



Request for Proposals (RFP)

#01-CNP-0727 for Heritage Academy-Vended Meals

Heritage Academy - Child Nutrition Program is seeking proposals for daily for breakfast and lunch vended meals at Heritage Academy-San Antonio and Heritage Academy-Del Rio campuses starting July 1, 2026.

Issued by:

**Heritage Academy
1301 Waters Ridge Dr.
Lewisville, TX 75057**

Proposal Closing Date:

2:00 PM CST

Wednesday, May 6th, 2026

Heritage Academy, a Texas public charter school system, is accepting proposals from qualified and experienced Vendors to provide daily breakfast and lunch vended meal services at Heritage Academy-San Antonio and Heritage Academy-Del Rio campuses starting on July 1, 2026.

Heritage Academy reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this RFP in writing and at least ten (10) days in advance of the submission deadline. Revisions or amendments, if any, will be made by issuing an errata or addenda that is posted to Heritage Academy's website. Every effort will be made to also send the errata or addenda issued to the parties known to have been furnished a complete copy of this RFP. It is the responsibility of each Respondent, prior to submitting the Proposal, to check Heritage Academy's website to determine if an errata or addenda was issued and, if so, to obtain such errata or addenda.

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PART I – GENERAL INFORMATION AND INSTRUCTIONS

1) Introduction and Purpose

Heritage Academy charter schools are established, tuition-free public schools of choice. Our campuses are highly regarded in the communities we serve and are proud to offer an enhanced educational opportunity to all children. Our comprehensive core curriculum, which underscores the cultivation of virtuous character and civic responsibility, is presented in a manner as to encourage each child’s motivation to explore, discover, and learn. **Heritage Academy** is committed to academic excellence in providing educational opportunities for children at our campuses located in the beautiful cities of San Antonio and Del Rio, Texas. While our school located in suburban San Antonio serves students in grade levels Pre-Kindergarten (4yrs. old) to Eight, our campus in Del Rio offers a prestigious college preparatory program for pupils in grade levels Six to Twelve. We welcome all children and parents to a premier educational opportunity where through a school culture and atmosphere that reflects honor, kindness, and scholarship, we intend to afford every student the self-determination to engage in an abundance of academic and social experiences that expand the universe and the world around them.

Heritage Academy’s mission is to provide Hope to students through a caring and supportive environment where students are challenged to achieve their fullest potential and cultivate values that build character to become responsible and productive members of society.

2) Objectives

Utilizing the Request for Proposals (RFP) is for a fixed-price contract and sets forth the terms and conditions applicable to the proposed procurement. Heritage Academy is requesting Proposals from qualified Respondents for Vended Meals Service including, complete meals, meal components, raw materials, and the information necessary for the **Heritage Academy** to produce food production records for meals service in accordance with the Scope of Work in this RFP according to SNP requirements of the USDA and TDA starting on July 1, 2026.

All interested parties may access this RFP package online at the following address:

[insert link](#)

3) Funding Authority

Heritage Academy will utilize federal funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful Vendor(s) through this RFP, including any purchase orders issued under said contract(s).

4) Rationale for RFP

Upon consideration of the requirements for the procurement under this RFP, Heritage Academy determined that the RFP was the appropriate purchasing method for the following reasons:

- (a) The selection of the successful respondent will not be made primarily on the basis of price.

- (b) The purchasing requirements cannot be described by detailed specifications.
- (c) **Heritage Academy** requires that each respondent provide innovative solutions to address the purchasing requirements set forth in this RFP.

Heritage Academy anticipates negotiating or desires to negotiate the final award under this RFP to ensure that the goods and/or services sought do, in fact, address the purchasing requirements.

5) Proposal Submissions

- a) Proposal Response Requirements. Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that **Heritage Academy** has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information relating to this RFP.
- b) Eligible Respondents. Respondents who can meet the technical specifications for quality and other terms of this RFP, who are not debarred and/or suspended from conducting business with **Heritage Academy** by federal and state funded agencies and have the right to transact business in Texas are invited to respond. A prospective **Vendor** must affirmatively demonstrate responsibility and good standing. Submitting a Proposal represents to **Heritage Academy** that **Vendor** meets the following requirements:
 - i) Possesses or is able to obtain adequate financial resources to perform under this RFP.
 - ii) Can comply with the required scope of this RFP.
 - iii) Has a satisfactory record of integrity and ethics.
 - iv) Is otherwise qualified and eligible to receive an award.
 - v) Is in good standing with the applicable national or state agencies and associations.
- c) Required Format. To be considered, the Proposal must be prepared according to the following specifications and should include the following information and content. Failure to include these items may result in disqualification. For details, see **Part III, paragraph 2, Proposal Requirements.**
 - i) Title Page
 - ii) Section I – Preface
 - iii) Section II – Summary of Experience & Qualifications
 - iv) Section III – Proposal Response to Scope of Work and Performance Requirements (including project management and implementation plan and timeline)
 - v) Cost Summary
 - vi) Reference Sheet
 - vii) Recent and Ongoing Projects
 - viii) Litigation, Terminations, Claims
 - ix) Required Forms
 - x) Additional Documentation (optional)

- d) Submission of Proposals. Proposals shall be received by mail at the **Heritage Academy , 1301 Waters Ridge Dr., Lewisville, Texas 75057**. Proposals shall be received no later than **2:00 PM CST on Wednesday, May 6th, 2026**, along with the requisite signature pages, required attachments, and certification forms. Proposal envelopes received by mail must be clearly marked with this RFP number and title and addressed as indicated in this RFP. Late Proposals will **not** be accepted. Faxed or emailed Proposals will **not** be accepted. Deviations from any terms, conditions and/or specifications, although discouraged, shall be conspicuously noted in writing by the Respondent and shall be included with the Proposal in **Attachment X**.
- e) Use of Brand Names. The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, **Heritage Academy** will consider Proposal to be as specified. Illustrations and complete description must be included with the Proposal if proposing other than specified.
- f) Incurred Costs. All costs incurred in the preparation and submission of the Proposal shall be borne solely by the Respondent. Where Respondents may be required to perform a presentation, give demonstrations, provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Respondent.
- g) Proposed Costs. Respondent shall provide information on all costs that **Heritage Academy** may incur related to providing the requested goods and/or services herein. Respondent will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect **Heritage Academy** to incur any costs, the Proposal shall state "No costs to Heritage Academy." Costs should be submitted utilizing or referencing **Attachment S**.
- h) Discounts. Although **Heritage Academy** may take advantage of any discount offered by Respondent for payment in less than thirty (30) calendar days, **Heritage Academy** shall not consider discounts offered by Respondent during the evaluation of the Proposal submitted. **Heritage Academy** will only evaluate Proposals based on the criteria set forth in **Part IV** of this RFP.
- i) Tax Exemption. **Heritage Academy** is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.
- j) Withdrawal of Submitted Proposal. At any time prior to the closing date and time, a Respondent may withdraw a submitted Proposal by submitting a request to withdraw in writing to Director of Child Nutrition at msummarsell@heritageacademy.net. By submitting a Proposal, each Respondent guarantees that the Proposal submitted, including the price(s) detailed therein, shall remain firm for a period of not less than one hundred twenty (120) days from this RFP closing date. No Proposal may be withdrawn during the 120-day period of offering.
- k) Proposal Constitutes Offer. A Proposal submitted in response to this RFP is an offer to contract with **Heritage Academy**, based upon the terms, conditions, and specifications of this RFP and **Heritage Academy's** standard terms and conditions. A Proposal does not become a contract unless

and until it is accepted by **Heritage Academy** and approved by its Board of Directors (“Board”), as required by law and policy. Submission of a Proposal shall be construed to mean that the Vendor/Contractor agrees to carry out all conditions set forth in this RFP. By submitting a Proposal, Respondent affirms it has read and understands this RFP and terms and conditions set to govern the contract. Any proposed variation from the specifications, terms, and conditions shall be clearly identified in the Proposal (see **Attachment X**). Respondents must describe in detail any proposed variation to the stated specifications, terms, and conditions. Please note that variations are strongly discouraged and may be grounds for rejection at Heritage Academy’s sole discretion. Please refer to earlier instructions and **Part I, paragraph 6, RFP Clarification and Questions** below on submitting any questions as to ambiguity, conflict, discrepancy, omission, or other error(s) that may relate to any requested variation in writing. If no changes are indicated, **Heritage Academy** shall expect to receive the goods and/or services exactly as specified.

- l) RFP and Proposal Constitute Contract. Upon the Board’s acceptance of Respondent’s Proposal and approval of a contract with Respondent, this RFP and Proposal shall constitute the written, binding contract between the parties (the “Contract” or “Agreement”). **Heritage Academy** shall not accept any contract or other written agreement from a Respondent submitted as part of its Proposal. **Heritage Academy** reserves the right to tender its own contract for the goods and/or services solicited through this RFP. If **Heritage Academy** is willing to consider or needs a contract draft tendered from Respondent, **Heritage Academy** will request this from Respondent, but contract terms must be consistent with this RFP and **Heritage Academy’s** standard terms and conditions.

- m) Open Records. As a Texas open enrollment charter school, **Heritage Academy** is subject to the Texas Public Information Act, Tex. Gov’t Code §§ 552.001 *et seq* (“TPIA”). Proposals submitted to **Heritage Academy** in response to this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure under Texas law, Respondent is responsible for submitting arguments to the Attorney General identifying which exception(s) to the TPIA are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality normally are not accepted by the Attorney General. Heritage Academy assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent.

- n) Conflict of Interest. **Heritage Academy** and any prospective or actual Vendor/Contractor are required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officials. Any Vendor that does business or seeks to do business with **Heritage Academy** must timely complete and submit the Texas Ethics Commission’s required Conflict of Interest Questionnaire – Form CIQ referenced in **Attachment H**.

- o) Undue Influence. In order to ensure the integrity of the selection process, Respondent’s officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor, directly or indirectly, through any contact with **Heritage Academy** Board members or officials from the date this RFP is released until the award of a fully executed and approved Contract. By submitting a Proposal, Respondent affirms that the Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any **Heritage**

Academy representative in connection with the Proposal submitted.

Proposal Errors. Respondents will represent that its Proposal is a true and correct statement and contains no cause for claim of omission or error. Request for withdrawal of Proposal is allowed based on proof of mechanical error; however, the Vendor may be removed from consideration or from any approved Vendor list maintained by **Heritage Academy**.

- p) False/Misleading Statements. Proposals which contain false or misleading statements, or which provide references which do not support an accurate attribute or capability of Vendor, may be rejected. If, in the opinion of **Heritage Academy**, such information was intended to mislead **Heritage Academy** in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of this RFP, **Heritage Academy** shall reject the Proposal.
- q) Proposal Signatures. The Proposal must be signed by an authorized representative with proper signatory authority. By submitting a Proposal, Respondent represents and warrants that the individual submitting the Proposal and the documents made part of the Proposal is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the Proposal submission. The signature should indicate the title or position that the individual holds in the entity.
- r) Rights Reserved by Heritage Academy and Restrictions on the RFP Process.
 - i) **Heritage Academy** reserves the right to cancel or withdraw this solicitation in whole or in part by issuance of a revised or amended RFP or a cancellation of this RFP.
 - ii) **Heritage Academy** reserves the right to select any Proposal, or combination thereof, it deems the best value and in the best interest of **Heritage Academy**, regardless of price. See **Part IV** for the evaluation criteria used in this RFP.
 - iii) **Heritage Academy** reserves the right to award one or more contracts, in parts if not in whole, to a single or to multiple Respondents or to create a pool of approved Vendors. See **Part I, paragraph 11, Selection of Vendor(s)**, below. The fact that **Heritage Academy** may make multiple awards should be taken into consideration by each Respondent and “all-or-none” combinations of goods and/or services will not be considered if not solicited.
 - iv) **Heritage Academy** reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of **Heritage Academy**. **Heritage Academy** reserves the right to accept, reject, or negotiate modifications in any terms of a Respondent’s Proposal or any parts thereof.
 - v) **Heritage Academy** reserves the right to waive any formalities or technicalities if deemed in the best interest of **Heritage Academy**. **Heritage Academy** also reserves the right as sole judge of quality and equality.

6) Tentative RFP Timeline

RFP Issue Date:	Wednesday, April 15 th , 2026
Respondent Question Cut-Off Date:	Wednesday, April 22 nd , 2026 at 3:00 PM CST
Proposal Closing Date & Time:	Wednesday, May 6 th , 2026 at 3:00 PM CST
Evaluation Period:	May 7-12, 2026
Contract Award:	May 13, 2026
Initial Proposed Contract Term:	July 1, 2026 – June 30, 2027

7) Addenda or Errata

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addenda or errata. It is the responsibility of Respondent, prior to submitting a Proposal, to determine whether an addenda or errata was issued by checking **Heritage Academy's** website: <https://heritageacademy.net>. All Respondents shall comply with the requirements specified in any addenda or errata issued by **Heritage Academy**.

8) Respondent Responsibility

Heritage Academy expects Respondents to be thoroughly familiar with all specifications and requirements of this RFP. Respondent's failure or omission to examine any relevant form, article, site, or document will not relieve Vendor from any obligation regarding this RFP. By submitting a Proposal, Respondent is presumed to concur with all terms, conditions, and specifications of this RFP unless otherwise specifically stated in **Attachment X – Deviations and Exceptions**.

Respondents who have not obtained this RFP directly from **Heritage Academy**, or who may have downloaded the document from the **Heritage Academy** website, shall be responsible for immediately notifying **Heritage Academy** of their interest in order to receive all written addenda or errata on a timely basis. A Respondent who does not notify **Heritage Academy** and submits a Proposal without receipt of all addenda or errata issued may be deemed to have submitted a Proposal not responsive to this RFP.

9) Contract Award

Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action required by either party. **Heritage Academy** reserves the right to tender its own contract for products or services. **Heritage Academy** may not accept, and may reject, any contract or other written agreement submitted by a Respondent as part of its Proposal or offered by the successful Vendor(s). If **Heritage Academy** is willing to consider or needs a contract draft tendered from Respondent, **Heritage Academy** will request this from Respondent, but contract terms must be consistent with this RFP and **Heritage Academy's** standard terms and conditions.

10) Selection of Vendor(s)

Heritage Academy may award this RFP to multiple Vendors or to the Vendor **Heritage Academy** determines, in its sole discretion, provides the best value to **Heritage Academy**, based upon the evaluation of Proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **Part IV – Evaluation Criteria** in this RFP.

11) Contract Term

The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of **Heritage Academy** and selected Vendor(s). The initial project term is expected to be July 1, 2026 – June 30, 2027. At its sole discretion, **Heritage Academy** may renew this contract for up to an additional four (4) years. Each renewal shall be effective for one (1) additional year effective from July 1 through June 30 of any given year. **Heritage Academy** shall convey via written notice to the selected Vendor(s) at least thirty (30) days in advance of an Agreement expiration informing Vendor of **Heritage Academy's** intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor does not believe that it can renew the contract, the Vendor shall provide **Heritage Academy** with written notice at least ninety (90) days prior to the Agreement's expiration date.

12) Criminal Background Checks

As described in greater detail below. Vendor shall comply with all Texas requirements regarding the criminal history requirements for vendors, contractors and subcontractors under Texas law. Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Vendor hereby certifies that all employees, contractors, and subcontractors of the Vendor who (i) have or will have continuing duties related to this Agreement or the Program and (ii) have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Vendors must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review. As a public charter school, **Heritage Academy** is required to certify to the state that all vendor/contractors that provide continuing services and have direct contact with students have obtained a Texas and FBI fingerprint based national criminal history background check.

Under Texas law, **Heritage Academy** has the right under Texas law to (i) accept a qualified school contractor (determined by the Texas DPS) certification of completion of the requisite background checks; or (ii) require the vendor/contractor's employees or subcontractors to be fingerprinted through the **Heritage Academy** LEE Fast Pass System through the Texas DPS Clearinghouse. Vendor agrees to provide written consent for **Heritage Academy** to have any individual providing services to be subjected to a national (Texas and FBI fingerprint) criminal history background review through the **Heritage Academy** LEE Fast Past System if deemed necessary by **Heritage Academy** and Vendor agrees to reimburse **Heritage Academy** for the cost of such reviews. Complete **Attachment O**.

13) Insurance Requirements

- a) No Insurance Requirements as to **Heritage Academy**. As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, **Heritage Academy** has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code.
- b) The insurance coverages specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor/Contractor. The Vendor/Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.
- c) The successful Vendor will at a minimum carry and maintain Workers' Compensation, General Liability, and Property Damage Liability Insurance. Insurance Certificates must be submitted with

the Proposal. **Heritage Academy** reserves the right to review all insurance policies pertaining to this RFP to guarantee that the proper coverage is obtained and maintained by the Vendor.

- d) Vendor shall keep in full force and effect the following minimum limits of insurance (or higher):
- i) General Liability: Vendor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor or anyone directly or indirectly employed by Vendor. Such policy shall name **Heritage Academy** as an Additional Named Insured and include a Waiver of Subrogation Clause.
 - ii) Cyber Liability and Technology Professional Liability Errors and Omissions: Vendor shall maintain coverage appropriate to Vendor's work under this Agreement, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - The policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of **Heritage Academy** in the care, custody, or control of Vendor.
 - **Cyber liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of **Heritage Academy** that will be in the care, custody, or control of Vendor.
 - Such policy shall name **Heritage Academy** as an Additional Named Insured and include a Waiver of Subrogation Clause.
 - iii) Workers' Compensation: Vendor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- e) Each insurance policy to be furnished by the successful Vendor/Contractor shall include "Heritage Academy Public Schools" as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named-insured is not adequate to establish this status or fulfill this requirement.

- f) Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to **Heritage Academy** by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.
- g) Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor shall keep the required insurance coverage in full force and effect at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

1) Scope of Work

The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. **Heritage Academy** will use objective criteria specified in **Part IV** to review Proposals and potentially make multiple awards, if deemed in the best interest of **Heritage Academy**, in its sole discretion.

Heritage Academy is seeking to procure the following goods and/or services:

1. **Menu Requirements:** Menus are to meet USDA Meal Pattern requirements , for the meals to be vended under this contract. A menu cycle of at least 10 days is to be vended under this contract.
2. **Menu Cycle Change Procedure:** Meals will be served on a daily basis in accordance with the menu cycle agreed upon by **Heritage Academy**, Deviation from the menu cycle shall be permitted only upon authorization of **Heritage Academy**. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the Vendor from delivering a specified meal component, the contractor shall immediately notify **Heritage Academy** in order to provide 24 hours to determine acceptable substitutions. **Heritage Academy** reserves the right to suggest menu changes within the Vendor's suggested food cost periodically throughout the contract period.
3. **Sanitation:** All meals and meal related items must be prepared and stored in accordance with all applicable health and sanitation regulations in both Texas and local health code.
4. **Records:** As required by federal guidelines, Vendor must provide food production records for the meals purchased by **Heritage Academy**. These records must demonstrate how the meals contribute to the required food components, food items, or menu items for each day of operation. Furthermore, these records must provide sufficient documentation to determine how the purchased meals contribute to meeting the age/grade appropriate nutrient standard over the school week. Records should be made available in physical or digital format to **Heritage Academy**. Vendor will need to maintain the following records and have such records monthly or when requested by **Heritage Academy**, federal, or state agency:

- a. Product nutrition information including specifications, nutrition facts, ingredient statements, CN labels, product formulation statements, recipes, etc.

5. **Substitutes:** Items not on the quotation listing shall not be delivered without prior approval from **Heritage Academy** designated employee, a list will be provided. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.

6. **Noncompliance: Heritage Academy** reserves the right to inspect and determine the quality of food delivered and reject any meal components which do not comply with the requirements and specifications of the RFP #01-CNP-0727. **Heritage Academy** reserves the right to obtain meal components from other sources if meals are rejected due to any of the stated reasons. The Vendor will be responsible for any excess cost but will receive no adjustment in the event the meal components are procured at a lesser cost. **Heritage Academy** or agency inspecting shall notify the Vendor in writing as to the number of meal components rejected and the reasons for rejection.

7. **USDA surplus food commodities:** Being that the School participates in the School Breakfast Program (“SBP”) and National School Lunch Program (“NSLP”), surplus food commodities are available for use in the SBP and NSLP. The School intends for surplus food commodities be included in menus to the greatest extent feasible. This option will be available for bidder to receive commodities and include in menu planning.

8. **Meal Accommodations:** The Vendor is to make available to **Heritage Academy** the following special food/diets: No Nuts/Nut Products, Gluten Free, No Dairy, No Soy, etc., if necessary.

10. **Delivery:** Deliveries shall be made to the following **Heritage Academy** sites – Heritage Academy-San Antonio and Heritage Academy-Del Rio sites as described in Exhibit A, weekly except on holidays, as ordered; unless specified otherwise, and at such hours as specified by and arranged with the receiving **Heritage Academy** CNP Coordinator. It is the responsibility of the Vendor to place all deliveries in proper areas at the **Heritage Academy** site. Vendor delivery personnel will ensure that CNP Personnel are around when they are on campus. All invoices must be reviewed and signed by an authorized **Heritage Academy** CNP Employee.

Furthermore:

- i. All delivery personnel will be in uniform with company identification.
- ii. Delivery personnel will possess Vendor’s employee identification on their person at time of delivery.
- iii. All delivery personnel are required to check in at the front office and present their driver’s license for scanning to obtain a visitor badge. Under no circumstances may any delivery activity begin, continue, or occur on district property until this requirement has been completed in full.

Any contract award issued as a result of this RFP does not guarantee any minimum amount of service or payment. **Heritage Academy** will not issue a Purchase Order (PO) until a campus or department initiates a request for the goods and/or services described in this RFP. A Vendor shall not perform services for **Heritage Academy** without the issuance of a PO or contract Agreement. A Vendor will be compensated, with submission of proper supporting documentation, by **Heritage Academy** for goods and/or services satisfactorily provided and/or performed in accordance with the Agreement requirements and this RFP.

2) Performance Requirements

- a) The specifications included above are minimum basic requirements.
- b) The scope of work includes the goods and/or services **Heritage Academy** intends to procure. The actual amount of goods and/or services procured as a result of this RFP may be adjusted up or down according to **Heritage Academy's** needs and available funding.
- c) Vendor represents and warrants to **Heritage Academy** that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in this RFP, in compliance and conformance with any applicable law or ordinance, and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

Buy American: The Vendor shall comply with the Buy American provision for contracts that involve the purchase of food, 7 CFR 210.21(d) and USDA Memo SP 32-2019, Buy American and the Agriculture Improvement Act of 2018. The Vendor shall purchase, to the maximum extent practicable, domestic USDA Foods or products which are either an agricultural USDA Food produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. The Vendor shall certify the percentage of U.S. content in the products supplied to **Heritage Academy**. **Heritage Academy** reserves the right to review the Vendor's purchase records to ensure compliance with Buy American provision. The Vendor shall comply with the Buy America provision for contracts that involved the purchase of food as required by Title 7 CFR, part 210.21(d).

Requirements:

Heritage Academy participates in the meal programs that require the use of nonprofit school 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 (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The Vendor must:

1. **Submit certification statements for all processed agricultural products.** The Vendor must provide written documentation to **Heritage Academy** at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the Vendor cannot comply with #1 above, the Vendor must notify **Heritage Academy** in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
 - a. Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
 - b. The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
 - c. A list of alternative domestic substitutes for **Heritage Academy** to consider for delivery instead of the nondomestic agricultural product

3.

PART III – PROPOSAL SUBMISSION AND REQUIREMENTS

1) Proposal Submission

Proposals may be submitted by sending a hard copy to:

Heritage Academy Public Schools
Attn. Child Nutrition Program Department
1301 Waters Ridge Dr.
Lewisville, TX 75065

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:

- a) One (1) clearly identified hard copy ORIGINAL of the Proposal.
- b) One (1) clearly identified as COPY of the Proposal.
- c) Digital copy of the Proposal on FLASH DRIVE, marked with Respondent name.

Note: Faxed or emailed Proposals will not be accepted.

2) Proposal Requirements

Respondent's Proposal shall be organized in the following order, with each section clearly indexed:

- a) **Title Page**
Utilize **Attachment A** to include Vendor Legal Name and date of Proposal submission.
- b) **Section I – Preface**

Respondent shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the Proposal including the expression of interest and understanding of the work to be done and its ability and desire to meet the requirements of this RFP.

c) **Section II – Summary of Experience & Qualifications**

Respondent shall describe its experiences as it relates to the requirements of this RFP. Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in Texas.

d) **Section III – Proposal Response to Scope of Work and Performance Requirements**

Respondent shall provide a description of goods and/or services and capabilities as outlined in **Part II – Scope of Work and Performance Requirements** section of this RFP. The response shall be clear and succinct. If any service or requirement cannot be performed, Respondent shall state “unable to perform”.

Provide a preliminary schedule of assessment, delivery, and execution of goods and/or services. Include the following information in this section:

- i) A description of the approach that will be taken pertaining to project management and implementation.
- ii) Detailed description of the goods and/or services to be provided, as applicable.
- iii) Project organization and staffing specific to this project (including qualifications).
- iv) Project work plan and schedule including any application duration of services (i.e., initiation date and frequency).
- v) The central, regional and/or campus location(s) where goods and/or services will be provided (if not provided to all locations in Texas).
- vi) Requirements for Heritage Academy not included in this RFP.

e) **Cost Summary**

Ancillary to the Proposal, the Respondent shall provide information on any costs that **Heritage Academy** may incur. Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect for **Heritage Academy** to incur any costs, Respondent shall state “No costs to Heritage Academy”. Utilize or reference **Attachment S** for proposed pricing.

Please note that Respondents are not required to bid on each RFP element. For any type of good and/or service it does not wish to bid, please indicate “No Bid” for that cost element.

f) **References**

Respondent shall submit a minimum of three (3) verifiable references. It is desired that if Respondent has performed this type of service previously, those references be listed. It is recommended that Respondent provide references that are similar or as closely related to this unique RFP, if possible. Each reference provided shall include:

- i) Customer/Client School or Organization/Entity Name
- ii) Customer/Client School or Organization/Entity Address, City, State, and Zip
- iii) Contact Person at i) above
- iv) Contact Person Phone Number
- v) Contact Person Email Address
- vi) Brief Project Scope Description
- vii) Dates of Contract

g) **Recent and Ongoing Projects**

Respondent shall list any projects completed in the past, from three to five years that are similar to the scope of work in this RFP and include the following:

- i) Customer/Client School or Organization/Entity Name
- ii) Contact Person at i) above
- iii) Contact Person Phone Number
- iv) Contact Person Email Address
- v) Brief Project Scope Description

h) **Litigation, Terminations, Claims**

Respondent shall list any project completed in the past three to five years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. Provide the following:

- i) Customer/Client School or Organization/Entity Name
- ii) Contact Person at i) above
- iii) Contact Person Phone Number
- iv) Contact Person Email Address
- v) Brief Description of Event or Issues

i) **Additional Required Forms**

Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal.

j) **Additional Documentation (Optional)**

Additional documents may be submitted in instances where additional documentation is needed and not already captured.

PART IV – EVALUATION CRITERIA

In accordance with **Heritage Academy** policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s) whose Proposal(s) is/are determined, after evaluation by **Heritage Academy**, to be the most advantageous to **Heritage Academy**. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements of this RFP.

1) Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced Proposal. Award will be made to the Vendor submitting the best responsive Proposal satisfying **Heritage Academy's** requirements, price, and other factors. If one Vendor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors.

Proposals will be evaluated on criteria deemed to be in **Heritage Academy's** best interest, as reflected in the rubric found in Exhibit B. An evaluation committee will review and evaluate all Proposals based on the factors detailed in Exhibit B. The committee evaluating the Proposals submitted may require any or all Vendors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of its Proposal. **Heritage Academy** will make the final decision on whether and to whom a contract is to be awarded.

2) Proposal Protest Procedures

Pursuant to 2 CFR Part 200.318(k), Heritage Academy's protest procedures are as follows:

An interested party may protest any of the following situations:

- Solicitation or other request for offers for a contract for the procurement of property or services.
- Cancellation of solicitation or other requests.
- Award or proposed award of contract.
- Termination of a contract, if the protest alleges that the termination was based on improprieties in the administration of the contract.

Heritage Academy will do the following:

1. Include clear instructions in each solicitation document about questions and protest procedures.
2. Follow all written procedures to resolve protests.
3. Ensure that all protests are resolved.
4. Retain all documentation related to protest.
5. Notify TDA when a protest is received.

Heritage Academy will address all respondent protests within 24 hours of the bid award. Heritage Academy will provide evaluation scores and pricing at the request of the respondent. Violations of law should be referred to the local, state or Federal authority. (2 CFR, Section 200.318[k])

Heritage Academy will allow respondents to request clarification of information prior to the close of the bid/proposal. These requests must be received a minimum of 3 business days prior to the close of the

bid/proposal. Heritage Academy will address the request for additional information as an addendum to all respondents.

PART V – GENERAL TERMS AND CONDITIONS

Assignment: This Agreement may not be assigned by either party without the prior written consent of both **Heritage Academy** and Vendor. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of **Heritage Academy**. Vendor is required to notify **Heritage Academy** when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

Compliance with Applicable Law: To the extent applicable, Vendor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Texas Education Code, the Texas Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). Vendor shall also fully comply with the policies of **Heritage Academy**.

Conflict of Interest: In accordance with section 176.006 of the Texas Local Government Code, Vendor must file, on an annual basis, a Conflict of Interest Questionnaire with **Heritage Academy**. The Texas Ethics Commission Form CIQ and instructions can be found on the Texas Ethics Commission website at <https://www.ethics.state.tx.us/forms/conflict>. Vendor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, and other applicable law including federal and state “related party” law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for **Heritage Academy** to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action **Heritage Academy** determines to be in the best interest of **Heritage Academy**.

Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between **Heritage Academy** and the Vendor or between **Heritage Academy** and the Vendor’s employees. **Heritage Academy** shall not be subject to any obligation or liabilities of the Vendor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for **Heritage Academy** employees, nor be covered by **Heritage Academy’s** Workers’ Compensation Program.

Confidentiality- Name or Information Use: Vendor, and any person acting on its behalf or affiliated with the Vendor, shall not use **Heritage Academy’s** name, trademarks, logos or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, solicitations, website, blog, video, or social media) without prior written approval of **Heritage Academy**. Written authorization may be refused or granted at **Heritage Academy’s** sole discretion.

Debarment and Suspension: Neither Vendor nor any of its officer, directors, owners, members,

employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to **Heritage Academy** and **Heritage Academy** may thereafter suspend or terminate the Agreement as it deems appropriate.

Delivery of Goods/Items: When the contract is for goods, Vendor shall deliver complete orders, unless previously informed to and accepted by **Heritage Academy**. Any deliveries not made in full are subject to a delay of payment by **Heritage Academy**. Items shipped to the incorrect location by the Vendor will be the responsibility of the Vendor to correct. The Vendor will be required to cover shipping charges to ship the items to the correct location. **Heritage Academy** will only deliver the items to the correct location if there was an incorrect shipping address listed on the contract or Purchase Order. A packing slip is required with each shipment.

Enforcement: If the Agreement is for services, it is acknowledged and agreed that Vendor's services to **Heritage Academy** are unique, which gives Vendor a peculiar value to **Heritage Academy** and for the loss of which **Heritage Academy** cannot be reasonably or adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause **Heritage Academy** irreparable injury and damage. Vendor therefore expressly agrees that **Heritage Academy** shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if **Heritage Academy** is not in breach of this Agreement.

Entire Agreement: The written Agreement resulting from this RFP as well as these standard terms and conditions (and any procurement documents from **Heritage Academy**) contains the entire agreement of the Parties concerning the subject matter described therein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. These General Terms and Conditions supersede any prior, contemporaneous, or related written or oral agreements between the parties concerning the subject matter described herein or in the Agreement.

Equal Opportunity: Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Execution: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Formation and Good Standing: Vendor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. Vendor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas is a condition of the

Agreement.

General Warranty: Vendor represents and warrants to **Heritage Academy** that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

Gratuities: **Heritage Academy** may, by written notice to Vendor, cancel this Agreement without liability to **Heritage Academy** if it is determined by **Heritage Academy** that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor (or any agent or representative of Vendor) to any director, officer or employee of **Heritage Academy** (or to any family member of an **Heritage Academy** employee, officer or director within the third-degree by affinity or consanguinity under Texas law), unless there is an express written statutory exception for same, or the gift is a documented donation to **Heritage Academy**. In the event this Agreement is cancelled by **Heritage Academy** pursuant to this section, **Heritage Academy** shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor in providing such impermissible gratuities.

Indemnification: VENDOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS HERITAGE ACADEMY AND ITS BOARD, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE "HERITAGE ACADEMY INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR, ANYONE DIRECTLY EMPLOYED BY VENDOR, OR ANYONE FOR WHOSE ACTS VENDOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY HERITAGE ACADEMY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code § 231.006(d), regarding child support, Vendor certifies that it is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate. The Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Vendor/Contractor from providing goods and/or services to Heritage Academy. See **Attachment I** contained herein.

Inspection: Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after **Heritage Academy's** first use of the goods and/or services, **Heritage Academy** reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor, to ensure that they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by **Heritage Academy** to the Vendor. Goods or services which, in the sole opinion of **Heritage Academy**, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, **Heritage Academy** may return such goods and/or services at Vendor's risk and expense for replacement or correction, in which case Vendor shall use best efforts to replace any non-conforming goods and/or services. **Heritage Academy** may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

Interpretation of Evidence: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Contract, the definition contained in the Code is to control.

Law of State to Govern: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Denton County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with **Heritage Academy's** defense of any suit against and/or **Heritage Academy's** prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which Heritage Academy prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, **Heritage Academy** shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Limitations: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF HERITAGE ACADEMY (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON HERITAGE ACADEMY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON HERITAGE ACADEMY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Modifications: The contract may only be modified, altered, or changed by a written agreement signed by both **Heritage Academy** and Vendor and their duly authorized agents.

No Arbitration: Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be submitted to non-binding mediation or heard in a court of competent jurisdiction in the State of Texas sitting in Denton County, Texas.

Non-Appropriation/Funding Out: This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to **Heritage Academy's** open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by **Heritage Academy's** Board. If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of **Heritage Academy's** fiscal year, then **Heritage Academy** will issue written notice to Vendor and **Heritage Academy** may terminate this Agreement without further duty or obligation hereunder.

No Waiver of Immunity: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO HERITAGE ACADEMY, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO HERITAGE ACADEMY UNDER APPLICABLE LAW.

Payment Terms: Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by **Heritage Academy**, payment terms shall be thirty (30) days net from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. In accordance with the **Heritage Academy's** accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

- a) Fully identifies the Vendor, including the Vendor's authorized representative, and said identifying information conforms to that on the purchase order issued by **Heritage Academy** to the Vendor and/or the Agreement.
- b) Includes an invoice number and date.
- c) Is addressed to **Heritage Academy Charter Schools**, including the proper mailing address for accounts payable and the address to which goods and/or services were delivered.
- d) References the purchase order number issued.
- e) Delineates in sufficient detail the goods and/or services provided to **Heritage Academy**, including the quantity and unit price of the goods and/or services, and the date that the goods were delivered or the services were rendered.

Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by **Heritage Academy**.

Prices: **Heritage Academy** accepts Vendor's price(s) as recorded on Vendor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

Product Recall: Vendor shall notify **Heritage Academy** immediately if a product recall is instituted on any good and/or service Vendor has delivered or if Vendor discovers or becomes aware of any defect in

quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

Purchase Order Required: Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without a **Heritage Academy** approved purchase order.

Record Keeping: It is the responsibility of the Vendor to maintain and provide all program records and documents for Administrative Review and/or audits, examinations, or reviews, in accordance with applicable regulations, for Heritage Academy, Texas Department of Agriculture, and USDA to complete required monitoring activities. (7 CFR §210.16(2)(1)) The books and records related to the contract shall be maintained by Vendor, and **Heritage Academy** shall have the right to inspect and review such records at reasonable times upon request by **Heritage Academy**.

Rights to Inventions Made Under a Contract or Agreement: The Vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor and **Heritage Academy** belongs to **Heritage Academy** as work-for-hire and all rights are reserved by **Heritage Academy** and/or the federal government in accordance with applicable federal law.

Severability: In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

Tax Exempt: **Heritage Academy** is tax-exempt. Vendor shall not include taxes on any Proposal, contract, PO, or invoice. **Heritage Academy** will provide a tax exemption certificate to Vendor upon request.

Termination: **Heritage Academy** reserves the right to terminate all or any part of the undelivered portion of any order resulting from the Agreement with thirty (30) days written notice upon default by the Vendor, for delay or nonperformance by the Vendor, or if it is deemed in the best interest of **Heritage Academy**, for convenience.

Texas Public Information Act: Vendor acknowledges that **Heritage Academy** is a public school subject to requests for information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Under the TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires **Heritage Academy** to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

Unsatisfactory Performance by Vendor Staff: If any person employed by Vendor fails or refuses to carry out the services detailed in this Agreement or is, in the opinion of **Heritage Academy's** designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an **Heritage Academy** student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this Agreement immediately and shall not again provide services to **Heritage Academy** except upon consent of **Heritage Academy's** representative(s).

PART VI – SUPPLEMENTAL TERMS AND CONDITIONS

[Additional terms could include, for example, some of the following:]

Buy America Act: If the source of funds identified in **Part I, paragraph 3, Funding Authority** for this RFP and resulting Agreement is federal funds, **Heritage Academy** has a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

Confidential and/or Proprietary Information: Vendor acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to **Heritage Academy**. For purposes of this Agreement, “Confidential Information” shall include but not be limited to:

- a) Information relating to **Heritage Academy's** financial, regulatory, personnel, or operational matters.
- b) Information relating to **Heritage Academy's** clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of **Heritage Academy's** business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from **Heritage Academy** or its agents.
- f) The term “Confidential Information” does not include the following:
 - i. Information available to the public through no wrongful act of the receiving party.
 - ii. Information that has been published.
 - iii. Information required in response to subpoena, court order, court ruling, or by law.

Vendor agrees that it will not, at any time during or after termination of this Agreement, use or disclose any Confidential Information or trade secrets of **Heritage Academy** to any person or entity for any purpose whatsoever without the prior written consent of **Heritage Academy**, unless and except as otherwise required by applicable federal or state law or court order.

Vendor agrees to release to **Heritage Academy** all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

Federal Funds: As disclosed in **Part I, paragraph 3, Funding Authority**, the source of funds for this RFP

and resulting Agreement is federal funds. Subsequently, the provisions stated in 2 CFR 200.326 and Appendix II to 2 CFR 200 are applicable. See **Attachment N** for details of these provisions.

Identity Theft Protection: If Vendor will be storing employee or student data as part of the services under the Agreement, the following provisions apply:

- a) Vendor agrees to maintain the confidentiality of “personal identifying information” and “sensitive personal information,” as those terms are defined in Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor agrees that “personal identifying information” and “sensitive personal information” will be collected only as necessary and in conjunction with this Agreement, and will be restricted in its distribution and accessibility such that only authorized representatives of Vendor who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, “personal identifying information” and “sensitive personal information” will be disposed of through secure means, such as shredding paper files and erasing electronic files.
- b) Vendor will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not “personal identifying information” or “sensitive personal information”; (iii) that is obtained by Vendor from third parties without restrictions on disclosure and is not obviously “personal identifying information” or “sensitive personal information”; or (iv) is required to be disclosed by order of a court or other governmental entity.
- c) Vendor stipulates that this Agreement does not convey ownership of “personal identifying information” or “sensitive personal information” provided by **Heritage Academy** under this Agreement.
- d) If Vendor becomes aware of a disclosure or security breach concerning any “personal identifying information” or “sensitive personal information” covered by this Agreement, Vendor shall immediately notify **Heritage Academy** and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a “breach of system security” where “sensitive personal information” is breached, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, Vendor/Contractor shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at **Heritage Academy’s** sole discretion, result in **Heritage Academy’s** immediately terminating this Agreement without financial penalty.

Privacy of Employee or Student Data: When educational records and Student Data will be utilized under the Agreement, or Employee data may be involved, the following provisions apply and Vendor will enter into a Data Sharing Agreement provided by **Heritage Academy**:

- a) General Guidelines. The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by **Heritage Academy**, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g. **Heritage Academy** has determined that Vendor has

a legitimate educational interest in the educational records, as that term is defined under FERPA, of **Heritage Academy's** students who receive the services, and that Vendor is the agent of **Heritage Academy** solely for the purpose of providing services under this Agreement. Vendor and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor's obligations under this Section shall survive the termination or expiration of this Agreement.

- b) Definition of "Student Data": "Student Data" includes all Personally Identifiable Information ("PII") and other non-public information and includes, but is not limited to, student data, metadata, and user content.
- c) Collection and Use of Student Data: Vendor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- d) If Vendor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.
- e) Data De-Identification: Vendor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.
- f) Marketing and Advertising: Vendor will not use any Student Data to advertise or market to students or their parents.
- g) Modification of Terms of Service: Vendor will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from **Heritage Academy**.
- h) Student Data Sharing: Student Data cannot be shared with any additional parties without prior written consent of **Heritage Academy**, except as required by law.
- i) Access and Transfer or Destruction: Any Student or Employee Data held by Vendor will be made available to **Heritage Academy** upon request by **Heritage Academy**. Vendor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor may have transferred Student or Employee Data are destroyed or transferred to **Heritage Academy** when the Student or Employee Data is no longer needed for its specified purpose, at the request of **Heritage Academy**.
- j) Rights and License In and To Student or Employee Data: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of **Heritage Academy**, and that Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor any rights, implied or otherwise, to Student or Employee Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.
- k) Security Controls: Vendor will store and process Student or Employee Data in accordance with

industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of **Heritage Academy** in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor agrees to share its incident response plan upon request.

PART VII – EXHIBITS

**EXHIBIT A
Site Information**

Site Name	Site Address	Grades	Free/Reduced %
Heritage Academy-San Antonio	8750 Fourwinds Dr. San Antonio, TX 78239	PreK – 8 th	CEP
Heritage Academy-Del Rio	106 Amistad Blvd. Del Rio, TX 78840	5 th - 12 th	72%

EXHIBIT B

PROPOSAL CRITERIA

Heritage Academy Charter Schools

RFP #01-CNP-0727 – Proposal Evaluation Scoring Sheet

Total Possible

Points:100

Vendor Name: _____ Evaluator: _____ Date: _____

1. Price Proposal – 30 Points

Vendor submitted a complete fee proposal for breakfast as described in the RFP.

Criteria:	Max Points	Score
Cost Proposal: Provide a cost per meal as shown in Attachment S.	40	
Reputation/References: The quality/reputation of the Vendor’s goods and/or services, Vendor’s past relationship with Texas schools.	25	
Operational Approach & Support: Organizational chart with description of support staff, communication plan, contingency and back planning.	15	
Compliance & Administrative Support: Menu documentation, production records, USDA Foods handling and crediting process and audit support.	15	
Complete Proposal: The proposal is complete and includes all required information, forms, and certifications.	5	
Total Score	100	

PART VIII – REQUIRED ATTACHMENTS

The attachments listed below are required and should be included with the Proposal.

ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor Information
3. Attachment C – Vendor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – Non-Collusion Statement
7. Attachment G – Heritage Academy Conflict of Interest Form
8. Attachment H – Conflict of Interest Form CIQ
9. Attachment I – Child Support Certification
10. Attachment J – Equal Opportunity and Nondiscrimination
11. Attachment K – Felony Conviction Disclosure Statement
12. Attachment L – Certification Regarding Lobbying
13. Attachment M – Debarment or Suspension Certificate
14. Attachment N – Contract Provisions for Contracts Involving Federal Funds
15. Attachment O – Criminal History Review of Vendor/Contractor Employees and Certification
16. Attachment P – Reference Sheet
17. Attachment Q – Recent and Ongoing Projects
18. Attachment R – Litigation, Terminations, Claims
19. Attachment S – Proposed Pricing
20. Attachment T – Meal Plan Pattern & Academic Calendar
21. Attachment U – Food Based Nutrition Standards for NSLP & SBP
22. Attachment V – W-9 Form
23. Attachment W – Deviations and Exceptions

Attachment A – Title Page



A Proposal Submitted in Response to

Request for Proposals

#01-CNP-0727 for Heritage Academy-Vended Meals

Submitted By:

(Full Legal Name of Vendor/Contractor)

On:

(Date of Proposal Submission)

Attachment B – Vendor Information

Vendor Information:

1. Vendor Legal Name: _____
2. Vendor d/b/a (if applicable): _____
3. Employer Identification Number: _____
4. Street Address: _____
5. City, State, and Zip Code: _____

Additional Requirements:

Proposal must include name of each person with at least 25% ownership of Vendor.

Name: _____

Name: _____

Name: _____

Name: _____

Attachment C – Vendor Certification and Signature Page

I, the undersigned authorized representative of Respondent, submit this Proposal and have read the specifications, which are a part of this RFP. My signature certifies that I am authorized to submit this Proposal, sign as a representative for Respondent, and carry out the services solicited in this RFP.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title/Role of Authorized Representative: _____

Vendor Contractor Legal Name: _____

Vendor Contractor d/b/a (if applicable): _____

Address: _____

Telephone Number: _____

Fax Number: _____

Project Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

Web Site Address: _____

Attachment D – Proof of Insurance and/or Bonding

Please provide proof of insurance and/or bonding as detailed in RFP specifications.

Attachment E – Certification Regarding Drug-Free Workplace

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701 and Pursuant to 2 CFR Part 182.

The undersigned Vendor certifies it will provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.
- Providing each employee with a copy of Vendor’s policy statement.
- Notifying the employees through Vendor’s policy statement that as a condition of services to **Heritage Academy**, employees shall abide by the terms of the policy statement and notify Vendor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.
- Notifying **Heritage Academy** within ten (10) days of Vendor’s receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment F – Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Respondent, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Vendor hereby assigns to Heritage Academy any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business & Commerce Code, Section 15.01.

Attachment G – Heritage Academy Conflict of Interest Form

By signature of this Proposal, Vendor covenants and affirms that:

- No manager, employee or paid consultant of Vendor is a member of the Heritage Academy Board of Directors or an employee of Heritage Academy.
- No manager or paid consultant of Vendor is married to a member of the Heritage Academy Board of Directors, Heritage Academy’s Chief Executive Officer, or an employee of Heritage Academy.
- No member of the Heritage Academy Board of Directors, Heritage Academy’s Chief Executive Officer, or employee of Heritage Academy is a manager or paid consultant of Vendor.
- Neither any member of the Heritage Academy Board of Directors, Heritage Academy’s Chief Executive Officer, nor any employee of Heritage Academy owns or controls more than 10% in Vendor.
- Neither any member of the Heritage Academy Board of Directors, Heritage Academy’s Chief Executive Officer, nor any employee of Heritage Academy receives compensation from Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with Heritage Academy and shall further be liable for any costs incurred or damages sustained by Heritage Academy relating to that contract.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment H – Conflict of Interest Form CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a Vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the Vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A Vendor commits an offense if the Vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their Proposal.

The Conflict of Interest Form CIQ and instructions can be found at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

Attachment I – Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Proposal. The child support certification form can be found at: <https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification>.



Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

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

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

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

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

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

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

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:	SSN:
Name:	SSN:
Name:	SSN:
Name:	SSN:

Section 3

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

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

Contractor Authorized Representative Printed Name:	Title:
Contractor Authorized Representative Signature:	Date:

Attachment J – Equal Opportunity and Nondiscrimination

Vendor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor/Contractor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

Vendor/Contractor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor/Contractor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor/Contractor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor/Contractor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment K – Felony Conviction Disclosure Statement

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Vendor/Contractor, “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Additionally, in accordance with this state law, “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required [...] or misrepresented the conduct resulting in the conviction.” In this event, “The district must compensate the person or business entity for services performed before the termination of the contract.” Section 44.034 “does not apply to a publicly held corporation.”

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

VENDOR/CONTRACTOR NAME: _____

AUTHORIZED REPRESENTATIVE NAME (PLEASE PRINT): _____

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

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

Signature of Authorized Representative

Date Signed

Attachment L – Certification Regarding Lobbying

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 certifications 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 will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Heritage Academy in connection with the awarding of 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 Heritage 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 awarded 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.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment M – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 “Debarment” requires that all Vendors/Contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment N – Contract Provisions for Contracts Involving Federal Funds

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

- *Byrd Anti-Lobbying.* Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
- *Civil Rights/Discrimination.* The Vendor shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; USDA regulations
- *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- *Contract Work Hours and Safety Standards Act.* Where applicable, all contracts awarded by Heritage Academy in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- *Copeland Anti-Kickback Act.* The contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Heritage Academy must report all suspected or reported violations to the Federal awarding agency.
- *Davis-Bacon Act.* When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Heritage Academy must include a provision for compliance with the

Davis- Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Heritage Academy must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Heritage Academy must report all suspected or reported violations to the Federal awarding agency.

- Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- Health and Safety Certifications, Licensing or Regulations. Heritage Academy and its vendors shall comply with all local, state and federal health and safety certifications, licensing, or regulations which include but are not limited, to facility use, food establishment, and authorized providers.
- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- Solid Waste Disposal Act. Heritage Academy and its vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- Participation of Small and Minority Business, Women’s Business Enterprises, and Labor Surplus Area Firms. The Vendor shall take all necessary affirmative steps, as required by 2 CFR 200.321, to ensure maximum practicable participation by small businesses, minority-owned firms, women’s business enterprises, and labor surplus area firms in all federally funded procurements. Affirmative steps

include, at minimum: Listing and soliciting qualified small, minority, and women-owned businesses whenever they are potential sources. Dividing work, when feasible, to increase participation opportunities. Establishing delivery schedules that encourage participation. Using assistance from the Small Business Administration, the Minority Business Development Agency, or similar organizations. The Vendor shall actively encourage and facilitate HUB participation to the maximum extent possible.

- Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by Heritage Academy including the manner by which it will be affected and the basis for settlement.
- Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Legal Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment O – Criminal History Review of Vendor Employees

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

Definitions:

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

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

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

All Vendors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.

CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

Please complete the information below:

I, the undersigned agent for the legal entity named below certify that [check one]:

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

Or

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

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

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

MEMORANDUM OF UNDERSTANDING
COMPLIANCE WITH CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENTS

WHEREAS, Texas Education Code (“TEC”) § 22.0834 requires Vendors/Contractors providing services to Heritage Academy Charter Schools (“Heritage Academy”) to facilitate a national criminal history record information review for any Vendor/Contractor or subcontractor employees who (1) have or will have continuing duties related to the Agreement and (2) have or will have direct contact with students (“covered employees”) prior to beginning contract services pursuant to the Agreement; and

WHEREAS, Vendor/Contractor provides contract services to Heritage Academy; and

WHEREAS, pursuant to Texas Government Code (“TGC”) § 411.0845, the Texas Department of Public Safety (“DPS”) maintains the Criminal History Clearinghouse (“DPS Clearinghouse”) to provide fingerprint criminal history record information, including national criminal history record information made available through the U.S. Federal Bureau of Investigation (“FBI”), to approved persons and entities; and

WHEREAS, due to recent changes in DPS protocols, Vendor/Contractor no longer has access to the national criminal history record information maintained as part of the DPS Clearinghouse; and

WHEREAS, Heritage Academy is able to access the national criminal history record information portion of the DPS Clearinghouse through the DPS Local Education Entity (“LEE”) Fast Pass option;

NOW THEREFORE, the Parties agree as follows:

1. Heritage Academy will provide access to its LEE Fast Pass to Provider in the event that Vendor/Contractor and/or any of Vendor’s/Contractor’s or subcontractor’s employees is a “covered employee” under TEC § 22.0834, provided that Vendor/Contractor provides Heritage Academy with sufficient documentation needed for Heritage Academy to facilitate a national criminal history record information search through the DPS Clearinghouse.
2. Heritage Academy will obtain national criminal history information review reports through the DPS Clearinghouse for Vendor/Contractor and/or any of Vendor’s/Contractor’s or subcontractor’s employees that is a covered employee, and will notify Vendor/Contractor if Vendor/Contractor and/or any of Vendor’s/Contractor’s or subcontractor’s employees have a disqualifying criminal history; provided, however that Heritage Academy will not provide DPS Clearinghouse results to Vendor/Contractor.
3. The Parties agree to work expeditiously to complete fingerprinting for Vendor/Contractor and/or Vendor’s/Contractor’s or subcontractor’s employees, and this MOU shall expire when all applicable fingerprint results have been received and reviewed by Heritage Academy. In no event shall this MOU remain effective for more than 30 days beyond the effective date of this MOU without mutual written extension by both Parties.

ACCEPTED AND AGREED TO:

Heritage Academy Charter Schools

VENDOR/CONTRACTOR

By: _____

By: _____

Title: _____

Name/Title: _____

Date: _____

Date: _____

3. _____
Customer/Client School or Organization/Entity Name

Street Address City State Zip

Contact Person Phone Number Email Address

Project Scope

Dates of Contract

4. _____
Customer/Client School or Organization/Entity Name

Street Address City State Zip

Contact Person Phone Number Email Address

Project Scope

Dates of Contract

Attachment Q – Recent and Ongoing Projects

Respondent shall list any projects completed in the past three to five years that are similar to the scope of work in this RFP. If additional space is required, attach additional pages hereto.

1. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Project Scope: _____

2. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Project Scope: _____

3. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Project Scope: _____

4. _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
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Brief Project Scope: _____

5. _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Project Scope: _____

6. _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Project Scope: _____

Attachment R – Litigation, Terminations, Claims

Respondent shall list any project completed in the past three to five years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity.

1. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

2. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

3. _____
Customer/Client School or Organization/Entity Name

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____

4. _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: _____

5. _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: _____

6. _____
Customer/Client School or Organization/Entity Name

Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Brief Description of Event or Issues: _____

Attachment S – Proposed Pricing

Name of Vendor: _____

Item #	Name	Unit	Estimated Monthly Quantity	Bidder Unit Price	*Bidder Extended Cost
1	Pre-K Breakfast	Meal	30		
2	Pre-K Lunch	Meal	181		
3	K-8 th Breakfast	Meal	1706		
4	K-8 th Lunch	Meal	3896		
5	9 th -12 th Breakfast	Meal	282		
6	9 th -12 th Lunch	Meal	1089		
<i>* Bidder Extended Cost = (Estimated Monthly Quantity) x (Bidder Unit Price)</i>					
Total Extended Cost:					\$

Attachment S – Proposal Agreement

Agreement

This Agreement (“Agreement”) is entered into by and between **Heritage Academy Charter Schools** herein after referred to as the School Food Authority (SFA), and _____, herein after referred to as the Vendor. The effective date of this Agreement is **July 1, 2026 - June 30, 2027**

This Agreement sets forth the terms and conditions upon which the SFA retains the Vendor to provide meals for the SFA’s nonprofit and a la carte food service program, in accordance with the Scope of Work. Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will purchase meals from the Vendor, and the Vendor will provide meals for the SFA’s nonprofit food service program. The SFA and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

SCHOOL FOOD AUTHORITY / VENDOR SIGNATURES	
Name of School Food Authority’s Authorized Representative	Title
Signature of School Food Authority’s Authorized Representative Ø	Date Signed <i>Mo./Day/Yr.</i>
Name of Vendor’s Authorized Representative	Title
Signature of Vendor’s Authorized Representative Ø	Date Signed <i>Mo./Day/Yr.</i>

Attachment U – Unofficial - Academic Calendars



2026-2027 School Calendar
 Heritage Academy of San Antonio
 County District Campus # 015815104

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
Be Proactive						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
Begin with the End in Mind						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
Put First Things First						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
Think Win-Win						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Grading Periods			Reporting Periods			Days		
1st	08/12/26 - 10/16/26		1st	08/12/26 - 09/25/26		32		
2nd	10/19/26 - 01/01/27		2nd	09/28/26 - 11/06/26		25		
3rd	01/04/27 - 03/19/27		3rd	11/09/26 - 01/08/27		29		
4th	03/22/27 - 05/27/27		4th	01/11/27 - 02/19/27		27		
			5th	02/22/27 - 04/16/27		34		
			6th	04/19/27 - 05/27/27		28		
			Total School Days			175		

Monday-Thursday 7:45 am - 3:30 pm			465 minutes		
Friday 7:45 am - 1:00 pm			315 minutes		
Holidays					
Labor Day		September 07, 2026			
Fall Break		October 12-16, 2026			
Thanksgiving Break		November 23-27, 2026			
Christmas Break		Dec 21, 2026-Jan 01, 2027			
Student Holiday		January 04, 2027			
Martin Luther King, Jr. Day		January 18, 2027			
Presidents' Day/Student Holiday		February 15, 2027			
Student Holiday		February 16, 2027			
Spring Break		March 15-19, 2027			
Good Friday		March 26, 2027			
Bad Weather Day		April 30, 2027			
Bad Weather Day/Student Holiday		May 28, 2027			
Memorial Day		May 31, 2027			
Staff Work Days					
August 03-07, 2026		Aug 29, 2026		Feb 20, 2027	
August 10-11, 2026		Sept 19, 2026		Mar 06, 2027	
*May 28, 2027		Oct 03, 2026		Apr 03, 2027	
June 01-04, 2027		Oct 24, 2026		Apr 17, 2027	
		Nov 14, 2026		May 08, 2027	
		Dec 12, 2026		May 22, 2027	
		Jan 09, 2027		June 07-11, 2027	
		Jan 23, 2027		June 14-18, 2027	
		Feb 06, 2027		June 21-25, 2027	
Professional Development Days					
January 04, 2027					
February 15-16, 2027					
Bad Weather Make-Up Days *					
April 30, 2027 (Friday)					
May 28, 2027 (Friday)					
					*Will be adjusted if Bad Weather Day(s) is used.
Tax Free Weekend: August 07-09, 2026					

State Testing Dates	
STAAR	Nov 30-Dec 11, 2026 (EOC only)
	April 06-16, 2027 - Gr3-8 Reading, English I, English II
	April 13-23, 2027 - Gr5 & 8 Science, Gr 8 Social Studies, Biology, US History
	April 20-30, 2027 - Gr3-8 Mathematics, Algebra I
TELPAS Testing Window	February 15-March 25, 2027

JANUARY						
Seek First to Understand						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
Synergize						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH						
Sharpen the Saw						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Please Note: The 2026-2027 calendar is subject to change.

Attachment V – Meal Pattern Standards for SBP & SBP

Breakfast Meal Pattern—Five-Day School Week

Minimum Amount of Each Food Component Per Week (Minimum Offering Per Day)

Meal Component	Pre-Kindergarten Weekly (daily)	Grades K-5 weekly (daily)	Grades 6-8 weekly (daily)	Grades 9-12 weekly (daily)
Fruits^{8,9} (cups)	2 ½ (½)	5 (1)	5 (1)	5 (1)
Grains¹⁴ (ounce equivalents)	1 ¼ slices/servings (½ slice/serving) or 1 ¼ cup (¼ cup)	7-10 (1)	8-10 (1)	9-10 (1)
Meat/Meat Alternates (ounce equivalents)	May substitute for Grains up to 3 times per week	May credit toward Grains requirement if at least 1 oz eq. of Grains is offered		
Fluid Milk¹⁵ (cups)	3 ¾ (¾)	5 (1)	5 (1)	5 (1)

Nutrient	Pre-Kindergarten	Grades K-5	Grades 6-8	Grades 9-12
Minimum-maximum calories	N/A	350-500	400-550	450-600
Saturated Fat (percentage of total calories)	N/A	< 10	< 10	< 10
Sodium (mg)	N/A	≤ 485	≤ 535	≤ 570
Trans Fat	N/A	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans fat</i> per serving. (This does not apply to naturally occurring <i>trans fat</i> , present in some meat and dairy products)		

1 CACFP: grain-based desserts are not credit able toward the grains component

2 CACFP: one whole-grain rich food item must be served each day across all meals

3 CACFP: Beginning October 1, 2025, breakfast cereals may have no more than 6 grams of added sugar per dry ounce.

4 One choice of milk must be unflavored at each meal service.

5 Beginning July 1, 2025, flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces, or for flavored milk sold à la carte in middle and high schools, 15 grams of added sugars per 12 fluid ounces.

6 Beginning July 1, 2025, vegetables from at least two different vegetable subgroups must be offered when substituting vegetables for fruits at breakfast on two or more days per school week.

7 At least 80% of weekly grains offered must be whole grain rich.

+ A Meat/Meat Alternate may be offered as a substitute for grain.

Lunch Meal Pattern—Five-Day School Week

Minimum amount of food per day or week:

Meal Component	Pre-Kindergarten Weekly (daily)	Grades K-5 weekly (daily)	Grades 6-8 weekly (daily)	Grades 9-12 weekly (daily)
Fruits^{8,9} (cups)	1 ¼ (¼)	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables^{9,10,11} (cups)	1 ¼ (¼)	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green	N/A	½	½	½
Red/Orange		¾	¾	1 ¼
Beans, Peas, and Lentils		½	½	½
Starchy		½	½	½
Other¹²		½	½	¾
Additional veg to reach total¹³		1	1	1 ½
Grains¹⁴ (ounce equivalents)	1 ¼ slices/serving (½ slice/serving) or 1 ¼ cup (¼ cup)	8-9 (1)	8-10 (1)	10-12 (2)
Meat/Meat Alternates (ounce equivalents)	7 ½ (1 ½)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk¹⁵ (cups)	3 ¾ (¾)	5 (1)	5 (1)	5 (1)

Lunch Nutrient Specifications

Daily Amount Based on the Average for a Week

Nutrient	Pre-Kindergarten	Grades K-5	Grades 6-8	Grades 9-12
Minimum-maximum calories	N/A	550-650	600-700	750-850
Saturated Fat (percentage of total calories)	N/A	< 10	< 10	< 10
Sodium (mg)	N/A	≤ 935	≤ 1035	≤ 1080
Trans Fat	N/A	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans fat</i> per serving. (This does not apply to naturally occurring <i>trans fat</i> , present in some meat and dairy products)		

1 CACFP: grain-based desserts are not credit able toward the grains component

2 CACFP: one whole-grain rich food item must be served each day across all meals

3 CACFP: Beginning October 1, 2025, yogurt may have no more than 12 grams of added sugars per 6 ounces.

4 One choice of milk must be unflavored at each meal service

5 Beginning July 1, 2025, flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces, or for flavored milk sold à la carte in middle and high schools, 15 grams of added sugars per 12 fluid ounces.

6 At least 80% of weekly grains offered must be whole grain rich with the remaining enriched

Attachment W – Food Specifications

All food specifications must meet the requirements of the USDA Food Buying Guide (FBG), 7 CFR Parts 210, 215, 220, 225, 226, USDA Guidance Memos, Buy American Provisions, any other applicable federal regulations, and TDA's Complete Administrative Reference Manual.

- All USDA foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- All food and food products purchased on behalf of the SFA must be in compliance with Buy American provisions. Food and food products must be produced in the United States, and food products must be processed in the United States using over 51% of domestic foods by weight or volume. 7 CFR 250.17(e); 2 CFR Part 200; SP 38-2017; SP 32-2019; and 7 CFR Part 210.21(d).

For all other food components, specifications shall be as follows:

- Grains must be made from whole grain, whole-grain rich flour/meal, or enriched grain. Cereals may be whole grain, whole-grain rich, enriched grain, or fortified grain. All grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the Child Nutrition Program Food Buying Guide (FBG) or as appropriately identified on a food nutrition label or product manufacturer's statement. If applicable, the product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by the USDA and must be free of color or odor. Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators from USDA*.
 - For breaded and battered items, all flours must be whole-grain or enriched for bread/grains credit and breading/batter must not exceed 30% of the weight of the finished product. For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry and must be processed in the United States using over 51% domestic meats. No variety of meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese must be from domestic milk sources and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melting; contain proper moisture and salt content and be processed in the United States.
- All fish must have been inspected by the United States Department of Commerce (USDC) and

meet the minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. All fish must also be in compliance with the Buy American provisions for farmed and wild fish as described in SP 32-2019.

- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All fresh vegetables must be from domestic sources, ripe and in good condition when delivered, and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must be produced and processed in the United States using over 51% domestic vegetables by weight or volume; meet the food distributors' first quality level (extra fancy and fancy); canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be from domestic sources, inspected and passed by the state or federal Department of Agriculture, and used within 30 days of the date on the carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off-color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be from domestic sources and offered in a variety of at least two different fat contents. If flavored milk is offered in the National Lunch Program or School Breakfast program, unflavored milk must also be offered as a selection. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.

Attachment X – Respondent’s W-9

The W-9 is an official form furnished by the IRS **for employers or other entities to verify the name, address, and tax identification number of an individual receiving income.** The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with its Proposal. The W-9 form and instructions can be obtained at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Part VIII: APPENDICES

The appendices included in this section contain information relevant to this RFP and to the preparation of a responsive Proposal.

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END OF Heritage Academy Charter Schools RFP