



THE LAWSON ACADEMY
REQUEST FOR PROPOSALS
FOR
VENDED MEAL SERVICES

The Lawson Academy
2022-2023

RFP ID No.:	WAL-22-23-VEN001
Proposal Released	June 27, 2022
Deadline to Submit Questions:	July 5, 2022
Responses to Questions:	July 8, 2022
Proposal Due Date: 2:00pm CST	July 29, 2022
Contact/Submit To:	Cheryl Lawson The Lawson Academy 5220 Scott Street, #108 Houston, TX 77004 Phone: (713) 741-3600 Fax: (713) 741-3603 Email: clawson@walipp.org

**REQUEST FOR PROPOSALS
FOR VENDED MEAL SERVICES
The Lawson Academy**

LEGAL NOTICE

Notice is hereby given that The Lawson Academy, herein after referred to as the Academy intends to solicit vendors to provide meals to students.

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

All costs involved in submitting alternatives to the Academy shall be borne in full by the interested party and should be included in a total price for each meal. A copy of the Request for Proposal can be obtained by contacting:

Cheryl Lawson, Executive Director
The Lawson Academy
5220 Scott Street, #108
Houston, TX 77004
P.O. Box 88327
Houston, TX 77288-0327
(713) 741-3600

The Academy 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.

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The Lawson Academy

1. OVERVIEW

1.1. Purpose

The Lawson Academy Charter School (The Academy) currently provides education services for middle school students in Houston, Texas. The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to establish a contractual relationship with experienced and qualified custodial services company(ies) to provide vended meal services requested by the Academy.

Preference will be given to suppliers who have demonstrated a clear understanding of the unique needs of an active educational environment with middle school students in campus settings.

The Academy may select one or more experienced and qualified vended meal services companies to proceed with the contract negotiation process from those submitting Proposals. The process will include the review and evaluation of methods and procedures used to provide effective meal preparation, meal delivery, meal dispensing and reporting services for The Academy within the scope of this RFP. Past experience will also be judged by the references of each Contractor. A major portion of the negotiations will include the financial terms of the Contract. Contractors should be prepared to make a presentation to the Superintendent and/or the Academy Leadership team, not to be more than thirty (30) minutes in length.

1.2. Objective of RFP

The primary objective of this RFP is to offer experienced professional custodial services companies the opportunity to present a thoroughly detailed Proposal of their **qualifications** and **experience** in providing and performing comprehensive custodial services and assisting schools of similar size and scope as the academy with its custodial services. The secondary objective of this RFP, subject to the terms and conditions of the Contract, is to establish a mutually beneficial relationship with an experienced professional company under which the custodial services will be performed.

Each Proposal must detail the Contractor's experience and expertise in order to allow the School to properly and promptly evaluate each Proposal, and the failure to do so may cause the Academy to reject said Proposal. The Academy will select the Proposal, if any, that it deems most qualified to serve its best interests, in its sole and absolute discretion. The Academy, in its sole and absolute discretion, reserves the right to request post-Proposal interviews from all, some or none of the Contractors.

1.3. Overview of The Lawson Academy

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The Lawson Academy opened in 2002 to provide the academic and social development young people need to learn and become strong adults. After nine years under the Houston Independent School District, the Academy applied for the highly competitive Texas State Charter and received the State Board of Education award in 2010. The Lawson Academy -- on both campuses -- uses a creative academic curriculum to build student success and to develop the whole person. The majority of students are low-income, qualifying for the Federal Free Lunch program. School operations begin in August of each year with two (2) weeks of teacher training prior to student arrival. The Academy utilizes the HISD master calendar to minimize disruption for our student families. Summer schedules may include classes or customized workshops on one or both campus locations.

Campuses

<p><u>Boys' Campus</u> 5052 Scott Street Houston, TX 77004 (Projected 2019-2020) Enrollment: 150</p>

<p><u>Girls' Campus</u> 5052 Scott Street Houston, TX 77004 (Projected 2019-2020) Enrollment: 150</p>

1.4. Proposal Submission Due Date and Requirements

1.4.1. Due Date

The due date and time for receipt of Proposals is: **Friday, July 29, 2022 at 2:00 P.M. (the "Due Date")**

1.4.2. Late Proposals:

Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date specified above will not be accepted or considered. The Academy is not liable for any delivery or postal delays.

1.4.3 Returned Proposals:

All Proposals received after the Due Date specified above will not be returned to the respective Contractor.

1.4.4 Signed Original Proposal:

Each Proposal submitted must be an original and hard copy, and signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO VERBAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

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1.4.5 Copies of Proposal:

The Contractor shall also submit with its signed original Proposal, three (3) complete copies of the signed original of the Proposal.

1.4.6 Finality of Decision:

Any decision made by the Board of Directors and/or the Academy Leadership team of the Academy, including the Contractor selection, shall be final.

1.4.7 Reservation of Rights:

The Academy reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The Academy further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The Academy reserves the right to request additional information from any or all Contractors. The Academy reserves the right to negotiate with the Contractors concerning their Proposals.

1.4.8 References

At least five (5) references from business organizations to whom the bidder has provided vended meal within the last three (3) years, similar to the type and quantity specified herein. The references shall include the company name, address, contact person, telephone, and a description of the scope, type, and dollar amount of the services provided.

1.4.9 Statement from Insurers

All bidders shall furnish to the Academy a statement from their insurers that if awarded, the Academy will be provided with certificates evidencing all the required insurance types and levels, none of which shall be cancelled, altered or renewed until after thirty (30) days advance written notice received by the Superintendent.

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**REQUEST FOR PROPOSAL
SIGNATURE PAGE**

Proposals will be received until 2:00 P.M. on July 29, 2022 for supplying The Lawson Academy with vended meal services during the school year of 2022-2023, with options for renewal of the contract not to exceed two additional years, 2023-2024, 2024-2025. Services will begin on Monday, August 22, 2022 for the 2022-2023 academic year.

Proposals received in the office of The Lawson Academy and shall be marked on the envelope "*Proposal for Vended Meals.*"

In accepting proposals, The Academy reserves the right to reject any and all proposals in order to take the action which it deems to be in the best interest of the charter school.

Additional information required to adequately respond to this Request for Proposal may be obtained from the charter school business office 713-741-3600.

Contracts entered into on a 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

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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 Directors regarding experience, financial standing, and assurance that they have, or will promptly provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity or the inclusion of any false or misleading statements therein shall be sufficient cause for the rejection of the proposal. The qualification data shall be submitted by each vendor along with the sealed proposal and shall include the information and format as follows:
- A. Vendor must be incorporated or licensed to do business in the State of Texas.
 - B. The interested party should be familiar with the State and Federal regulations pertaining to operations in a public school setting.
 - C. The vendor must comply with all state, county, and city health and sanitation requirements.
 - D. The vendor must comply with USDA regulations requiring a HACCP Food Safety Plan.
 - E. Regarding USDA Donated Foods (Commodities), all contracts must contain provisions that:
 - 1. Reaffirm the Academy's option to receive USDA donated foods and make them available to the Vended Meals Company including processed donated foods only if those donated foods accrue to the benefit of the charter school nonprofit school food service and are utilized within;
 - 2. Prohibit Vended Meal Company from entering into subcontracts for further processing of USDA donated foods on behalf of the charter 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 chart 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 the credits or reductions will be indicated on the invoices to the charter school;
 - 6. Specify 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;
 - 7. Require the Vended Meals Company 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; and
 - 9. Require the Vendor Meals Company participate in training sessions conducted at Regional Service Centers annually for changes in program, professional development, and upkeep of compliance issues mandated by the National Nutrition Program and the Texas Department of Agriculture.
 - F. Representatives from the charter school reserve the right to inspect the vendor's facilities

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at any time during the contract and other food service operations under its management during the procurement process of afterward of the contract.

G. Extent of Food Services Required: A reimbursable lunch and/or a reimbursable breakfast and/or a reimbursable CACFP snack **delivered** in accordance with U. S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Since The Lawson Academy 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 not** be included in menus to the greatest extent possible.

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

Traditional Food Based Menu Planning or a convincing argument for another option stated within this RFP through the Vendor's recommendation

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

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. The Lawson Academy is currently a CEP school based on the high percentage of students with free lunch status.
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 at the desired breakfast and lunch times.

The reimbursable meals will be:

- i. Prepared in bulk to be plated and served as each student moves down the serving line; OR
 - ii. Prepared and prepackaged individually for each student with eating utensils, napkins, and condiments included.
4. The Vended Meals Company will be responsible for serving meals to students.

H. Equipment and Facilities Maintenance and Sanitation: Functions may be the responsibility of either the 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 highest 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

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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.

3. The Vended Meals Company will be responsible for the maintenance and expense of insect and pest control in all food service serving areas.
 4. The Vended Meals Company 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.
- I. Utilities – The charter school will provide water, gas, and electric service in charter school facilities for the food service program.
- J. 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.
- K. Buy American - The Lawson Academy participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 day (s) in advance of delivery. The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications: (a) Price of the domestic food alternative substitute(s); and (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 2. Reason for exception: limited/lack of availability or price (include price): (a) Price of the domestic food product; and (b) Price of the non-domestic product that meets the required specification of the domestic product.”
- L. Contract
1. Vendor may make recommendations to the 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 the 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.

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2. The contract will be a one-year contract with two one-year renewal options. A 60-day cancellation clause on the part of the Charter school will be included. The vendor can cancel with notice of 30-days at the end of the school year.
3. The contract will be kept on file in accordance with the State of Texas record retention requirements for review by the Texas Department of Agriculture and other appropriate state and federal agencies.
4. 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.
5. No payment shall be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications developed by the 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 the 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 the charter school intends to deduct payment and setting forth the reasons for the deduction. The Charter 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 charter 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 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 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.
7. In the event of a breach of the agreement, if any, entered into pursuant to this proposal by either the 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.
8. 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 The Lawson Academy has no obligation to contract unless in its sole opinion, it is in its own best interest to do so.

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SPECIFICATIONS

- I. Scope: Vendor shall provide meal services in accordance with this Request for Proposal of The Lawson Academy 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 The Lawson Academy to determine which vendor is best able to meet the criteria of the 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
 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. A complete list of Texas public schools and locations where the vendor is currently operating school lunch, breakfast, and snack programs. Give name and address, length of service, a contact name and telephone number of a contact person for each school district and/or charter school.
 6. List Texas school districts and/or charter schools and private schools where vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons why.
 7. General Comprehensive Liability Insurance and Product Liability Insurance must be provided in accordance with specifications of the charter school.
 8. Documentation of size and structure of the company with the qualifications of key vendor supervisory and support personnel.
 9. All statements submitted by the vendor are required to be complete and accurate.
 10. Other such information as the interested vendor deems pertinent for consideration by the charter school shall be provided.

B. Vendor's Fees

The charge to the charter 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 will include all vendor costs incorporated into that fee. If fees are to increase during the three-year procurement period, then all fees for all years of the procurement period must be stated in the vendor's proposal to and contract with the charter school. If fees are to be benchmarked against an index, such as the Consumer Price Index (CPI), the index and specific sub-index to be used must be stated in the vendor proposal and the contract. A copy of a 20-day lunch menu and 10-day breakfast menu is encouraged, and should be used as a basis for projecting meal costs. The Academy encourages vendors to provide as healthy a meal as possible within the funding constraints of the budget. The Lawson Academy recommends menus be developed with pricing based on the Department of Agriculture 2022-2023 pricing schedule, but not more than \$3.66 for Free Lunch and not more than \$1.93 for Free Breakfast.

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C. Evaluation of Proposals

1. The charter school reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the charter school. The charter school will evaluate all proposals according to a set of criteria that is scored and then weighted as to importance in the overall evaluation process. The scoring process will involve two steps as described below:

Step 1: Each evaluation factor will be assigned a point value within the ranges specified. These point values are assigned to each criterion as a means of quantifying the relative strengths and weaknesses of the various proposals.

Step 2: Each scored criterion will be weighted according to the percentage value assigned to each criterion by the charter school. These weights are assigned as a means of quantifying the relative importance of each criterion in the overall evaluation process.

2. The charter school reserves the right to approve the selection of any of the vendor's employees assigned to work in the charter school. All employees working within the school environment will be subject to background checks.
3. The charter school shall retain responsibility for determining student meal prices.

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SAMPLE 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 completed proposal.

II. Technical Criteria

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

A. Technical experience of the Vendor:

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

B. Characteristics of the Vendor:

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

Total technical criteria points _____

Weight assigned x .50

Technical criteria score = _____

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III. Non-technical Criteria:

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

A. Clear understanding of the work to be performed:

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

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

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

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

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

C. Total score

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

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EXHIBIT A

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 7CFR Part 3017, Section 3017.510, 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

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**EXHIBIT A, continued
Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which their transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive 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 participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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EXHIBIT B

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 _____

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EXHIBIT C

PROCUREMENT

Certification Regarding Lobbying

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

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EXHIBIT C, continued

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

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EXHIBIT C, continued

PROCUREMENT

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

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

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

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

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

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**LIST OF RELEVANT INFORMATION
FOR APPLICANT TO CONSIDER WHILE
DEVELOPING THIS PROPOSAL**

- Item 1: The total anticipated enrollment in the first contract year will be no more than 200 students (2022 student enrollment was 160).
- Item 2: There is a kitchen area to refrigerate, serve and warm food.
- Item 3: Meal Times: It is anticipated a time range between 7:00 A.M. to 7:30 A.M. will be the time for serving breakfast, 12:00 – 1:00 for lunch and 3:00 – 3:30 for CACFP snack. These times may vary with agreement on schedules between centers to accommodate the selected Vendor and center time schedules.
- Item 4: Delivery is expected as part of this RFP for all interested vendors.
- Item 5: Vendor is required to provide meal server(s) for both campuses.
- Item 6: Each center will have a designee to oversee the flow, meal counts, quality and operations of the lunch program from the site. The site does not provide the set up or the serving of the meals.
- Item 7: Meal Prices: pricing based on the Department of Agriculture 2022-2023 pricing schedule, but not more than \$3.66 for Free Lunch and not more than \$1.93 for Free Breakfast. Vendor should provide a tier system of menu to price as desired for a 20-day lunch and 10-day breakfast menu.
- Item 8: A School Calendar is provided for your review of each site and school begins on August 22, 2022 for first day of meal service.