



**RÊVE PREPARATORY**  
CHARTER SCHOOL

2024-2025

REQUEST FOR PROPOSAL VENDED MEALS

DUE DATE: May 17, 2024



## LEGAL NOTICE

Notice is hereby given that Rêve Preparatory Charter School participates in the School Breakfast Program (SBP) and the National School Lunch Program (NSLP) for approximately 325 students in grades PreK4-8th and intends to examine methods to provide meals to students.

All interested parties may attend a pre-proposal conference and possible facility tour to be determined at a later date.

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

All costs involved in submitting alternatives to the Rve Preparatory Charter School current food service program shall be borne in full by the interested party and should be included in a total price for each meal.

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

Jaime Rangel, Manager of Operations, [jrangel@reveprep.org](mailto:jrangel@reveprep.org)

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

Rve Preparatory Charter School reserves the right to accept any proposal which it deems most favorable to the interest of the School and to reject any or all proposals or any portion of any proposal submitted which is not in the best interest of the School.



## INSTRUCTIONS TO VENDORS

**PROPOSALS DUE: , May 17, 2024**

**Interested vendors must submit two (2) copies of their response to this Request for Proposal via mail and must be received no later than **May 17, 2024**. Late proposals will not be considered under any circumstances.**

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 form provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Sealed proposals are to arrive no later than May 17, 2024 and shall be addressed to:

**Via Mail and Email:**

Rêve Preparatory, Inc.  
Attn: Jaime Rangel  
12707 Cullen Blvd  
Houston, TX 77047  
jrangel@reveprep.org

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

5. Additional information required to adequately respond to this Request for Proposal may be obtained by contacting the above-named person.
6. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
7. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
8. Periods of time, stated as the number of days, are calendar days.
9. It is the responsibility of all Vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
10. Awards shall be made with reasonable promptness to the Vendor whose proposal, in accordance with the Weighted Criteria Evaluation Worksheet, best conforms to the invitation and shall be the most advantageous to Rêve Preparatory, Inc. Award may be made to other than the low-price proposal.



11. The Rêve Preparatory, Inc Board of Directors, notwithstanding any other provision of the Request for Proposal (including all attached documents), expressly reserves the right to:
  - a. Waive any insignificant defect or informality in any proposal procedure.
  - b. Reject any or all proposals.
  - c. Reissue a Request for Proposal.
12. A proposal, in response to a Request for Proposal, is an offer to contract with Rêve Preparatory Charter School based upon the terms, conditions, and specifications of this proposal.
13. Each Vendor shall guarantee to the School that the proposal submitted, and the price offered by the Vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
14. IN CONSIDERATION FOR RÊVE PREPARATORY, INC., BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST RÊVE PREPARATORY, INC., AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.



## SIGNATURE PAGE

**Proposals shall be received until 4pm CST on May 17, 2024** for supplying Rêve Preparatory Charter School with vended meal services during the school year of 2024-2025, with the option to renew up to four (4) one-year contracts.

**Sealed proposals**, subject to all the conditions and specifications attached hereto, shall be received in the office of Rêve Preparatory Charter School, and shall be marked on the envelope **“Proposal for Vended Meals”**.

In accepting proposals, Rêve Preparatory Charter School reserves the right to reject all proposals in order to take the action which 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 School business office:

**Contact Name:** Jaime Rangel  
**Title:** Manager of Operations  
Rêve Preparatory Charter School  
12707 Cullen Blvd  
Houston, TX 77047

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

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

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

**Note: A failure to sign will disqualify bid.**

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

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

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

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

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

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

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



## GENERAL CONDITIONS

Vendor shall agree to provide meal services in accordance with this Request for Proposal of Rêve Preparatory Charter School including all present schools, plus any schools or campuses to be added during the course of the contract.

### Purpose

The purpose of the **Request for Proposal** is to obtain complete data, from each interested Vendor, to be considered in the award of the vended meals contract for the food service program to enable Rêve Preparatory Charter 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 under the National School Lunch Program and School Breakfast Program. All statements submitted by the Vendor are required to be complete and accurate. Included shall be the following:

- Name and address of the vending company.
- Documentation of license to do business in the State of Texas.
- Documentation of incorporation.
- Certificate of Liability Insurance must be provided in accordance with specifications of the School. (Note: The School will determine whether the types and amounts of insurance coverage are acceptable.)
- A sample copy of the contract form to be used is enclosed.
- Documentation of size and structure of the company with the qualifications of key Vendor supervisory and support personnel.
- Other such information as the interested Vendor deems pertinent for consideration by the School shall be provided.

### Scope of Work

Rêve Preparatory Charter School is seeking an organization that is familiar with the following programs:

- School Breakfast Program (SBP)
- The National School Lunch Program (NSLP)
- CFCS Snack Program
- Seamless Summer Option (SSO)

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

The Vendor shall purchase, to the maximum extent practicable, domestic products for use in preparation of the meals served under the resulting contract.

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

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



The reimbursable meals shall be:

- Prepared in bulk to be plated and served as each student moves down the serving line;
- Prepared and prepackaged individually for each student;
- Accompanied by utensils and napkins.
- Delivered to school at proper and acceptable temperature

The District shall be responsible for serving meals to students.

### **Qualifications for Vendor**

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

1. 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.
2. The Vendor interested in submitting a proposal and providing services to the School under contract should be familiar with the State of Texas and federal laws and regulations pertaining to operations in a public school setting and vended meal services under the Federal National School Lunch Program. Vendor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders.
3. The Vendor must comply with all state, county, and city health and sanitation requirements.
4. The Vendor should be presently operating a comparable and successful school breakfast and lunch program in a public-school setting following the National School Lunch Program.
5. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Weighted Criteria Evaluation Worksheet.
6. Representatives from the School reserve the right to inspect the Vendor's facilities at any time during the contract and other food service operations under its management during the procurement process or after award of the contract.



## PROPOSAL SPECIFICATIONS & SUBMISSIONS

### Cost

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

The Vendor shall submit:

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

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

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

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

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

### Innovative Approach with Healthy Options

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

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





Healthy Foods as defined for the purposes of this RFP:

- Provide fresh, nutritious, tasty, and visually appealing meals.
- Provide fresh fruit and/or vegetables with every meal.
- Provide consistent quality control.
- Provide consistent delivery service.
- Provide nutrition advocacy.
- Be NSLP compliant meals (all meals must be eligible for state and federal reimbursement).
- Include NSLP menu recordkeeping and planning necessary to receive reimbursements.
- Be familiar with State and Federal regulations pertaining to operations in a school setting.
- Comply with all state, county and city health and sanitation requirements. Rêve Preparatory Charter School reserves the right to inspect Vendor's facilities at any time during the contract period.
- Have valid certifications and insurance documents.

Food qualifications:

- Provide fresh vegetables with every lunch meal.
- Provide fresh fruit or juice with every breakfast and lunch meal.
- Provide milk at least 5 times per week for breakfast.
- Provide 2 cold and 3 hot breakfast meals available in unitized bundled packages.
- Provide daily lunch entrées in individual pre-packaged portions or bulk style portions available.
- Provide a variety of vegetarian and special allergic needs options.
- Must offer whole grains.
- No partially or fully hydrogenated oils.
- No artificial trans fats.
- No deep-fried foods.
- No overly processed foods.
- No high fructose corn syrup.
- No artificial colors, flavors or sweeteners.
- No MSG.
- Foods with little or no added sugar.
- No sodium nitrates and nitrites in meat.
- No animal by-products.
- No mechanically separated meats (aka "pink slime").
- No rBST hormones in milk.
- No BHA & BHT.
- Provide nutritional information for all foods in a manner that allows the district to upload it into meals point of sale software. This information will then be shared with internal and external stakeholders (i.e. families).



The Vendor shall submit:

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

## **Service Capability**

### *Vendor Responsibilities*

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

- Provide up to two (2) retherm ovens, up to two (2) warmers, and one (1) steam table.
- Provide up to three (3) coolers for food and (1) for milk if vendor is not local to Houston area.
- Provide utensils and napkins in sufficient quantity for the number of meals ordered.
- Provide an online ordering system and electronic invoice.
- Deliver meals to location(s) at times specified by the School.
- Ensure meals are properly cared for (temp, freshness, condition) until they are delivered to the school.
- Provide the School with a monthly menu covering meals for the following month no later than fifteen (15) days prior to the end of each month.
- Provide the School with sack lunches for field trips when requested. All meals for field trips must meet the appropriate meal pattern requirements.
- Maintain all necessary records on the nutritional components and quantities of the meals served at the School and making said records available for inspection by State and Federal authorities upon request.
- Provide responsible and responsive account management.



### **School Responsibilities**

The School will be responsible for the following:

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

The Vendor shall submit:

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

### **Experience and References**

The Vendor shall submit:

- The duration and extent of experience in the operation of school lunch, breakfast and supper services, or other federal programs.
- A complete list of Texas public schools and locations where the Vendor is currently operating school lunch and breakfast programs. Provide 3 public schools as references including, name and address, length of service, and Contact Name and telephone number of a contact person for each School.
- List Texas school districts/charter schools where the Vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons why.



## **Nutrition Education and Awareness**

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

The Vendor shall submit:

- A description of, or materials that, exemplify how the Vendor will be able to support the School in the following areas:
  - a. Promoting healthy eating through classroom lessons and a supportive school environment.
  - b. Curriculum for nutrition education.
  - c. Provide nutrition education through developmentally appropriate, culturally relevant, fun, participatory activities that involve social learning strategies.
  - d. Coordinate school food service with nutrition education to reinforce messages on healthy eating.
  - e. Provide staff involved in nutrition education with adequate preservice and ongoing in-service training
  - f. Involve family members and the community in supporting and reinforcing nutrition education.



## EVALUATION OF PROPOSALS

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

### Mandatory Criteria

1. Completion of steps 1-14 of the "Instructions to Vendors" section.
2. Completion of the "Signatures Page".
3. Completion of items 1-7 of the "General Conditions" Page, include actual copies of:
  - a. Business License
  - b. Health Permit
  - c. Certificate of Liability Insurance
4. Meet criteria 1-6 in the "Qualifications for Vendor" section
5. Submission of items 1-10 of the "Proposal Specifications & Submissions" section.

### Grading Criteria

Criteria	Maximum Score	Vendor Score
1. Cost	30	
2. Innovative Approach to Healthy Options	25	
3. Service Capability	20	
4. Experience and References	10	
5. Nutrition Education and Awareness	10	
6. Completeness and Quality of Requested Information	5	
<b>TOTAL</b>	<b>100</b>	



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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
_____	_____
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 determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "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 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 tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**EXHIBIT B  
ANTI-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_, of lawful age, being first sworn on oath 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 \_\_\_\_\_.





## EXHIBIT C

### Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Rêve Preparatory Charter School** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Rêve Preparatory Charter School** 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 subrecipients shall certify and disclose accordingly.

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Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

---

Date



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

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

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



12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or shall be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature. Provide a specific and detailed description of the services that the lobbyist has performed, or shall be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
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.



## **ATTACHMENTS**

- ATTACHMENT 1: Delivery site, Enrollment, and Campus Serving time
- ATTACHMENT 2: Food Service Contact Information
- ATTACHMENT 3: Timeline
- ATTACHMENT 4: Buy American Provision
- ATTACHMENT 5: Contract





**Food Service Information  
(Contacts and telephone numbers)**

Main Phone Line

Operations Manager

Jaime Rangel

713.703.0219

### **Attachment 3**

#### **Timeline**

April 15, 2024	Release
April 30 <sup>th</sup> , 2024 <sup>th</sup> ,	Pre-Proposal Conference and Facility Overview (11:00AM CST)
May 7, 2024	Final addenda issued (If necessary)/Q & A Response
May 17 <sup>th</sup> , 2024	Proposal Closing (4:00PM CST)
May 24 <sup>h</sup> , 2024	Completion of Review and Qualifications
May 29, 2024	Vendor Final Round Interviews
June 14 <sup>th</sup> , 2024	Board of Directors approval
June 20, 2024	Sign Contract
July 12 <sup>th</sup> , 2024	Start with implementation of equipment
August 21, 2024	First day of student meals begin



## Attachment 4

### Buy American

All vendor submissions shall specifically list how the company complies with Buy American provisions for the purposes of procuring products for its vended meals. Buy American domestic commodities and products for school meals to the maximum extent practicable. The Buy American Act applies to all U.S. federal government agency purchases of goods (articles, materials, or supplies) valued over the U.S. micro-purchase threshold (currently set at US\$10,000).

When purchased by federal entities for public use, the Act requires that these goods be produced in the U.S. To be considered as being produced in the U.S., goods must be manufactured in the U.S. and at least 50% of the cost of their components must come from the U.S.

There are exceptions to Buy American requirements. Waivers can be granted for the public interest, or if the cost of U.S. products is unreasonable compared to equivalent foreign products. Waivers may also be granted if products are not produced in the U.S. in sufficient and reasonably available commercial quantities of satisfactory quality. Buy American requirements do not apply to Canada for U.S. federal purchases covered by the revised World Trade Organization Agreement on Government Procurement (WTO GPA), to which Canada, the U.S. and 46 other countries are Parties (see below).

All finished end products must meet the requirements for the Buy American provisions. The vendor will verify that all products received as USDA Foods finished end products have a label that indicates the product meets the Buy American provisions.

Rêve Prep requires all vendors to provide documentation to confirm that products adhere to Buy American provisions including but not limited to statements on contracts and invoices. Any product offerings will be declined and/or the vendor will be designated as non-responsive if the appropriate phrasing is not included in the offer, which will result in the termination of the agreement.





**Attachment 5**



**RÊVE PREPARATORY**  
CHARTER SCHOOL

**CONTRACT FOR VENDED MEALS**  
**2024-2025**



# Contract

## AGREEMENT TO PROVIDE VENDED MEALS

Between \_\_\_\_\_ and Rêve Preparatory, Inc.

This agreement made this <<Date>> between the vended meals vendor, \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_ and the receiving sponsor, Rêve Preparatory, Inc., hereinafter referred to as Rêve Preparatory Charter School, is created for the purpose of providing:

- Lunch and Breakfast under the Seamless Summer Option SSO
- Breakfast under the School Breakfast Program
- Lunch under the National School Lunch Program

It is hereby agreed that:

### A. Statement of Work

\_\_\_\_\_ will provide meals to Rêve Preparatory Charter School that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch will be according to RFP. Rêve Preparatory Charter School will be responsible for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Rêve Preparatory Charter School.

Both \_\_\_\_\_ and Rêve Preparatory Charter School will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by \_\_\_\_\_ and Rêve Preparatory Charter School with bearing to the agreement will be open to inspection by proper Federal, State, and local authorities in accordance with applicable statutes and regulations.



### **A.1. Meal Ordering and Meal Components**

The number of meals prepared by \_\_\_\_\_ will be determined by the quantity ordered by Rêve Preparatory Charter School. Rêve Preparatory Charter School will notify

\_\_\_\_\_ of the quantity needed for each week no later than 5:00 p.m. of each Wednesday for the following week of service. Rêve Preparatory Charter School will place orders using \_\_\_\_\_ online ordering system. \_\_\_\_\_ will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.

- a. Field Trips: \_\_\_\_\_ will provide Rêve Preparatory Charter School with sack lunches for field trips when requested at the standard order time of no later than 5:00 p.m. of each Wednesday for the following week of service.
- b. Offer vs. Serve: \_\_\_\_\_ will provide lunch meals following the Offer platform of Offer vs. Serve (OVS), a system designed to reduce waste and give students greater flexibility and choice. Rêve Preparatory Charter School shall track the number of fruits and vegetables consumed by tracking waste each day.
- c. Special Scheduling: Special scheduling of meal serving times will require two weeks advance notice.

### **A.2. Delivery and Service of Meals**

\_\_\_\_\_ will transport meals from the preparation site to the school site. The delivery time to Rêve Preparatory Charter School will be according to RFP.

The delivery site location will be: **12707 Cullen Blvd Houston, Texas 77047,**

\_\_\_\_\_ will provide all of the equipment necessary to transport the meals to Rêve Preparatory Charter School.

Rêve Preparatory Charter School will provide all access necessary to store the delivery, serve, and supervise the consumption of meals. Rêve Preparatory Charter School shall make available for next day pickup any and all property owned by \_\_\_\_\_.

### **A.3. Equipment and Care of Meals**

\_\_\_\_\_ will be responsible for the condition and care of meals until Rêve Preparatory Charter School accepts delivery and Rêve Preparatory Charter School will be responsible for maintaining the proper temperature of the meal components until they are consumed. \_\_\_\_\_ will provide equipment according to RFP, to hold meals at food safe temperatures. Rêve Preparatory Charter School shall be responsible for installing appropriate electrical outlets. Rêve Preparatory Charter School shall clean and return all equipment in the event service ends.

### **A.4. Monthly Menu Planning**

\_\_\_\_\_ will provide the monthly menu covering the meals to be served for the following month according to RFP.

\_\_\_\_\_ will provide nutritional data no later than one (1) week in advance of service upon written request. This will include:

- o Monthly Menu Portion Detail to demonstrate compliance with Meal Patterns.
- o Carbohydrate Report to assist parents and staff in ordering for students with diabetes.
- o Allergen Report tracking the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA) to assist staff in ordering for special meal accommodations.

Menu changes or substitutions may be required due to unforeseen circumstances; in the event a substitution is required, \_\_\_\_\_ will communicate the need via email.



#### **A.5. Records and Audit**

Rêve Preparatory Charter School will conduct the free and reduced-price application process, including the distribution, review, approval, and verification of applications for the sites belonging to Rêve Preparatory Charter School. All applications and eligibility requirements will be handled at the site by Rêve Preparatory Charter School. Rêve Preparatory Charter School is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.

\_\_\_\_\_ will maintain all necessary records on the nutritional components and quantities of the meals delivered to Rêve Preparatory Charter School and make said records available for inspection by Rêve Preparatory Charter School, State and Federal authorities upon written request.

\_\_\_\_\_ will retain records for a period of three years from the date of final payment hereunder; except that if any audit finding has not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

\_\_\_\_\_ will provide to Rêve Preparatory Charter School document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including School Meal Initiative and Coordinated Review Effort circumstances.

Rêve Preparatory Charter School shall be responsible for notifying \_\_\_\_\_ within three (3) business days of receiving notice of an audit.

Rêve Preparatory Charter School shall be responsible for forwarding the written notification from the governing entity so that \_\_\_\_\_ is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels and product formulation statements.

#### **A. 6. Licenses and Permits**

\_\_\_\_\_ will prepare meals at a site that maintains the appropriate state and local health certifications for the facility and will maintain certification at all times. Rêve Preparatory Charter School shall have state or local health certifications as needed for each of their school sites and shall maintain certification for the duration of the agreement.



**B. Agreement Period**

As allowed by Federal procurement guidelines, contracts may be renewed by mutual agreement for up to four additional one-year periods (a.k.a. Option Years) following the Base Year, with price negotiable. At time of renewal, both \_\_\_\_\_ and Rêve Preparatory Charter School shall execute an agreement addendum/amendment stating the extended agreement period.

Base Year: Period beginning July 1, 2024 and ending June 30, 2025.

**C. Meal Price**

\_\_\_\_\_ pricing will be according to proposal:

For Each Breakfast meal is - \$

For Each Lunch meal is - \$

**D. Calendar Management**

It is the responsibility of \_\_\_\_\_ to use the calendar provided in the RFP.

Rêve Preparatory Charter School shall notify \_\_\_\_\_ at least one week in advance of minimum days, testing days, etc. in which mealtimes or normal operations may be affected.

**E. Payment Terms**

\_\_\_\_\_ will submit to Rêve Preparatory Charter School itemized invoices for breakfasts and lunches at the end of each month no later than the 4<sup>th</sup> day of each month.

The invoices will be for the full cost of the breakfast and lunch, plus any additional items ordered, including, but not limited to, milk, juice, snack items, additional utensils, supplies, etc., and any other applicable fees.

Rêve Preparatory Charter School shall submit payment to \_\_\_\_\_ in such form as required by \_\_\_\_\_ within thirty (30) days of receipt of \_\_\_\_\_ electronic invoice.

For avoidance of doubt, failure to pay an invoice is considered a material breach of this agreement.

No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet the specifications, or do not otherwise meet the requirement of the agreement.



However, no deduction will be made unless Rêve Preparatory Charter School provides to \_\_\_\_\_ in writing of the meal service for which the deduction is to be made, specifying the number of meals for which Rêve Preparatory Charter School intends to deduct payment and setting forth the reasons for the deduction.

In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the School for any excess costs the school incurs by obtaining meals from another source.

\_\_\_\_\_ will credit monthly for the value of all donated foods received for use in the school year (including both entitlement and bonus food) and including the market value of donated foods contained in processed end products. Credit issued by the Vendor to the School for USDA donated commodity foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled, according to RFP.

#### **F. Confidentiality and Rights in Data**

During the term of this agreement, \_\_\_\_\_ may grant to Rêve Preparatory Charter School a nonexclusive right to access certain proprietary materials of \_\_\_\_\_, including signage, food service surveys and studies, allergen and carbohydrate reports, management guidelines and procedures, operating manuals, software (both owned by and licensed by \_\_\_\_\_), and similar compilations regularly used in \_\_\_\_\_ business operations (trade secrets). Rêve Preparatory Charter School shall not disclose any of \_\_\_\_\_ trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Rêve Preparatory Charter School shall not photocopy or otherwise duplicate any such material without the prior written consent of \_\_\_\_\_.

All trade secrets and other confidential information shall remain the exclusive property of \_\_\_\_\_ and shall be returned to \_\_\_\_\_ immediately upon termination of the agreement. Rêve Preparatory Charter School shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by Rêve Preparatory Charter School, Rêve Preparatory Charter School specifically agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to \_\_\_\_\_ and not Rêve Preparatory Charter School.

Furthermore, Rêve Preparatory Charter School's access or use of such software shall not create any right, title interest, or copyright in such software and Rêve Preparatory Charter School shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, \_\_\_\_\_ shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.



Unless otherwise required by law, subpoena or court order, Rêve Preparatory Charter School shall not disclose any of \_\_\_\_\_ trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, Rêve Preparatory Charter School shall not photocopy or otherwise duplicate any such material without the prior written consent of \_\_\_\_\_.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure.

Any discovery, invention, software, or programs paid for by Rêve Preparatory Charter School shall be the property of Rêve Preparatory Charter School.

This provision shall survive termination of this agreement.

#### **G. Indemnity**

\_\_\_\_\_ agrees to defend, indemnify and hold harmless Rêve Preparatory Charter School and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of \_\_\_\_\_ in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

Rêve Preparatory Charter School agrees to defend, indemnify and hold harmless \_\_\_\_\_ and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Rêve Preparatory Charter School in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.





## **H. Limitation of Liability**

Excluding Rêve Preparatory Charter School's obligations in Section G above, in the event a party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this section, such party's liability to the other party shall not exceed the payments actually paid to \_\_\_\_\_ . In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

Insurance Rêve Preparatory Charter School will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate and will provide \_\_\_\_\_ with proof evidencing insurance in the amount, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Rêve Preparatory Charter School will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any liability resulting from incidents of improper product preparation, contamination or transport and will provide Rêve Preparatory Charter School with a certificate evidencing insurance in the amount, naming Rêve Preparatory Charter School as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Rêve Preparatory Charter School.

## **I. HACCP:**

Vendor will provide the School, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product.

## **J. Termination**

1. Either party may terminate this agreement for cause:
  - a. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
  - b. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
2. Rêve Preparatory Charter School may terminate this agreement at any time by giving ninety (90) days written notification to \_\_\_\_\_ setting forth the reason for and the effective date of termination. Upon such termination, Rêve Preparatory Charter School and \_\_\_\_\_ shall make settlement of all amounts due hereunder as follows.
3. The following shall occur upon termination, whether by cause or convenience:
  - a. \_\_\_\_\_ shall be paid according to the invoice issued to Rêve Preparatory Charter School for all meals and services provided through the effective termination date of service.
  - b. Rêve Preparatory Charter School shall pay \_\_\_\_\_ all outstanding balances, not in dispute, within (30) days of the effective date of termination.
  - c. For payments in dispute, Rêve Preparatory Charter School and \_\_\_\_\_ shall determine on a case-by-case basis the most equitable solution to both parties.
  - d. The total sum to be paid to \_\_\_\_\_ shall not exceed the total agreement price plus settlement costs, reduced by the amount of payments otherwise made, and the agreement price of work not terminated.
  - e. Rêve Preparatory Charter School will return all equipment owned by \_\_\_\_\_ immediately upon stoppage of service.

## **K. Force Majeure**

Neither \_\_\_\_\_ nor Rêve Preparatory Charter School shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure”.

As used in this agreement, “force majeure” means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality.



If any of the above causes an inability for to deliver meals, Rêve Preparatory Charter School will not be responsible for the cost of un-delivered meals. However, \_\_\_\_\_ may suggest an alternative meal solution e.g. delivery from a local sandwich shop, in which case, Rêve Preparatory Charter School shall be fully responsible for payment of the alternate meal solution. Rêve Preparatory Charter School shall also be fully responsible for meals delivered but damaged by any of the above causes.

#### **L. Severability**

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

#### **M. Survival of Certain Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.

#### **N. Modification and Amendment**

This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

#### **O. Cooperation of the Parties**

\_\_\_\_\_ and Rêve Preparatory Charter School agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.



**P. Assignment**

In the event all or substantially all of \_\_\_\_\_ assets are acquired by another company, \_\_\_\_\_ shall notify Rêve Preparatory Charter School in writing. Within 30 days, Rêve Preparatory Charter School has the right to continue service under the guidance of the acquirer, or terminate the agreement, effective immediately.

**Q. Duration and Termination**

This Agreement shall become effective after both parties sign it. The Vendor shall provide meals during the period starting on July 1, 2024 the Effective Date and ending on June 30, 2025.

**R. Conflict of Interest:**

\_\_\_\_\_ signature on this Agreement indicates there is no conflict of interest associated with the award of this Agreement. No one employed by the School is related to or has any other personal or professional relationship with the Vendor and/or his/her family.

**S. Buy American:**

\_\_\_\_\_ shall Buy American domestic commodities and products for school meals to the maximum extent practicable. The Buy American Act applies to all U.S. federal government agency purchases of goods (articles, materials, or supplies) valued over the U.S. micro-purchase threshold (currently set at US\$10,000). When purchased by federal entities for public use, the Act requires that these goods be produced in the U.S.

To be considered as being produced in the U.S., goods must be manufactured in the U.S. and at least 50% of the cost of their components must come from the U.S.

There are exceptions to Buy American requirements. Waivers can be granted for the public interest, or if the cost of U.S. products is unreasonable compared to equivalent foreign products. Waivers may also be granted if products are not produced in the U.S. in sufficient and reasonably available commercial quantities of satisfactory quality.

Buy American requirements do not apply to Canada for U.S. federal purchases covered by the revised World Trade Organization Agreement on Government Procurement (WTO GPA), to which Canada, the U.S. and 46 other countries are Parties (see below).

All finished end products must meet the requirements for the Buy American provisions. The vendor will verify that all products received as USDA Foods finished end products have a label that indicates the product meets the Buy American provisions.

Rêve Prep requires all vendors to provide documentation to confirm that products adhere to Buy American provisions including but not limited to statements on contracts and invoices. Any product offerings will be declined and/or the vendor will be designated as non-responsive if the appropriate phrasing is not included in the offer, which will result in the termination of the agreement.



**Non-U.S. Food Products:** If the food items delivered are not U.S. products or the finished end products do not meet the Buy American standards, and no waiver was provided and/or documentation has not been provided showing the product cannot be reasonably obtained within the U.S., the CE will not accept delivery in efforts to maintain compliance.

If the vendor is found to be in noncompliance with the Buy American provision after acknowledging compliance within the signed agreement, \_\_\_\_\_ agrees to reimburse the CE for all losses related to non-compliance without limit and thereby immediately void the terms of the agreement.

**T. Clean Air Act:**

\_\_\_\_\_ shall follow all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act which the United States Congress passed rules to curb pollution. Contractor shall report all violations to the grantor agency and to the USEPA Administrator for Enforcement (EN-329).

**U. Certification Regarding Lobbying:**

\_\_\_\_\_ must submit and sign a certification regarding lobbying. \_\_\_\_\_ states that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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, or an employee of a Member of Congress in connection with any of the following covered Federal actions.

**V. Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

\_\_\_\_\_ shall sign and submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion from participating in Federal contracts/grants/awards.

**W. Non-Discrimination:**

\_\_\_\_\_ shall not discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, marital or family status, national origin, veteran's status, sexual preference, or religion. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

**X. Energy Policy and Conservation Act:**

\_\_\_\_\_ shall meet the 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. (Pub. L. 94–163, 89 Stat. 871.3016.36)(i)(13)

**Y. Choice of Law**

This agreement shall be construed under the laws of the State of Texas.

The parties hereto are fully authorized and have executed this agreement:

For the School:

For the Vendor:

\_\_\_\_\_  
Name and Title of Representative

\_\_\_\_\_  
Name and Title of Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address, Street/PO Box

\_\_\_\_\_  
Mailing Address, Street/PO Box

\_\_\_\_\_  
Mailing Address, City, State, Zip Code

\_\_\_\_\_  
Mailing Address, City, State, Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Addendum I: Anti-Lobbying Certification

Byrd, Anti-Lobbying [31 U.S.C. 1352] Applies to contracts exceeding \$100,000 using Federal funds; requires contractors to complete specific forms related to lobbying (influencing or attempting to influence) in connection with obtaining a contract.

### CERTIFICATION REGARDING LOBBYING

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, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

CERTIFIED BY:(type or print) \_\_\_\_\_

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)



## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant: \_\_\_\_\_
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial filing
- b. material change

For material change only:      Year \_\_\_\_\_      Quarter \_\_\_\_\_      Date of last report \_\_\_\_\_

4. Name and Address of Reporting Entity:

Prime: \_\_\_\_\_      Subawardee: \_\_\_\_\_

Tier \_\_\_\_\_, if Known: \_\_\_\_\_      Congressional District, if known: \_\_\_\_\_

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known: \_\_\_\_\_

6. Federal Department/Agency: \_\_\_\_\_

7. Federal Program Name/Description: \_\_\_\_\_

CFDA Number, if applicable: \_\_\_\_\_

8. Federal Action Number, if known: \_\_\_\_\_

9. Award Amount, if known: \_\_\_\_\_





## Disclosure of Lobbying Activities

10. Name and Address of Lobbying Registrant

a. (if individual, last name, first name, MI): \_\_\_\_\_

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

\_\_\_\_\_

11. Information requested through this form is authorized by title 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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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. 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," 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, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
- 13.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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, DC 20503.