Notice
Request for Proposals

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

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

1. mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;

2. fax: (202) 690-7442; or

3. email: program.intake@usda.gov.

This institution is an equal opportunity provider.
The Bloom Academy Charter School will be accepting competitive sealed proposals at 3129 Southmore Blvd, Houston, TX 70113 until 10:00 AM on May 2, 2022. Proposals will not be accepted after the date and time specified and shall be returned to the company unopened. Provisions are outlined below and may be discussed by emailing Alyssa Tirone @ atirone@thsfc.com

1. Vending of Meals
   a. Proposal will be for the School Breakfast Program and National School Lunch Program (hereinafter called SBP and NSLP) at the Charter School (hereinafter called the School Food Authority, SFA).
   b. Proposal will be good for the term of one school year.
   c. Invoices must be provided monthly.
   d. Billing statement should be provided to school administration 10 days following the close of the month and should be mailed to 3129 Southmore Blvd, Houston, TX 70113
   e. A contact person must be accessible within 30 minutes from drop time if any problems arise, i.e., meals not meeting requirements, food not prepared to specifications; so that the problem may be corrected before serving time.
   f. Payment will be granted to vendor by the 30th day of the month following service.

2. Preparation and Production of Meals
   a. Vendor will be responsible for following United States Department of Agriculture policy and patterns for the SBP and NSLP, including meeting the Dietary Guidelines for Americans.
   b. Menus will be developed by vendor at the direction and with approval of the SFA.
   c. Menus must meet guidelines for nutrient standards according to USDA policy.
   d. Menus must meet requirements for reimbursable meals under the NSLP and SBP.
   e. The vendor will not be paid for meals not meeting requirements due to the fact that the SFA may not claim reimbursement for those meals.
   f. Vendor will provide production records for meals served and send a copy to the school at least one week in advance so that the SFA can ascertain compliance and to confirm amounts of food received.
   g. Portion sizes must be correct according to the USDA Food Based meal pattern, amounts of food sent, and must be correctly recorded on the production records.
   h. The vendor must contact the SFA prior to any menu changes, so that they may be approved by the SFA and changes can be made on the production records.
   i. Vendor must provide documentation on all processed products with either a Child Nutrition label or product analysis signed by an official of the packer.
   j. Meals must be prepared according to city and state sanitation codes and servers, if provided, must be certified food handlers.
   k. Vendor must provide a HACCP Food Safety Plan in compliance with USDA regulations
l. Proposal will not be considered if kitchen of vendor does not maintain sanitary conditions as approved by SFA.
m. SFA must be allowed to inspect kitchen of vendor at any time.

3. Delivery and Service of Meals
   a. Meals must be delivered according to city and state sanitation codes.
   b. Delivery time and place will be agreed upon with the SFA and adhered to by vendor unless authorized to deviate by the SFA.
   c. All delivery tickets must be signed by an employee designated by the SFA.
   d. If vendor serves meals, server must meet all sanitation requirements.
   e. If vendor delivers and serves, vendor will also be responsible for cleaning serving area.
   f. All delivery and serving equipment shall be sanitized and free from food residue from prior use.
   g. Handling of leftovers will be determined by the SFA.

4. USDA Commodities
   a. Vendor will assist in ordering commodities.
   b. Vendor will store commodities and will keep inventory current at all times.
   c. Food production records will document use of commodities.
   d. SFA will pay any cost to the warehouse for storage and/or delivery.
## PROPOSAL
Price Per Breakfast

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Price Per Lunch

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Price Per Snack

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Additional comments or proposed terms:

1. Submit all questions in writing to atirone@thsfc.com by April 15, 2022 at 12:00 pm.

2. Food Tasting
   - Vendors are required to drop off samples of food on April 22, 2022 @ 2:45 pm.
   - Sample kits should include 5 breakfast items, 5 lunch items and 5 snack items that will be served on the menu.
   - Provide samples for 5 people
   - Samples should be the same portion sizes that students will receive during meal service

3. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.

4. This solicitation/contract, exhibits, and attachments constitute the entire agreement between the SFA and the FSMC and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the SFA.

5. Each party to this contract represents and warrants to the other that: (a) it has the right, power, and authority to enter into and perform its obligations under this contract; (b) it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this contract; and (c) this contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

6. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by the SFA.

7. No course of dealing or failure of the SFA to enforce strictly any term, right, or condition of this contract shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this contract shall operate as a waiver of any other term, right, or condition.

8. Payments on any claim shall not prevent the SFA from making claims for adjustment on any item found not to have been in accordance with the provisions of this contract.
Contract Certification

SIGNATURES

On Behalf of the School Food Authority (SFA):

School Food Authority (Name of School)

Responsible Authority Printed Name
(Note: Must be member of the Governing Board)

Responsible Authority Signature

Date

On Behalf of the Vendor Submitting the Proposal:

Company (Insert legal name of company)

Company Address

Responsible Authority Printed Name
(Note: Must be authorized to commit the resources and assume legal responsibility on behalf of the Company.)

Responsible Authority Signature

Date