

**Leadership Education Foundation
Authorizer of
Arrow Academy Charter School**



Request for Proposals

FOR

Vended Meals

Proposal Release Date:	April 27, 2026
Proposal Due Date:	May 18, 2026

LEGAL NOTICE

Notice is hereby given that Leadership Education Foundation dba Arrow Academy, herein after referred to as "LEF" intends to solicit vendors to provide breakfast and lunch meals to students.

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

All costs involved in submitting alternatives to LEF shall be borne in full by the interested party and should be included in a total price for each meal. A copy of the Request for Proposal can be obtained by viewing online at www.arrowacademy.org under News or by contacting:

Rico Sedeno
Director of Operations
Arrow Academy
P.O. Box 12207
College Station, TX 77842
(979) 703-8820
Rico.sedeno@arrowacademy.org

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

Leadership Education Foundation dba Arrow Academy

By: Rico Sedeno

Title: Director of Operations

VENDED MEAL SERVICES

PROPOSALS DUE: May 18, 2026 by 1:00 p.m.
VENDOR NOTIFIED & CONTRACT AWARDED: July 1, 2026
SERVICE START DATE: August 11, 2026

INSTRUCTIONS TO VENDORS

1. At any time prior to the specified time and date set for proposal opening, a vendor (**Note:** or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal and return it.
3. All responsive proposals shall include the expectations of this RFP.
4. Late proposals will not be considered under any circumstances.
5. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
6. Periods of time, stated as number of days, are calendar days.
7. It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
8. Awards shall be made with reasonable promptness to the vendor(s) whose proposal(s) will be the most advantageous to LEF. Award(s) may be made to a vendor other than the low-price proposal.
9. The LEF Board of Directors, notwithstanding any other provision of this Request for Proposal (including all attached documents), expressly reserves the right to:
 - a. Waive any insignificant defect or informality in any proposal procedure.
 - b. Reject any or all proposals.
 - c. Reissue a Request for Proposal.
10. A proposal, in response to a Request for Proposal, is an offer to contract with LEF based upon the terms, conditions, and specifications of this proposal.
11. In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. fax: (833) 256-1665 or (202) 690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

12. The vendor may submit the RFP to provided vended meals to one or multiple campuses listed but must specify which campuses will be serviced. Servicing all campuses is preferable and will factor into the decision-making process.
13. The vendor will be evaluated on pricing and menu of breakfast and lunch but please provide pricing, if capable of providing these services, for snack and supper meals in the event LEF decides to implement these programs.
14. The contract may be awarded to multiple vendors if that is in the best interest of LEF.
15. All questions will be answered through a question and answer document posted to the RFP webpage at arrowacademy.org. All vendors can view this document to ensure all information is accessible by all vendors. The final day for questions to be submitted is Monday May 11, 2026 at 3:00 PM. Please submit questions to Rico Seden at rico.sedeno@arrowacademy.org or 979-703-8820.
16. Complete EXHIBITS A through J.

**REQUEST FOR PROPOSAL
SIGNATURE PAGE**

Proposals will be received until 1:00 P.M. on May 18, 2026 for supplying LEF with vended meal services during the school year of August 11, 2026 through June 30 2027, with options for renewal of the contract not to exceed three additional years, 2027-2028, 2028-2029, 2029-2030. **The contract will be awarded July 1, 2026 and vended meal service will begin August 11, 2026.**

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

Arrow Academy
Attn: Rico Sedeno
1700 Groesbeck St
Bryan, TX 77803

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

Additional information required to adequately respond to this Request for Proposal may be obtained from the charter school business office 979-703-8820.

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

See attached specifications.

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

COMPANY_____

ADDRESS_____

CITY, STATE, ZIP_____

SIGNATURE_____

TITLE_____

TELEPHONE_____ DATE_____

GENERAL CONDITIONS

- I. Qualifications of Vendor: Each vendor must submit for consideration such records of work and further evidence as may be required by the Board of Directors regarding experience, financial standing, and assurance that they have, or will promptly provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal. The qualification data shall be submitted by each vendor along with the sealed proposal and shall include the information and format as follows:
 - A. Vendor must be incorporated or licensed to do business in the State of Texas.
 - B. The interested party should be familiar with the State and Federal regulations pertaining to operations in a public school setting.
 - C. The vendor must comply with all state, county and city health and sanitation requirements.
 - D. The vendor must comply with USDA regulations requiring a HACCP Food Safety Plan.
 - E. Regarding USDA Donated Foods (Commodities): All contracts must contain provisions that:
 1. Reaffirm the LEF's option to receive USDA donated foods and make them available to the Vended Meals Company including processed donated foods only if those donated foods accrue to the benefit of the charter school nonprofit school food service and are utilized within;
 2. Prohibit the Vended Meal Company from entering into subcontracts for further processing of USDA donated foods on behalf of the charter school;
 3. Prohibit use of USDA donated foods for special functions conducted outside the nonprofit school food service;
 4. Address ordering procedures, proper utilization, storage practices and inventory control;
 5. Specify the method and frequency by which the charter school will be given full value of USDA donated foods. In fixed-price contracts, in order to document the commodity value-pass-through, the contract should specify that the credits or reductions will be indicated on the invoices to the charter school;

6. Specify that the Vended Meals Company accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods;
 7. Require that the Vended Meals Company maintain accurate and complete records with respect to receipt, use/disposition, storage, and inventory of USDA donated foods;
 8. Retain the right to assert claims against other persons to whom USDA donated foods are delivered for care, handling, or distribution and to take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA donated foods.
 9. Require that the Vended Meals Company participate in training sessions conducted at Regional Service Centers annually for changes in program, professional development and upkeep of compliance issues mandated by the National Nutrition Program and the Texas Department of Agriculture.
 10. Vended Meals Company will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
- F. Representatives from the charter school reserve the right to inspect the vendor's facilities at any time during the contract and other food service operations under its management during the procurement process or after award of the contract.
- G. Extent of Food Services Required: A reimbursable lunch and/or a reimbursable breakfast and/or a reimbursable snack and/or a reimbursable supper **delivered** in accordance with U. S. Department of Agriculture, Child Nutrition Programs meal patterns are required. Since LEF participates in the National School Lunch and School Breakfast Program, surplus food commodities are available for use in the lunch and breakfast program, and it is the intent of the charter school that such items **will** be included in menus to the greatest extent possible.
1. Meal Pattern Requirements: Vendor will serve reimbursable meals in accordance with the following meal pattern:

NSLP lunches must meet the regulations outlined in the final rule (77 FR 4088) titled *Nutrition Standards in the National School Lunch and School Breakfast Program* as a result of the *Healthy, Hunger-Free Kids Act in 2010* and the *Current USDA Nutrition Standards for School Meals*. The meal pattern outlined in this rule is food-based and divided into age/grade groups.

The meal pattern focuses on specific nutrient standards: calories, sodium, and saturated and trans-fat.

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

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

The reimbursable meals may be:

- a. Prepared in bulk to be plated and served as each student moves down the serving line.
- b. Prepared and packaged in ready to go containers or trays to be distributed to students in a serving line.

4. The Vended Meals Company will be responsible for providing servers to serve meals to students unless the prepackage option is used or required then no server is required.

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

1. The Charter School shall maintain the premises, equipment, and facilities where meals are served, and shall adhere to the highest standards of cleanliness and sanitary practices to ensure compliance with state and local health and sanitation requirements related to the food service program. Equipment provided by the Charter School will be a 4-5 well steamtable and milk cooler.
2. The Vended Meals Company shall maintain the premises, equipment, and facilities where meals are prepared, and shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the food.

I. Utilities

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

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

1. The charter school will compile all information required to complete and process reimbursement claims for meals served.
2. The charter school shall maintain the records required to substantiate free and reduced-price meals.

K. Contract

1. Vendor may make recommendations to the charter school regarding the quality, extent and general nature of the food service operation and the prices to be charged for meals and other food; but the charter school will retain control over such aspects of the food service operation and shall have the right to make the final decisions regarding such matters.
2. The contract will be a one-year contract with three one-year renewal options. A 60-day cancellation clause on the part of the Charter School will be included. The vendor can cancel with notice of 60-days at the end of the school year.
3. The contract will be kept on file in accordance with the State of Texas record retention requirements for review by the Texas Department of Agriculture and other appropriate state and federal agencies.
4. The vendor will have total responsibility to ensure compliance with the regulations set forth by the Food and Nutrition Service of the United States Department of Agriculture and the Texas Department of Agriculture. In addition, performance under the contract must meet all state and local regulations.
5. No payment shall be made for meals that are spoiled or unwholesome at time of service, do not meet the specifications developed by the charter school, or do not otherwise meet the requirements of the agreement, if any, entered into pursuant to this proposal; provided however, that no deduction shall be made unless the charter school shall give the vendor written notification of the meal service for which the deduction is to be made, specifying the number of meals for which the charter school intends to deduct payment and setting forth the reasons for the deduction. The Charter School shall provide such notice not later than 5 days after the date the meal was served. The vendor shall prepare and store at proper temperatures a sample meal for each meal served at the charter school for the number of days chosen for the written notification period to serve as documentation of these criteria.
6. If any invoices presented for payment that are not paid within the number of days specified in the contract, the charges from the invoice may be subject to a late fee, the terms must be outlined in the contract. Any late fees must be paid from the General Fund. **The contract must state that no food service account funds shall be used for payment of interest or late fees.** Interest charged to the charter school by a vendor for late payment of invoices cannot exceed one percent of the balances of the invoice due, per month, as stipulated by state law.
7. In the event of a breach of the agreement, if any, entered into pursuant to this proposal by either the charter school or vendor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within

which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this agreement by giving the breaching party thirty (30) days written notice of its intention to terminate.

8. The term of the contract must coincide with the school calendar year.

L. Additional Terms

1. This Vendor shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan, issued in compliance with the Energy Policy and Conservation Act Public Law 94-163, 89 Statute 871.
2. The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U. S. C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation (40 CFR Part 15) for agreements in excess of the amount of \$100,000.
3. The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to Sections 103 and 107 of the Agreement, Work Hours and Safety Standards Act (40 U. S. C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
5. The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

All services provided must align with the current USDA Nondiscrimination Statement, which is incorporated by reference into this agreement.

6. The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to all applicable patent rights, copyright, and rights laws.
7. The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to Section 6002 as amended by the Resource Conservation and Recovery Act, requiring contractors to maximize energy and resource recovery by using recycled materials and/or recycling waste products when reasonable, cost appropriate, and available.

8. The Vendor agrees take necessary affirmative steps to procure from minority firms, women's business enterprises, and labor surplus area firms whenever possible.
9. **Buy American Compliance.** The Vendor shall comply with the Buy American provision for all foods and food products supplied under this solicitation and any resulting contract for the National School Lunch Program and School Breakfast Program. To the maximum extent practicable, the Vendor shall provide only domestic commodities or domestic food products, as those terms are defined by applicable federal law and USDA regulations.
 - a. The Vendor shall certify its compliance with Buy American requirements and shall disclose to Arrow Academy, in writing and in advance of service, any proposed non-domestic food item. For each non-domestic food item proposed or furnished, the Vendor must document the specific allowable exception, including whether the item is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality in the United States, or whether competitive bids reveal the cost of a domestic product is significantly higher than that of a non-domestic product, or other applicable USDA-authorized exception.
 - b. The Vendor shall provide all records, certifications, product origin documentation, and exception documentation reasonably requested by Arrow Academy to support compliance monitoring, procurement file documentation, review preparation, and record retention requirements. The Vendor shall also cooperate fully with Arrow Academy in tracking non-domestic commercial food purchases and in demonstrating compliance with any applicable annual limitation on such purchases, including the 10 percent cap applicable in School Year 2026–2027, and beginning July 1, 2028, the non-domestic commercial food purchase cap is 8%, unless an approved accommodation applies.
 - c. Failure to comply with this provision, including failure to provide timely disclosure or supporting documentation, shall constitute a material breach of the contract and may result in rejection of product, nonpayment for noncompliant items, corrective action, or contract termination in accordance with the contract terms.

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

SPECIFICATIONS

- I. Scope: Vendor shall provide breakfast, lunch, and possibly snack services in accordance with this Request for Proposal of LEF including all present schools, plus any schools or campuses to be added during the course of the contract.
 - A. The purpose of the Request for Proposal is to obtain complete data, from each interested vendor, to be considered in the award of the vended meals contract for the food service program to enable LEF to determine which vendor is best able to meet the criteria of the charter school. Each interested vendor shall furnish as part of this proposal a complete general description of experience in the field of food service and School Lunch Breakfast and Snack Programs. Included shall be the following:
 1. Name and address of the vending company.
 2. Documentation of licensure to do business in the State of Texas.
 3. Documentation of incorporation.
 4. Copies of last two health inspections for production facility.
 5. The duration and extent of experience in the operation of school lunch breakfast and snack services, or other federal programs.
 6. A complete list of Texas public schools and locations where the vendor is currently operating school lunch breakfast and snack programs. Give name and address, length of service, a contact name and telephone number of a contact person for each school district and/or charter school.
 7. List Texas school districts and/or charter schools and private schools where vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons why.
 8. General Comprehensive Liability Insurance and Product Liability Insurance must be provided in accordance with specifications of the charter school.
 9. Documentation of size and structure of the company with the qualifications of key vendor supervisory and support personnel.
 10. All statements submitted by the vendor are required to be complete and accurate.
 11. Other such information as the interested vendor deems pertinent for consideration by the charter school shall be provided.

B. Vendor's Fees

The charge to the charter school for the vendor's per-meal fee is to be clearly identified in the proposal as a total cost per meal for breakfast and a total cost per meal for lunch (Exhibit F). The per-meal fee will include all vendor costs incorporated into that fee. If fees are to increase during the four-year procurement period, then all fees for all years of the procurement period must be stated in the vendor's proposal to and contract with the charter school. If fees are to be benchmarked against an index, such as the Consumer Price Index (CPI), the index and specific sub-index to be used must be stated in the vendor proposal and the contract. A copy of a 20-day lunch menu and 20-day breakfast menu is required (Exhibit E), and should be used as a basis for projecting meal costs. LEF encourages vendors to provide as healthy a meal as possible within the funding constraints of the budget.

Invoices should be submitted to LEF on a monthly basis on net 30 terms.

Arrow Academy target rates to approximately \$2.65–\$2.85 for breakfast and \$4.25–\$4.50 for lunch. This menu should be used the first 20 days of operation; thereafter, it may be changed with the approval of the charter school.

C. Evaluation of Proposals

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

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

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

2. The charter school reserves the right to approve the selection of any of the vendor's employees assigned to work in the charter school. All employees working within the school environment are required to have criminal history reports conducted as outlined in 19 TAC 153.1117 and TEC 22.0834.
3. The charter school shall retain responsibility for determining student meal prices.

SAMPLE EVALUATION WORKSHEET

The evaluation of proposals will be based on the following criteria and scored in the following manner:

I. Mandatory Criteria

Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria. The proposing vendor:

- A. Must be properly incorporated or licensed to do business in the State of Texas.
- B. Must be capable of managing food service operations on a contract basis.
- C. Must not have a record of substandard work.
- D. Must submit a completed proposal.

II. Evaluation Matrix

Vended Meal Evaluation Matrix	
Criteria	Maximum Score
Financial projection of breakfast and lunch meals	30
Financial projection of snack and supper meals	5
NSLP vended meal experience	10
Vendor ability to accurately calculate and complete food service production records and nutrient analysis	10
Qualifications of key vendor personnel and supervisory and other support personnel	5
Experience and track record in NSLP audits with the Texas Department of Agriculture	5
Ability to use USDA commodities and properly reimburse for the commodities	5
Food production system	5
Sanitation, HACCP, and safety programs	5
Menu development and healthy food options	5
Recordkeeping (Billing, food production records, & nutrition labels)	5
Ability to meet the needs of Arrow Academy campuses	5
Ability to service all campuses	5
Total Possible Points	100

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract

(1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$250,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub-grantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

EXHIBIT A (Continued)

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is "suspended".

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

EXHIBIT A (Continued)

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Name of Business (Contractor)	Vendor ID No. or Social Security No.
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- (1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

Signed

Subscribed and sworn before me this _____ day of _____, _____.

Notary Public (or Clerk or Judge)

My commission expires _____

Certification Regarding Lobbying

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

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

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

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

EXHIBIT C (Continued)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by
OMB
0348-
0046

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

EXHIBIT C (Continued)

PROCUREMENT

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

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

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-award include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1.). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action. (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

EXHIBIT C (Continued)

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

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

RESIDENT/NONRESIDENT BIDDER'S CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

"Nonresident bidder" means a bidder who is not a resident.

Section 2252.001(4)

"Resident bidder" means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)

Signature of Authorized Company _____

Official: Name of Authorized _____

Company Official:



I certify that _____ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: _____

Signature of Authorized Company _____

Official: Name of Authorized

Company Official:

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor or the vendor's ultimate parent company or majority owner employ at least 500 persons in Texas? Yes ____ No ____

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school must give advanced notice to the school 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.”

Subsection (b) states “a school school may terminate a contract with a person or business only if the school determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in a conviction. The school must compensate the person or business entity for services performed before the termination of the contract.”

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

Vendor’s Name:_____

Authorized Company Official’s Name (Printed):_____

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:_____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official:_____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):_____

Details of Conviction(s):_____

Signature of Company Official:_____

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
For vendor or other person doing business with local governmental

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or

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

 Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

4

 Signature of person doing business with the governmental entity

 Date

EXHIBIT G

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

Item 1: The total anticipated enrollment in Houston area schools in year 1 will be approximately 350 students and enrollment at the Bryan, TX campus is expected to be 140 students. For years two through four, more centers may be added to the Houston area and more students may be added to the campuses.

Item 2: Projected Year 1 Enrollment by Campus and Campus Location for Delivery

Arrow Academy Centers:

Liberation Academy

11600 West Airport
Meadows Place, TX 77477
Projected Enrollment: 230 students
Participation Breakfast: 60%
Participation Lunch: 80%

Harvest Preparatory Academy

17770 Imperial Valley Drive
Houston, TX 77060
Projected Enrollment: 120 students
Participation Breakfast: 50%
Participation Lunch: 80%

SOS Center

1700 Groesbeck Street
Bryan, TX 77803
Projected Enrollment: 140 students
Participation Breakfast: 65%
Participation Lunch: 90%

EXHIBIT G (Continued)

- Item 3: Each location has a serving area to serve and warm food and may be inspected by the Vendor with prior approval. The minimum equipment provided for use by the Vendor is a 4-5 tray steam table and a milk cooler with a 16-crate capacity. In the case of the Harvest locations walk in coolers are available for use.
- Item 4: Meal Times: It is anticipated a time range between 7:30-8:30 will be the time for serving breakfast and 11:00-1:00 for lunch. These times may vary with agreement on schedules between centers to accommodate the selected Vendor and center time schedules.
- Item 5: Delivery is expected as part of this RFP for all interested vendors
- Item 6: Each center will have a designee to oversee the flow, meal counts, quality and operations of the lunch program from the site. The site does not provide the set up or the serving of the meals.
- Item 7: Meal Prices: Target to approximately \$2.65–\$2.85 for breakfast and \$4.25–\$4.50 for lunch and provide a tier system of menu to price as desired for a 20-day lunch and 20-day breakfast menu.
- Item 8: School is tentatively scheduled to begin on August 11, 2026 for first day of meal service.
- Item 9: Arrow Academy's USDA Foods allotment for the upcoming school year is estimated at approximately \$30,000, subject to final Texas Department of Agriculture entitlement calculations based on prior-year reimbursable meals.
- Item 10: Any substitutions to the menu should be approved by the Arrow Academy Director of Nutrition 14 days before service.
- Item 11: Leftovers are not to be stored on the school campus. Leftovers should either be returned to the production facility for re-use or disposed of.
- Item 12: LEF requires the vendor to produce and maintain the following records: Production Records, CN and Nutrition Labels, Recipes, Nutritional Records.
- Item 13: LEF will notify the vendor 14 days in advance of any required menu changes or changes in students' regular schedule (ex. early release and field trips).

Item14: LEF will submit meal counts for the upcoming week by Wednesday the preceding week for example meal counts would be submitted on Wednesday the 5th for the week of the 10th-15th.

Item 15: Potential Additional Campus – Greater Houston Area

LEF/Arrow Academy may add a potential third Houston-area campus in the Greater Houston area during the contract term. This potential campus is included for planning purposes only and does not guarantee that meal service will be required at that location. Vendors should indicate whether they have the capacity to provide vended meal services to an additional Houston-area campus, including breakfast, lunch, and any optional snack or supper services, if enrollment and program needs support the addition of the campus. Final meal service at any additional campus will be subject to actual enrollment, operational need, funding availability, and written approval by LEF/Arrow Academy.

EXHIBIT H

Menu Cycle for National School Lunch Program

Attach a sample 20-day cycle lunch menu.
This menu must be used for the first 20-day cycle of the new school year.

2026-2027 School Year

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20

EXHIBIT H (Continued)

Menu Cycle for School Breakfast Program

Attach a sample 20-day cycle breakfast menu.
This menu must be used for the first 20-day cycle of the new school year.

2026-2027 School Year

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20

SAMPLE AGREEMENT FOR VENDED MEALS

This Agreement, dated July 1, 2026 between Arrow Academy Charter School, hereinafter referred to as the School and __, hereinafter referred to as the Vendor, authorizes the vendor to provide food service as follows effective as of July 1, 2026 through June 30, 2027, for the first term, in accordance with the following conditions:

I. Meal Requirements and Meal Services

- A. The Vendor will provide the school lunch and breakfast during the school days.
- B. Meals will be available in bulk form prepared off site. Any required food components delivered in bulk form shall be accompanied by written instructions regarding the planned portion size to be served of each food component needed to meet the appropriate meal pattern requirements.
- C. All meals provided by the vendor shall comply with the meal pattern requirements of the National School Lunch Program/School Breakfast Program (NSLP/SBP) meal planning regulations. The menu planning system used by the School is Traditional Food Based. Offer vs. Serve (OVS) is implemented where required by program regulation and may be offered to students in grades six (6) and under as requested by the School in accordance with the NSLP/SBP Policy Statement.
- D. The Vendor will prepare meals which accommodate the special dietary needs of children as identified. These meals will be negotiated on an as-needed basis.
- E. No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet the specifications developed by the School, or do not otherwise meet the requirements of the agreement; however, provided that no deduction shall be made unless School shall give the Vendor written notification of the meal service for which the deduction is to be made, specifying the number of meals for which the School intends to deduct payment and setting forth the reasons for the deduction. The School shall provide such notice no later than 5 days after the date the meal was served. The Vendor shall prepare and store at proper temperatures a sample meal for each meal served at the district for the number of days chosen for the written notification period, to serve as documentation of these criteria.
- F. The School will retain responsibility for the oversight and management

of the NSLP/SBP and the school food service operation, including processing the School's free and reduced-price meal applications and submitting claims for reimbursement to the Texas Department of Agriculture. *The School is responsible* for any reimbursement over-claims resulting from improperly categorized applications and/or meal counting errors.

- G. The Vendor will be responsible for providing one employee for the service of breakfast and lunch at the School. If additional servers are necessary to accommodate lunch schedules, they shall be supplied by the School at the expense of the School. Cashier Service will be provided by the School. Clean up of the kitchen before and after the meal service will be the responsibility of the Vendor. Clean up of the cafeteria after the meal service will be the responsibility of the School.
- H. The Vendor must provide a contact person to be accessible within a maximum of 1 hour from drop time and serving time if any problems arise: i.e., meals not meeting requirements, food not prepared to specifications, insufficient number of servings/meals, so that missing components/meals shorted may be delivered before serving time.
- I. The Vendor will develop the menus for each meal. All menus developed by the Vendor are subject to approval from the School before preparation/delivery. Menus should be available for review at least 2 weeks prior to the month the menu is to be served. Alternate menus/choices may be recommended by the School. Menus may be changed only with the approval of the School.
- J. The Vendor must not engage subcontractors to perform any services on-site at the School facilities without the prior written approval of the School.
- K. USDA Donated Foods/Commodities: The School will make commodities available for use by the Vendor. The School will make processed commodities available for use by the Vendor.
 - 1. All USDA Donated Foods will accrue to the benefit of the School nonprofit school food service program and will be utilized within;
 - 2. The Vendor is prohibited from entering into any subcontracts for further processing of USDA Donated Foods on behalf of the School;
 - 3. USDA Donated Foods are prohibited from use for any special functions conducted outside the nonprofit school food service program;
 - 4. The Vendor may consult with the School for ordering commodities in order to maximize the benefits to the nonprofit school food service program;

5. The School will ensure the proper utilization, storage practices and inventory controls necessary to maintain USDA Donated Foods for maximum benefit to the nonprofit school food service program;
6. The School will be given full value for USDA Donated Foods received and provided to the Vendor. The Vendor will issue credits on each invoice for payment of commodities received from the School;
7. The Vendor accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Donated Foods;
8. The School will have a representative present to receive commodity deliveries and retain all documentation for the deliveries;
9. The School retains the right to assert claims against other persons to whom USDA Donated Foods are delivered for care, handling or distribution and to take action to obtain restitution in connection with claims for improper distribution, use, loss of, or damage to USDA Donated Foods.

II. Ordering and Delivery of Meals

- A. The breakfast and lunch meal service will be delivered by the Vendor to the School sites. Please see Attachment, "Delivery and Service Schedule," for a summary of campus locations, contact names, estimated enrollment and meal service times by campus.
- B. The School shall provide the Vendor with a calendar of the days meals are required
- C. Meals will be delivered approximately 30 minutes before service time in bulk food safe containers. Hot food will be transported in warmers and cold food will be delivered on ice to ensure proper temperature holding.
- D. The District/Charter School must provide the Vendor with 5 business days advance notice of any change in the number of meals needed.
- E. The Vendor is responsible for cleaning transport containers after the meal service. The Vendor shall pick-up the food containers on the same day.
- F. The Vendor is responsible for providing the agreed-upon meal service(s) each day the School is in session.
- G. A designee of the School must sign the receiving production record and verify the meal delivered is the meal documented on the

production record.

III. Health and Sanitation

- A. The School and the Vendor agree that State and local health and sanitation requirements will be met at all times.
- B. A HACCP Food Safety Plan must be implemented and documentation provided to the School.
- C. All food will be properly stored, prepared, packaged, and transported at appropriate temperatures and free of contamination, in accordance with State and local health and sanitation requirements.
- D. Food handlers must be certified according to State and/or local health and sanitation requirements.
- E. Food items identified as perishable according to State and/or local health and sanitation requirements and which are left over from the School meal service must be managed in accordance with the School's approved HACCP plan with the Vendor.
- F. Vendor shall permit inspection by representatives from the School of the Vendor's facilities at any time during the agreement period.

IV. Equipment and Utensils

- A. The School shall furnish and be responsible for repairs and maintenance for the following equipment: milk coolers and steam tables. Any equipment that is not installed by vendor is the responsibility of The School.
- B. The Vendor shall provide and be responsible for all other equipment and utensils required to specifications of this contract.

V. Employees

- A. The Vendor shall be an independent contractor and not an employee of the School. Employees and/or contractors of the Vendor shall not be considered to be employees of the School.
- B. The Vendor shall be solely responsible for selecting, hiring, training, supervising and managing its employees and contractors required to provide the food and services as required in this Agreement.
- C. The Vendor shall comply with all Federal and State law regarding wages, hours of employment, and taxes for its employees and shall provide Worker's Compensation insurance for its employees.

- D. The Vendor shall instruct its employees to abide by the policies, rules and regulations with respect to use of School premises as established by the School and furnished in writing to the Vendor.
- E. The Vendor shall require all the Vendor's employees assigned to the school to undergo a criminal history reports conducted as outlined in 19 TAC 153.1117 and TEC 22.0834, and shall provide School with a copy of each criminal background report upon request. The School reserves the right to refuse access to School property to any of the Vendor's employees based on said employee's background report.

VI. Recordkeeping

- A. The School agrees to maintain all records applicable to their responsibilities in this agreement for a period of five years from the end of this agreement period or longer as needed until all audit findings, claims, or litigation issues have been resolved. These records include but are not limited to meal counts, menus, food purchases, meal production records, recipes, nutrient information, and use of USDA Donated Foods, if applicable.
- B. The School prepares and submits the monthly claim for reimbursement. The School prepares and maintains participant applications and eligibility records, attendance reports and meal counts in accordance with program requirements. The School completes and maintains the program meal records based upon the documentation provided daily on the written site production record accompanying the meals provided by the Vendor.
- C. The Vendor, under School supervision and approval, maintains menus and production records for meals prepared, nutrient information, documentation on processed products (Child Nutrition labels or product formulary), inventory of all USDA Donated Foods, and recipes in accordance with the Texas Department of Agriculture Child Nutrition Programs Administrative Reference Manual. The Vendor must provide these records to the designated School location upon request for audit by the appropriate federal, state and local government agency.
- D. The Vendor must provide a written description on each site production record regarding the meals prepared; including the amount prepared, the contribution toward each component, recommended serving portion and the number of meals prepared.
- E. The School and Vendor agree that the books and records pertaining to the School food service program under the NSLP/SBP will be made available upon request to representatives of the Texas State Health Services, Texas Department of Agriculture, Food and Nutrition Service - USDA, and the United States General Accounting Office at any reasonable time and place or other governmental agencies.

VII. Fees/Charges for Meals

- A. The payment from the School for meals provided by the Vendor is based upon the total cost per meal.
- B. The School agrees to pay the Vendor for meals provided according to the following schedule:
Breakfast: \$X.XX per
meal Lunch: \$X.XX per
meal
Commodity Discount Structure: Monthly reimbursement on value of commodities delivered during that month.

These prices include delivery and the service of the meal.

- C. **Counting.** Vendor will invoice the numbers of lunch and breakfast ordered by the school. If vendor serves more than ordered number of meals, then invoiced number would be the counted number agreed both by vendor personnel and the school personnel.
- D. Vendor invoices will be presented to the School for payment for the date periods of the 1st-31st of every month. Invoices will be paid by the School on net 30 day terms from the date of invoice.
- E. The Vendor reserves the right to assess a finance charge of 1.5% of the balance of the invoice due, per month, as stipulated by State law, on invoices not paid within 20 days of the date of invoice until such amounts are paid in full. No school food service account funds shall be used for payment of interest or late fees.
- F. To ensure timely payment, invoices will be mailed to: Arrow Academy
P.O. Box 12207
College Station, TX 77842

Payments are to be

remitted to:

VIII. Non-performance or Cancellation Rights

- A. Either party may cancel this Agreement with sixty days written notice.
- B. This Agreement may be canceled immediately if the School determines that the Vendor's meal preparation facilities do not meet the health and sanitation requirements of the State and/or local health department.

- C. In the event of a breach of the agreement, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by giving the breaching party thirty (30) days written notice of its intention to terminate.
- D. This Agreement shall terminate in the event sufficient funds shall not be appropriated or made available for funding the operations of the School District/Charter School.

IX. Renewal Option

Both parties have the option to renew this agreement for one year, each of the three consecutive years immediately following the first year of this agreement (July 1, 2026- June 30, 2027), provided there is no significant change in scope of services, value of the agreement or purpose from this current agreement.

X. Additional Terms

- A. The Vendor shall provide the School with a copy of the Vendor's comprehensive liability insurance certificate, including the product liability insurance certificate demonstrating that the Vendor is adequately insured against injury to the Vendor's employees and to any participants in the meal service provided through this agreement who may incur loss or injury as a result of the acts of the Vendor or the Vendor's employees.
- B. This agreement shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan, issued in compliance with the Energy Policy and Conservation Act Public Law 94-163, 89 Statute 871.
- C. The School and Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U. S. C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation (40 CFR Part 15) for agreements in excess of the amount of \$100,000.
- D. The School and Vendor shall comply with all applicable standards, orders or regulations issued pursuant to Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

- E. The School and Vendor shall comply with all applicable standards, orders or regulations issued pursuant to Sections 103 and 107 of the Agreement, Work Hours and Safety Standards Act (40 U. S. C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- F. The School and Vendor shall comply with all applicable standards, orders or regulations issued pursuant to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- G. The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to all applicable patent rights, copyright, and rights laws.
- H. The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to Section 6002 as amended by the Resource Conservation and Recovery Act, requiring contractors to maximize energy and resource recovery by using recycled materials and/or recycling waste products when reasonable, cost appropriate, and available.
- I. The Vendor agrees take necessary affirmative steps to procure from minority firms, women’s business enterprises, and labor surplus area firms whenever possible.
- J. Buy American Compliance. Vendor shall comply with all current USDA Buy American requirements for foods and food products furnished under this RFP and any resulting contract. Vendor shall certify compliance; disclose in writing, before service, any non-domestic item; document the applicable exception for each such item; provide all records needed by Arrow Academy for compliance, monitoring, and retention purposes; and cooperate with Arrow Academy in tracking and demonstrating compliance with the applicable annual cap on non-domestic food purchases.
- K. The School and Vendor agree that any silence, absence or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the School is to be used.

- L. The Vendor agrees to hold harmless, defend and indemnify the School from and against any claims, actions, costs, losses, damages or liability for injury arising out of their negligent or intentional acts or omissions or those of their respective officers, employees or agents pursuant to this Agreement.

XI. Signature

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

Arrow Academy Charter School

Audrey Sanders, its
Superintendent

Date

Date