Criteria Evaluation Worksheet.
  - F. Regarding USDA Donated Foods (Commodities): All contracts must contain provisions that:
    1. Reaffirm the Nova Charter Southeast option to receive USDA donated foods and make them available to the Vended Meals Company including processed donated foods only if those donated foods accrue to the benefit of the school district/charter school nonprofit school food service and are utilized within;
    2. Prohibit use of USDA donated foods for special functions conducted outside the nonprofit school food service;
    3. Address ordering procedures, proper utilization, storage practices and inventory control;

4. Specify the method and frequency by which the charter school will be given full value of USDA donated foods. In fixed-price contracts, in order to document the commodity value-pass-through, the contract should specify that the credits or reductions will be indicated on the invoices to the school district/charter school;
  5. Specify that the Vended Meals Company accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods;
  6. Require that the Vended Meals Company maintain accurate and complete records with respect to receipt, use/disposition, storage, and inventory of USDA donated foods;
  7. 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.
- G. Representatives from the charter school reserve the right to inspect the vendor's facilities during the procurement process and or during the contracting term.
- H. Extent of Food Services Required: A reimbursable lunch and/or a reimbursable breakfast and/or a reimbursable snack served/delivered in accordance with U. S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Since Nova Charter Southeast 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 charter school that such items will be included in menus to the greatest extent possible.
1. Meal Pattern Requirements: Vendor will serve reimbursable meals in accordance with the meal pattern under the Healthy Hunger Free Kids Act of 2010 (Note: School District/Charter School).

Traditional Food Based Menu Planning - (Ref: Child Nutrition Programs - Administrative Reference Manual for menu planning details – [www.squaremeals.org](http://www.squaremeals.org))

2. The Charter School will be responsible for distribution and collection of applications, determining student eligibility, counting meals served in accordance with eligibility, consolidation of counts of meals served to students, and claiming of meals for reimbursement.
3. Reimbursable meals will be transported by the Vended Meal Company in accordance with state and local sanitation and temperature requirements and delivered to the Charter School sites stipulated and at the times stipulated in the List of Charts and Other

Attachments: Delivery Times or Pickup Times, and Delivery Sites. The reimbursable meals will be:

- a. Prepared in bulk to be plated and served as each student moves down the serving line;
- b. Prepared and prepackaged individually for each student with condiments included.

I. Equipment and Facilities Maintenance and Sanitation: Functions may be the responsibility of either the school district/charter school or the Vended Meals Company.

1. The Charter School shall maintain the premises, equipment, and facilities where meals are served, and shall adhere to the standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program.
2. The Vended Meals Company shall maintain the premises, equipment, and facilities where meals are prepared, and shall adhere to the highest standards of cleanliness and sanitary practices to insure continual sanitation in all functions and matters related to the food service program.
3. The Charter School will be responsible for the maintenance and expense of insect and pest control in all food service serving areas.
4. The Charter 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 Charter School.

J. Utilities

1. The charter school will provide water, gas, and electric service in school district/charter school facilities for the food service program.

K. Preparation and Submission of School Lunch and Breakfast Program Claims:

1. The charter school will compile all information required to complete and process reimbursement claims for meals served.
2. The charter school shall maintain the records required to substantiate free and reduced-price meals. Vendor shall adhere to the free and reduced-price policy requirements as established by USDA.

L. Contract

1. Vendor may make recommendations to charter school regarding the quality, extent and general nature of the food service operation and the prices to be charged for meals and other food; but charter 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.
2. The contract will be a one-year contract with four one-year renewal options. A 60-day cancellation clause on the part of either party will be included.
3. The contract will be kept on file in accordance with the State of Texas record retention requirements for review by the Texas Education Agency and other appropriate state and federal agencies.
4. No payment shall be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications developed by the district/charter school, or do not otherwise meet the requirements of the agreement, if any, entered into pursuant to this proposal; provided however, that no deduction shall be made unless district/charter school shall give the vendor written notification of the meal service for which the deduction is to be made; specifying the number of meals for which district/charter school intends to deduct payment and set forth the reasons for the deduction. The district/charter school shall provide such notice not later than 2 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 district/charter school for the number of days chosen for the written notification period to serve as documentation of these criteria.

5. If any invoices presented for payment that 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 district/charter 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.
6. In the event of a breach of the agreement, if any, entered into pursuant to this proposal by either district/charter school or 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 then terminate this agreement by giving the breaching party thirty (30) days written notice of its intention to terminate.
7. The term of the contract must coincide with the school calendar year.

By reading and accepting this pre-qualification outline, the interested party acknowledges that Nova Charter Southeast has no obligation to contract unless in its sole opinion; it is in its own best interest to do so.

## SPECIFICATIONS

- I. Scope: Vendor shall provide meal services in accordance with this Request for Proposal; including all present schools, plus any schools or campuses to be added during the course of the contract.
  - A. The purpose of the Request for Proposal is to obtain complete data, from each interested vendor, to be considered in the award of the vended meals contract for the food service program to enable Nova Charter Southeast to determine which vendor is best able to meet the criteria of the district/charter 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 Breakfast and Snack Programs. Included shall be the following:
    1. Name and address of the vending company.
    2. Documentation of licensure to do business in the State of Texas Education Agency.
    3. Documentation of incorporation.
    4. The duration and extent of experience in the operation of school lunch breakfast and snack services, or other federal programs.
    5. List of Texas public/charter schools and locations where the vendor is currently operating school lunch breakfast and snack programs. Give name and address, length of service; include the contact persons' name contact information for each district/charter school listed.
    6. Proof of General Comprehensive Liability Insurance must be provided in accordance with specifications of the school district/charter school.
    7. Documentation of size and structure of the company with the qualifications of key vendor supervisory and support personnel.
    8. All statements submitted by the vendor are required to be complete and accurate.
    9. Other such information as the interested vendor deems pertinent for consideration by the district/charter school shall be provided.

## Evaluation of Proposals

1. Nova Charter Southeast reserves the right to accept or reject any or all proposals as may be deemed in the best interest of Nova Schools West Oak Cliff. Nova Charter Southeast will evaluate all proposals according to the criteria outlined below.
2. Nova Charter Southeast reserves the right to approve the selection of any of the Vendor's employees assigned to work at Nova Schools West Oak Cliff. The Vendor is responsible for having background checks performed on all employees servicing Nova Schools West Oak Cliff.
3. Nova Charter Southeast shall retain responsibility for determining student meal prices.

Mandatory Criteria		
1. Must be properly incorporated or licensed to do business in the State of Texas		
2. Must be experienced and capable of managing food service operations on a contractual basis		
3. Must not have a record of substandard work		
4. Must submit a proposal meeting all of the requirements in the <b><u>Request for Proposal</u></b> .		
Criteria	Maximum Score	Vendor Score
1. Cost	20	
2. Innovative Approach to Healthy Options	15	
3. Nutrition Education and Awareness	15	
4. Service Capability	15	
5. Experience and References	25	
6. Submission of all required forms <ul style="list-style-type: none"> <li>• Business License</li> <li>• Health Permit</li> <li>• Certificate of Liability Insurance</li> <li>• Attached Exhibits A-C</li> <li>• 21-day menu cycles compliant with NSLP for breakfast, lunch and snack</li> </ul>	10	
Total	100	

Exhibit A

**Certification Regarding Debarment, Suspension, or Ineligibility**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 7CFR 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.

The Vended Meals Provider 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.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANTI-COLLUSION AFFIDAVIT**

STATE OF )

COUNTY OF )

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

\_\_\_\_\_  
Signed

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

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

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

## Compliance with Clean Air and Water Act

USDA requires CEs to comply with the Clean Air and Water Act in contracts that exceed \$100,000. The following verbiage should be included in bids for the prospective vendors to complete. I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator of the Enforcement.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2** 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes                      No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes                      No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes                      No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Nova Academy-Schools Southeast

List(s) of Schools in the District

Nova Academy Bruton  
8301 Bruton Road  
Dallas, Texas 75217

Enrollment Projection  
270 Students

Nova Academy Prichard  
2800 Prichard Lane  
Dallas, Texas 75227

Enrollment Projection  
507 Students

Nova Academy Southeast  
 Nova Academy Southeast  
 Nova Academy Scyene



2016-2017

Co/District Number: 057827101  
 Co/District Number: 057827102  
 Co/District Number: 057809101

AUGUST 2016						
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REPORTING PERIODS ( )		
Reporting Periods	{ Begin/End }	Days Taught
1 <sup>st</sup> Reporting Period	8/22/16-10/3/16	30
2 <sup>nd</sup> Reporting Period	10/4/16-11/15/16	30
3 <sup>rd</sup> Reporting Period	11/16/16-1/19/17	28
4 <sup>th</sup> Reporting Period	1/20/17-3/2/17	29
5 <sup>th</sup> Reporting Period	3/3/17-4/24/17	30
6 <sup>th</sup> Reporting Period	4/25/17-6/6/17	30
TOTAL DAYS TAUGHT		177

STUDENT/TEACHER HOLIDAYS O	
9/5/2016	Labor Day
10/14/2016	Fair Day
11/21/16-11/25/16	Thanksgiving
12/23/16-1/6/17	Winter Break
1/16/17	Martin Luther King Day
3/13/17-3/17/17	Spring Break
5/29/17	Memorial Day

STAFF DEVELOPMENT	
8/10/16-8/19/16	

EARLY RELEASE- STAFF DEVELOPMENT X	
9/23/16	10/21/16
11/18/16	5/26/17

Bad Weather Make Up Days *	
4/14/17	4/17/17

LEGEND	
Begin Reporting Period	(
End Reporting Period	)
Holiday	O
Student Holiday/Staff Development	W
Early Release Students/Staff Development	X
Teacher Preparation/ Staff Development	Δ
Bad Weather Make up Day	*

FEBRUARY 2017						
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*[Signature]*  
 Superintendent Signature  
 Date 6/28/16

Approved June 28, 2016