CRISTO REY JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

Request for Proposal (RFP) School Breakfast Program and National School Lunch Program (NSLP) Vended Meals

Overview

Issued by: Cristo Rey Jesuit College Preparatory School of Houston
Issue Date: June 12, 2026
Questions Due: June 26, 2026
Proposal Due Date: July 10, 2026
Evaluation Period: July 13-July 17, 2026
Contract Start Date: August 12, 2026
Contract End Date: May 31, 2027

Introduction

Cristo Rey Jesuit College Preparatory School of Houston (hereinafter "the School") is soliciting competitive proposals from qualified Food Service Vendors to provide freshly prepared vended meals in compliance with the United States Department of Agriculture (USDA) and the Texas Department of Agriculture (TDA) regulations for the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in accordance with:

- USDA regulations (7 CFR Parts 210 and 220)
- Uniform Guidance (2 CFR Part 200)
- Texas Department of Agriculture (TDA) Administrative Reference Manual (ARM), Section 17b
- All applicable federal, state, and local health and safety requirements

The School seeks a vendor capable of delivering fresh, wholesome, and domestically sourced meals that meet or exceed USDA standards and Buy American requirements.

Procurement Method

This procurement is conducted as a Request for Proposals (RFP).

- Award shall be made to the most responsible and responsive offeror whose proposal is determined to be most advantageous to the program, with price as the primary consideration along with other evaluation factors.
- The resulting contract will be a Firm Fixed-Price Contract.
- Cost-plus and cost-plus-percentage-of-cost pricing structures are strictly prohibited.
- The School reserves the right to:
    - Reject any or all proposals
    - Waive informalities
    - Re-advertise the solicitation
    - Make an award in the best interest of the program

Scope of Work

The selected vendor shall:

- Provide breakfast and lunch meals that meet USDA and TDA meal pattern and nutrition requirements.
- Ensure meals are freshly prepared daily and delivered to Cristo Rey Jesuit College Preparatory School of Houston, 6700 Mt. Carmel St. Houston, TX 77087.
- Ensure meals are freshly prepared daily.
- Maintain all required sanitation, safety, and temperature control standards during preparation and delivery.
- Pre-prepped, canned, or frozen meals are prohibited.
- Supply all necessary service items, including condiments, utensils, napkins, and related service items.
- Supply monthly menus to the School's Director of Operations & Facilities for review and approval prior to implementation.
- Comply with 2 CFR Part 200 and TDA Administrative Reference Manual (ARM) Section 17b, maintaining accurate records for a minimum of five (5) years.
- Maintain all required staffing, licensing, and insurance for safe and compliant food preparation delivery.

Food and Ingredient Specifications
All meals must be prepared from scratch using fresh, domestically sourced ingredients. Pre-prepped, canned, or frozen meals are not permitted. Fruits and vegetables must be U.S. grown, and all proteins, grains, and dairy must be produced and processed in the United States. When a U.S. grown product is unavailable, documentation must demonstrate compliance with the Buy American exception process outlined in USDA and TDA guidance.

Any non-domestic product must: meet USDA Buy American exception requirements and include written documentation of domestic unavailability and sourcing efforts.

Buy American Provision
In accordance with 7 CFR 210.21(d) and TDA ARM Section 17b, the Vendor must certify that all food components are of U.S. origin. Exceptions require written documentation showing that the product is not available domestically and that reasonable efforts were made to source a U.S. alternative.

Vendor Qualifications
Vendors must:

- Demonstrate experience providing meals under the NSLP, SBP, or similar federally regulated child nutrition programs.
- Operate from a licensed commercial kitchen that meets all state and local health and safety standards.
- Provide proof of liability insurance with a minimum limit of $1,000,000 per occurrence.
- Include copies of current licenses, certifications, and health inspection reports.
- Have the capacity to meet the School's daily meal requirements for approximately 500 students.

Proposal Submission Requirements
Each proposal must include the following documentation and information:

1. Company Profile and Experience: Summary of the organization's background, qualifications, and experience with NSLP or similar programs.
2. Sample 21-day Cycle Menu: Demonstrating compliance with USDA meal pattern requirements.
3. Pricing: Fixed price per meal type (breakfast and lunch).
4. Delivery Plan: Schedule, packaging, and temperature control procedures.
5. References: Contact information for at least three (3) school-based clients currently or recently served.
6. Health and Safety Documentation: Current health inspection report and all required food service licenses.
7. Insurance Documentation: Certificate of Liability Insurance meeting the stated coverage limits.

Evaluation Criteria

Proposals will be evaluated based on the following weighted criteria:

Criteria	**Possible Points**
K-12 Experience in the NSLP	10
References	10
Ability to Deliver Reimbursable Meals	15
Menu Appeal/Food Tasting	30
Cost	35
Total Possible Points	**100**

Contract Terms

- Contract term: August 12, 2026 – May 31, 2027
- Renewable for up to four (4) additional one-year terms upon mutual agreement
- Pricing shall remain firm fixed for the contract term unless otherwise stated
- Contract may be terminated for:
    - Nonperformance
    - Regulatory noncompliance
    - Failure to meet delivery or food safety standards

Procurement Method

The resulting agreement will be a Firm Fixed-Price Contract for the period January 1, 2026, through December 31, 2026. The contract may be renewed for up to four (4) additional one-year terms upon mutual agreement. Cost-plus or cost-plus-percentage contracts are prohibited under federal procurement regulations.

Timeline

RFP Issued: June 12, 2026
Questions Due: June 26, 2026
Proposals Due: July 10, 2026
Evaluation: July 12-July 17, 2026
Contract Start Date: August 12, 2026
Contract End Date: May 31, 2027

Submission Instructions

Submit proposals electronically to:
Rogelio Mendoza, Director of Operations & Facilities
Cristo ReyJesuit College Preparatory School of Houston
rmendoza@cristoreyjesuit.org
281-501-1298

Optional Hard Copy Delivery:
Cristo ReyJesuit College Preparatory School of Houston
6700 Mt. Carmel St.
Houston, TX 77087

Terms & Conditions

This RFP does not obligate Cristo Rey Jesuit College Preparatory School of Houston to award a contract or reimburse any costs incurred in proposal preparation or submission. The School reserves the right to reject any or all proposals, waive informalities, or negotiate modifications to ensure compliance with program requirements. The School will award the contract to the responsible and responsive Vendor whose proposal best meets the needs of the program, price, and regulatory compliance.

Notice

Notice is hereby given that Cristo Rey Jesuit College Preparatory School of Houston intends to examine methods to provide vended meals to students for its campus. Contract pricing for meals and services provided by Vendor to the School shall be based on a fixed fee model.

No offer of intent to enter into a contract with any party for vended food service should be construed from this legal notice. The School will enter into a contract for services only if, in the sole opinion of the School, it is in the School' best interest to do so.

All costs involved in submitting proposals to the School or alternatives to any current food service program shall be borne in full by the interested party and should be included in a total price for each meal. A copy of the Request for Proposal can be obtained on the school website: https://www.cristoreyjesuit.org/. Questions can be directed to Rogelio Mendoza, Director of Operations and Facilities, rmendoza@cristoreyjesuit.org.

The School reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the School. The School further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that the School determines not to be in the best interest of the School. This Request for Proposal is issued pursuant to 2 C.F.R. 200.320(d).

Instructions to Vendors

1. At any time prior to the specified time and date set for proposal opening, as set forth above, a Vendor, or a designated representative may withdraw a submitted proposal by submitting a request in writing to Rogelio Mendoza at rmendoza@cristoreyjesuit.org.
2. The Vendor representative must sign the Request for Proposal (RFP) Signature Page and return it in the proposal package.
3. All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. Proposals are to arrive at Cristo Rey Jesuit College Preparatory School of Houston in a sealed envelope no later than **July 10, 2026, by 1:00 PM CST.** "Proposal for Vended Meals" shall be marked on the outside of the envelope, and it shall be addressed to: Rogelio Mendoza, 6700 Mt. Carmel St. Houston, TX 77087. Proposals must be submitted in sufficient time to be received and date/time stamped at Cristo Rey Jesuit on or before the published deadline date and time shown on the RFP.
5. Please submit one (1) paper copy of the proposal, plus an electronic copy via email to Rogelio Mendoza (rmendoza@cristoreyjesuit.org) by the submission deadline.
6. Late electronic proposal submissions will not be considered under any circumstances. Hard copy proposal submissions will not be considered if postmarked after the deadline date and time as specified in the RFP. All late proposals shall be returned to the appropriate Vendor unopened.
7. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals. Periods of time, stated as the number of days, are calendar days.
8. 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.
9. Awards, if any, shall be made with reasonable promptness to the Vendor(s) whose proposal(s) in accordance with the Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to the School. The award(s) may be made on the basis of factors other than the lowest price proposal.
10. Notwithstanding any other provision of this Request for Proposal (including all attached documents), the School expressly reserve 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.
11. A proposal, in response to a Request for Proposal, is an offer to contract with the School based upon the terms, conditions, and specifications of this proposal.
12. Each Vendor shall guarantee to the School that the proposal submitted and the price offered by the Vendor shall remain firm for a period not less than 60 days from the deadline for proposals to be submitted.
13. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST Cristo Rey Jesuit College Preparatory School of Houston, AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

14. All questions must be submitted in writing to Rogelio Mendoza, rmendoza@cristoreyjesuit.org are due no later than **June 26, 2026, by 1:00 PM CST.**
15. If a responsible, prospective Vendor does not agree with the award, they may have the right to protest. Please see Appendix B for the School's Bid Protest Procedures.
16. Contract Award: Written notice of award mailed or otherwise furnished to the successful Vendor results in a binding contract without further action required by either party. The School reserves the right to tender its own contract for products or services. The School 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. If the School is willing to consider or needs a contract draft tender from Respondent, the School will request this from the Respondent, but contract terms must be consistent with this RFP and the School's standard terms and conditions. Where there is any conflict, this RFP and the School's standard terms and conditions shall control.

Specific Terms and Conditions:

I. Qualifications of Vendor: Each Vendor must submit for consideration such records of work and further evidence as may be required by the School regarding experience, financial standing, and assurance that they have, or promptly will 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 or termination of the contract if after award is made. The qualification data shall be submitted by each Vendor along with the 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. Vendor must be in good standing with the State of Texas.
b. The Vendor interested in submitting a proposal and providing services to the School under contract should be familiar with the State and federal laws and regulations pertaining to operations in a public and/or private school setting and vended meal services under the federal lunch and breakfast program, and seamless summer option. Vendor must agree to comply with all applicable State and federal laws, regulations, rules, and executive orders.
c. The Vendor must have working knowledge of and be in compliance with all State, county, and city health and sanitation requirements.
d. The Vendor should be presently operating a comparable, successful school lunch and breakfast program, and seamless summer option in a public and/or private school setting that confirms to USDA and TDA meal requirements.
e. The Vendor shall execute an authorization to permit the School to obtain criminal history records on any employee, agent, representative, volunteer, applicant for employment, or other person associated with the Vendor who will perform duties on the School' property or other location where the 'School students are regularly present. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the Vendor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the School. The Vendor shall certify that it will ensure that this requirement is met.
f. The Vendor must not be indebted to the School.

II. General Provisions:

a. Food Preparation Facilities: Representatives from the School reserve the right to inspect the Vendor's facilities at any time during the contract and other food service operations under its management during the procurement process or after award of the contract. The Vendor(s) shall make its food preparation facilities available for inspection by USDA, TDA, the School or any other state or local governmental agency with jurisdictional authority.
b. Vehicles and Equipment: The Vendor shall provide all vehicles necessary to transport meals from its food preparation facility(s) to each campus, ensure that the drivers of said vehicles are licensed and its vehicles are adequately insured. The School shall not assume any liability or responsibility for the bidder's failure to meet the requirement set forth in this subsection. Vendor shall indemnify School for any accident involving its vehicles and shall also name School as an additional insured on its insurance policies covering the vehicles.
c. The Vendor shall provide equipment of proper quality and adequate size and in

sufficient quantity as necessary for School to serve meals to students. This includes, but is not necessarily limited to: can openers, food warmers, steam tables, milk coolers, non-disposable scoops and ladles, toasters, microwaves, and all other necessary serving appliances and utensils (paper goods, cutlery, and other non-food items such as hair nets, aprons, and gloves). The Vendor shall loan said equipment to the School at no additional cost. The School shall store said equipment at its campuses during the term of this contract and to clean said equipment daily. The School agrees to be responsible for and to safeguard said equipment. In the event of loss, the School agrees to replace the equipment at cost.

d. Extent of Food Services Required: A reimbursable breakfast and lunch delivered are required to meet Child Nutrition Program requirements, as specified by the U.S. Department of Agriculture. With the participation in the National School Lunch and Breakfast Programs, surplus food commodities are available to use in the breakfast and lunch program – it is the intent of the School that such available items are used through the 21-day menu cycle to the greatest extent possible.
e. Meal Pattern Requirements: In the execution of the contract, the successful Vendor agrees to comply with the regulations set forth in Parts 210 and 220 of Title 7 of the Code of Federal Regulations ("7 CFR") and Part 200 of 2 CFR. Importantly, the successful Vendor agrees to comply with the meal requirements for lunches and afterschool snacks promulgated in 7 CFR §210.10 and the meal requirements for breakfasts set forth in 7 CFR §220.8. Additionally, the successful Vendor agrees to meet or exceed the meal requirements established by the U.S. Department of Agriculture and Texas Department of Agriculture.
f. 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 Programs as a result of the Healthy, Hunger-Free Kids Act in 2010 and the 2010 Dietary Guidelines for Americans. 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.)
g. Meal Supplies: The successful respondent(s) shall provide all forks, spoons, napkins, bowls, plates, cups, caps or hair nets, and serving gloves, all of which shall be disposable items at no additional cost to the School. These items shall be used for the sole purpose of serving meals and snacks to students. The successful respondent(s) shall provide the School with a two-week inventory based upon the average daily meals ordered in the previous month plus adjustments for actual increases to the quantity of meals ordered. The successful respondent(s) and the School agree to use all the non-food items supplied by the Vendor and stored by the School for the sole purpose of meeting menu requirements.
h. The successful respondent(s) and the School agree to use all the food supplied by the Vendor and stored by the Vendor for the sole purpose of meeting menu requirements. This includes, but is not necessarily limited to: bread, dry cereal, jelly, juice, ketchup, peanut butter, mayonnaise, mustard, and salad dressing. The School shall store all items provided by the Vendor above until consumed.
i. Regarding USDA Donated Foods (Commodities): The Vendor shall purchase, to the maximum extent practicable, domestic commodities or products for use in preparation of the meals served under the resulting contract. All contracts must contain provisions that: Prohibit use of USDA donated foods for special functions conducted outside the School

food service; Address ordering procedures, proper utilization, storage practices and inventory control; Specify the method and frequency by which the School will be given full value of USDA donated foods. In fixed-price contracts, to document the commodity value-pass-through, the contract should specify that the credits or reductions will be indicated on the invoices to the School; 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; Require that the Vended Meals Company maintain accurate and complete records with respect to receipt, use/disposition, storage, and inventory of USDA donated foods; 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.

g. The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Texas energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
h. Reimbursable meals will be warmed on-site by designated staff.
i. The reimbursable meals will be cooked and prepared offsite, delivered daily to the School. Utensils, napkins, straws, and condiments shall be included with the per meal pricing.
j. Reimbursable meals will be transported by the Vendor in accordance with state and local sanitation and temperature requirements and delivered to the School at the stipulated times.

III. Recordkeeping

a. The Vendor shall prepare records, such as delivery tickets, necessary for the TX UNPS and shall submit said records to the School on a monthly basis with its invoice.
b. The School will be responsible for maintaining records pertaining to the meal program, including but not limited to CN labels, Product Formulation Statements, Menus, production records, etc.
c. Upon written request from the USDA, TDA, the School or other governmental agency with jurisdictional authority, the Vendor shall produce and make readily available for inspection any and all records relating to this RFP and contract.
d. All documentation or records will be kept on file for a minimum of five years after the contract ends or until all audits and investigations are concluded.

IV. The Resulting Contract, if awarded, will contain, without limitation, the following provisions, requirements, or prohibitions:

a. Vendor shall adhere to the free and reduced-price policy requirements as established by USDA.
b. Vendor may make recommendations to the 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 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.
c. Vendor shall comply with the Buy American requirement set forth in 7 C.F.R. § 220.16(d). Section 104(d) amended section 12 of the NSLA (42 U.S.C. 1760) to require SFAs participating in the NSLP and SBP to purchase for those programs, to the maximum extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S.

(over 51 percent of the processed food comes from American produced products). The Vendor shall certify the percentage of U.S. content in the products supplied to the SFA. The SFA reserves the right to review Vendor purchase records to ensure compliance with Buy American provision. The VENDOR shall comply with the Buy American provision for contracts that involve the purchase of food as required by Title 7 CFR, part 210.1-33.

d. If the distributor, supplier, or Vendor is repetitively unable to provide domestic food products, the School may consider this inability to provide domestic food products in determining if the entity is able to fulfill the specifications, technical requirements, and terms and conditions of the contract. It is the School' responsibility to ensure that food products are sourced domestically. In all cases, the School —not the distributor, supplier, or Vendor—must determine that the use of a non-domestic food product is appropriate. The distributor, supplier, or Vendor may provide information that will assist the School in this determination; however, the decision to purchase or accept delivery of a non-US product must be made by the School.

V. Requirements:

1. The SFA participates in 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 part 210.1-33. The VENDOR must:

   Submit certification statements for all processed agricultural products. The VENDOR must provide written documentation to the SFA 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:

   Request SFA approval prior to delivering a nondomestic agricultural commodity or product. If the VENDOR cannot comply with #1 above, the VENDOR must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

   i. 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
   ii. The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
   iii. A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product
   iv. B. Vendor shall comply with all applicable environmental rules and regulations in accordance with federal and state law and local code and ordinance.

2. Vendor shall comply with all rules and regulations regarding conflicts of interest, gifts and other

disclosures set forth in 2 C.F.R. § 200.318(c)(1); Tex Loc Gov't Code 176. Please see Exhibit F for additional requirements.

3. Vendor shall demonstrate the means to avoid unnecessary or duplicative purchases set forth in 2 C.F.R. § 200.318(d).
4. Vendor shall provide data to be used by the School to support their official counts for federal funding.
5. Vendor shall grant access to the School or any other authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
6. Contract: Unless otherwise specified, this contract shall be valid from **8/12/2026 through 6/30/2027**. This contract may be renewed for up to four additional one-year terms if mutually agreeable to all concerned parties.
7. Penalties: If the Vendor fails to perform and such failure to perform results in the School losing federal funds or having to reimburse funds already received, the Vendor shall owe to the School the amounts lost by the School due to such failure of performance.
8. The Contract will be kept on file for 5 years and will be available for review by the United States Department of Agriculture and the Texas Education Agency and other appropriate State and Federal agencies.

VI. Vendor's Fees, Billing & Payment

1. The charge to the 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, as well as seamless summer total cost per meal. The per-meal fee shall include all of the components of the meal and all Vendor costs incorporated into that fee.
2. The number of meals will be determined based on the School records and the Vendor shall bill the School for meals ordered.
3. The School shall be billed on a monthly basis. Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared, accurate and submitted invoice, whichever is later.
4. 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 Contract, if any, entered into pursuant to this proposal; provided however, 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 School intend to deduct payment and setting forth the reasons for the deduction. 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 School for the number of days chosen for the written notification period to serve as documentation of these criteria.
5. If any invoices presented for payment 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 of which 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 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.
6. Under Federal law, the School may not consider proposals that include as a form of payment or compensation to the Vendor in which the expenses of the food services accrue to the Vendor, in

which the payment is based on a cost plus a percentage of cost basis, or in which the payment is based on cost plus a percentage of income.

VII. Miscellaneous Provisions

1. The Contract shall be governed by, construed by, and enforced in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Exclusive venue shall lie in a court of competent jurisdiction located in Harris County, Texas.
2. If any provision of the Contract becomes or is held volatile of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions.

Insurance

The Vendor will carry and maintain Workers' Compensation, General Liability, and Fidelity Bonding Insurance. A Certificate of Insurance (or notarized copy of said certificate) must be furnished with the RFP response. All insurance policies shall name School as additional insured.

Insurance Requirements	
Type of Insurance Coverage	**Coverage Amount**
Automotive	Public liability insurance of not less than: Single occurrence for bodily injury or death $ 300,000 (Maximum per person $ 100,000) Single occurrence of property damage or destruction $ 100,000 Insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by the successful respondent(s).
General Liability	Comprehensive General Liability Coverage with a limit not less than: General Aggregate $1,000,000 Each Occurrence $1,000,000
Worker's Compensation	Coverage with a limit of not less than: Each accident $ 100,000 The successful respondent(s) shall require subcontractors to provide for their employees, unless such employees are covered by a Worker's Compensation policy furnished by the respondent.

VIII. Contract Management

1. The School will effectively manage the Contract award by ensuring the following:
    a. The School oversees the day-to-day operation and management of the school nutrition program and not the vended meal company which includes managing the counting and claiming/POS, production records and daily operation of the program.

b. The School is responsible for proper oversight and management of a resulting contract including, but not limited to:
    i. Quantities specified are made available and delivered.
    ii. Delivery times and schedules are being met per contract terms.
    iii. Product deliveries and/or services are occurring at the correct location if multiple locations are part of the awarded contract.
    iv. Substitutions of products are being handled as outlined in the Terms and Conditions and are adequate for the specified product.
    v. 2. Vendor response time to product or service issues is appropriate in regard to each situation, if any.

2. The School will ensure that the use of nonprofit school food service account funds are compliant with federal, state, and local regulations and guidance. The School will ensure that they do not cover the cost of duplicative services.

3. The School will ensure purchased products and/or services are made as described in the contract.

4. USDA Commodities
    a. The Vendor shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 CFR, Section 210.1-33).
    b. In accordance with 7 CFR, Section 250.53, the Vendor shall comply with the following provisions relating to the use of donated foods, as applicable:
    c. The Vendor must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the Vendor procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 CFR, Section 250.51[a]).
    d. The Vendor shall account for the full value of donated foods (7 CFR, Section 250.51) by:
        i. Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at: http://www.fns.usda.gov/fdd/processor-pricing-reports.
    e. The Vendor will be responsible for any activities relating to donated foods in accordance with 7 CFR, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 CFR, Part 250.
    f. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
    g. The Vendor must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 CFR, Section 250.51[d]).
    h. The Vendor shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 CFR, Section 250.53[a][7]).

i. The method and frequency of crediting donated foods will be in accordance with 7 CFR, Section 250.51(b). The Vendor must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
j. The Vendor will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR, Part 250 (7 CFR, Section 250.53[a][8]).
k. The Vendor will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 CFR, Section 250.53[a][9]).
l. The Vendor will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 CFR, Section 250.54(b).

IX. Additional Terms and Conditions

The Resulting Contract, if awarded, will contain, without limitation, the following terms and conditions:

1. **Background Checks**
Vendor must certify to the School and/or coordinate with the School to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Vendor and any of Vendor's personnel who will have continuing duties related to this Agreement and will have direct contact with students. Records of compliance with Texas Education Code § 22.0834 will be available to the School for inspection and review during normal business hours of Vendor and upon request of the School or governmental authorities.

2. **Student Information**
Vendor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by the School, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. The School may determine that the successful respondent has a legitimate educational interest in the educational records, as that term is defined under FERPA, of the School's students, and the successful respondent is an agent of the School solely for the purpose of providing services to the School. The selected Vendor and the selected Vendor's personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between the School and the successful respondent. Upon the termination of any agreement between the School and the successful Vendor, the successful Vendor will return to the School all student records, documentation, and other items that were used, created, or controlled by the Vendor.

3. **Scope of Agreement**
This Agreement constitutes the final, complete and entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether written or oral. There are no representations or other agreements included. Any alteration or modification of this Agreement shall be effective only if it is in writing, signed, and dated by the Parties.

4. **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.

5. **Indemnification**
Vendor will indemnify, protect, defend, and hold harmless the School and its officers, employees, agents, subcontractors, and consultants in their official and individual capacities (collectively, the "School Indemnitees") 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, any one 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 School Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense. This provision shall survive termination of this Agreement and shall be binding on the Parties and their successors, representatives, and assigns and cannot be waived or varied.

6. **Governmental 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 THE SCHOOL, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE SCHOOL UNDER APPLICABLE LAW.

7. **Limitations**
THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE SCHOOL (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON THE SCHOOL'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 THE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

8. **Notice Concerning Withholding of Taxes:**
Vendor recognizes and understands that it will receive an IRS 1099 statement and related tax

statements, and will be required to file individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Vendor hereby promises and agrees to indemnify the School for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by the School as a result of Vendor's failure to make such required payments.

9. Service of Notices

The notices required by this Agreement shall be effective when mailed, postage prepaid, certified with return receipt requested to the addresses shown below:

If to the Vendor: [name] Attn: <<Name or Title>> [address] T: <<Telephone>> F. <<Fax>> Email: <<email address>>	**If to the School:** Cristo Rey Jesuit College Preparatory School of Houston Attn: <<Name or Title>> [address] T: <<Telephone>> F. <<Fax>> Email: <<email address>>

10. Assignment

This Agreement may not be assigned by either party without the prior written consent of both Parties. Any attempted assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. Waiver

The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

12. Amendments

This Agreement may be amended at any time by mutual agreement of the Parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the School and Vendor.

13. Fund Availability

Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.

14. Loss of Funding and Commitment of Current Revenue

Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The School shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the School incurring any liability to Vendor as a result of such termination, including early termination charges. If the School terminates this Agreement pursuant to this paragraph, Vendor will have the right to collect and retain payment for services rendered to the School through termination date but shall not be entitled to any early termination charges.

15. Enforcement

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

16. Waivers

No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

17. Gratuities

The School may, by written notice to the Vendor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the Vendor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the contractor in providing such gratuities.

18. Debarment and Suspension

Neither the Vendor nor any of its officers, 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 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

19. 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 successful Vendor and the School belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.

20. Ineligibility for Nonpayment of Child Support

Pursuant to Texas Family Code §231.006(d), regarding child support, the Vendor certifies that the bidder is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful Vendor and the School may be terminated and payment may be withheld if this certification is inaccurate.

21. Confidential Information

The Vendor and the School agree to hold each party's Confidential Information in confidence

during the term of this contract and thereafter. The Vendor and the School will use reasonable security measures to protect confidential information from unauthorized access, use or disclosure to ensure confidential information is not disclosed or distributed in violation of the terms of this contract. Immediately upon the termination or expiration of this contract the Vendor and Charter School shall return to each other any copies of confidential information produced to them and will destroy all other copies of confidential information in all forms, partial and complete, in all types of media and computer memory, and whether modified or merged into other materials.

22. Termination

Either party may terminate this contract with or without cause by providing sixty days written notice in advance of termination.

RFP SPECIFICATIONS

The purpose of the **Request for Proposal** is to obtain complete data, from each interested Vendor, to be considered in the award of the vended meals contract for the food service program to enable the School to determine which Vendor is best able to meet the criteria of the School. Each interested Vendor shall furnish as part of this proposal a complete general description of experience in the field of food service and School Lunch, Seamless Summer and Breakfast 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 health certification for any and all facilities in which any part of the meals under the Contract will be prepared.
4. Documentation of incorporation or other business organizational documents.
5. The duration and extent of experience in the operation of school lunch, seamless summer and breakfast services, or other Federal programs.
6. A complete list of Texas public and private schools and locations where the Vendor is currently operating school lunch, seamless summer and breakfast programs. Give name and address, length of service, and contact name and telephone number of a contact person for each district/charter or private school.
7. List Texas School districts, charter/public, or private schools where Vendor services have been discontinued or terminated for any reason, in the last five years, and the reasons for termination.
8. Documentation of size and structure of the company with the qualifications of key Vendor supervisory and support personnel.
9. All statements submitted by the Vendor are required to be complete and accurate.
10. Other such information as the interested Vendor deems pertinent for consideration by the School shall be provided.
11. Signed originals of the Exhibits attached to the Request for Proposals.

Evaluation of Proposals (see attached Evaluation Worksheet). A proposal will only be accepted if the Vendor has the ability to perform successfully under the terms and conditions of this Request for Proposal and the bidder conforms to all the material terms and conditions of this Request for Proposal. Consideration will be given to such matters as the Vendor's integrity, compliance with public policy, record of past performance, and financial and technical resources. A contract(s) will be awarded to the Vendor whose proposal is the most advantageous to the School, as determined by the School, with price and other relevant factors as described below considered.

1. In compliance with 2 C.F.R. § 200.321, the School must take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2.
3. The School reserves the right to accept or reject any or all proposals as may be deemed in the best interest of the School and/or as otherwise required by applicable law. The School will evaluate all proposals according to a set of criteria that is scored and specified as to importance in the overall evaluation process as outlined on the Criteria Evaluation Worksheet.
4. The School reserves the right to approve the selection of any of the Vendor's employees assigned to work in the School or to request reassignment of any Vendor employees at the

School' sole discretion.

5. Vendor must further agree to comply with and provide service for any accommodated meal requirements of students in accordance with applicable federal and State law as determined by the School.
6. Vendor must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods unless otherwise exempted by Food and Nutrition Service (FNS). Such a statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR § part 210.1-33; SP 40-2017; SP 26-2017; and SP 59-2016). The Vendor may make a substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Accommodations for special dietary needs for students without medical disabilities are a Contracting Entity (CE) decision. If a substitution is made to accommodate the special dietary needs of one student, the same accommodation must be made for all students with the same dietary need (reference: 7 CFR § part 210.1-33). There will be no additional charge to the student for such substitutions. (USDA, *"Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff".*)
7. Vendor shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or CE changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR § part 210.1-33)

Criteria Evaluation Worksheet

The evaluation of proposals will be based on following criteria and scored in following manner:
Mandatory Criteria: Proposals will not be considered for further evaluation unless there is compliance with all of the following criteria. The proposing Vendor:

1. Must be properly incorporated or licensed to do business in the State of Texas and in good standing with the State of Texas.
2. Must have working knowledge of and be in compliance with all State, county, and city health and sanitation requirements. The Vendor must provide a copy of a current state or local health certificate for each food preparation facility that it will utilize for this RFP.
3. Must not have a record of substandard work or have been debarred by any federal or state government agency or other agency of local government or schools.
4. Must submit a proposal meeting all of the requirements of the **Request for Proposal**.
5. Must submit rotating menus for the first 4 weeks for **breakfast and lunch** following the grades 9-12 meal pattern. These are the menus that must be served the first 21 days of school and can be changed thereafter with School consent.
6. Must serve one hot entrée daily, with vegetarian alternatives as needed.

7. Must serve fruit options that are appropriate for students in grades 9-12. Cut fruit options should be offered regularly (ex. apple slices, orange wedges, etc).
8. Must serve all meals within 6 hours of cooking.
9. Must not be indebted to the School.

Proposals will be opened on or after the date and time specified in the RFP Schedule. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following scoring criteria:

Proposal Scoring Criteria

Max. Points	Criteria	Minimum Standard	Evidence/Documents Required to Demonstrate	Total
10	K-12 Experience in National School Lunch Program	A minimum of five years in K-12 food service management - specifically National School Lunch and Breakfast Programs	Documentation of experience as outlined in company history	
10	References	Vendor must provide at least three local customer references	Documentation of all K-12 organizations Vendor has had contracts with in the past five years with contact information	
15	Ability to deliver reimbursable meals	Vendor must be able to meet all food safety laws and deliver reimbursable meals in the manner requested	Description and location of facility where meals will be cooked/prepared, delivery and logistics schedule.	
30	Menu Appeal	Vendor must submit a 21-day menu for all meals platforms requested.	Menus will be graded upon variety and appeal.	

35	Cost	Provide a cost per meal as shown in the fee proposal table.	Vendors will be ranked according to cost.	
100				

Award Criteria

Proposals must be evaluated by an SFA committee based on the offer per meal/meal equivalent and the criteria, categories, and assigned weights as stated herein below (to the extent applicable). **Contracts must be awarded to the responsive and responsible bidder whose proposal is lowest or most advantageous to the program with the price and other factors considered. The cost must be the primary consideration.** Committee members must consist of SFA employees familiar with the regulations and requirements of the school nutrition programs. Each area of the award criteria must be addressed in detail in the Proposal.

Weighted Evaluation Criteria

The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will only be permitted if approved in advance by SFA. CPI fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

Vended Meal Services for School Breakfast Program, National School Lunch Program, Seamless Summer Program

RFP Schedule

Public Release	June 12, 2026
Deadline to Submit Questions	June 26, 2026
Proposal Submission Deadline	July 10, 2026, 1:00 PM CST
Proposal Evaluation Period	July 13, 2026 – July 17, 2026
Award Date	July 31, 2026

Equipment Owned by School

Refrigerators, Milk Coolers, Warming/Holding Cabinets

CRISTO REY JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

Exhibit A

Cristo Rey Jesuit College Preparatory School of Houston
Vended Meal Services for School Breakfast Program and National School Lunch Program

Vendor's Certification

1. The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:
2. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
3. That he/she has carefully examined this Proposal Invitation, the accompanying Proposal Forms, and all Terms and Conditions associated with this Proposal Invitation, criteria evaluation worksheet, responsibilities of Respondents, product specifications, and
4. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with all Terms and Conditions associated with this Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That if any part of this Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
6. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
7. That the proposing organization is in compliance with all federal, state, and local environmental codes, laws, and statutes.

[SIGNATURE PAGE FOLLOWS]

CRISTO REY
JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

Exhibit A (Continued)

Name of Proposing Organization	*Date*
Address	*Signature of Authorized Representative*
City, State, Zip	*Printed Name of Authorized Representative*
Telephone Number of Authorized Representative	*Position or Title of Authorized Representative*
Fax Number of Authorized Representative	*Tax ID No.*

COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL

CRISTO REY JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

Exhibit B

Cristo Rey Jesuit College Preparatory School of Houston
Vended Meal Services for School Breakfast Program and National School Lunch Program

Vendor Pricing Sheet

Fixed Rate Per Meal

Price per meal rate sheet. All proposals must have this table completed with no edits.

Meal Type	**ADP**	**# School Days**	**Price per Meal**	**Total Price ANNUAL**
Breakfast	120	180		$
Lunch	250	180		$
			TOTAL	$

CRISTO REY
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COLLEGE PREPARATORY SCHOOL OF HOUSTON

Exhibit C

Reference Form

List at least three (3) companies or governmental entities (preferably public, private, or charter School) where the same or similar services as contained in this specification package were recently provided by Vendor.

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ Email: _____
Telephone Number: _____ Fax Number: _____

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ Email: _____
Telephone Number: _____ Fax Number: _____

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ Email: _____
Telephone Number: _____ Fax Number: _____

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ Email: _____
Telephone Number: _____ Fax Number: _____

Company Name: _____
Contact Person: _____ Title: _____
Address: _____ City: _____
State/Zip Code: _____ Email: _____
Telephone Number: _____ Fax Number: _____

CRISTO REY
JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

Exhibit D

U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 C.F.R. Part 180, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business With Other Persons. Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name PR/Award Number or Project

_____
Name of Authorized Representative Title

_____
Signature Date

EXHIBIT D (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which their transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CRISTO REY
JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

EXHIBIT E

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/Contractor hereby assigns to the School 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.

CRISTO REY
JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

EXHIBIT F

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 the School 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 the School in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the 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

CRISTO REY
JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

Exhibit G

Menu Cycle for National School Lunch Program

Attach a sample 21-day cycle lunch menu.
This menu must be used for the first 21-day cycle of the new School year.

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

Exhibit G (Continued)

Menu Cycle for School Breakfast Program

Attach a sample 21-day cycle breakfast menu.

This menu must be used for the first 21-day cycle of the new School year.

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21				

CRISTO REY JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

Exhibit H

Criminal History Review of Contractor 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 contractor 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. Cristo Rey Jesuit College Preparatory School of Houston (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.
4. Any other offense that the School believes might compromise the safety of students, staff, or property.

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

CRISTO REY
JESUIT
COLLEGE PREPARATORY SCHOOL OF HOUSTON

Criminal History Review of Contractor Employees

Please complete the information below:

I, the undersigned agent for [insert Vendor name] ("Contractor"), certify that [check one]:

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

Or

[_____] Some or all of the employees of Contractor and any subcontractor are "covered employees." If this box is checked, I further certify that:

1. The contractor has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If 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.
3. Upon request, the 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.
4. If the School objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to the School.
5. 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 Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

_____ _____

Signature of Contractor Official Date

Exhibit I

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.

The respondent must fill-out the Conflict-of-Interest Form CIQ and submit it within 7 days of execution of this contract. The Conflict-of-Interest Form CIQ can be found at the following link:

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

Exhibit J

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. The child support certification form can be found at: https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903- child-support-certification.

Exhibit K

Federal Contract Provisions

Instruction to respondent: With respect to the use of federal funds for the procurement of goods and services, pursuant to § 200.326 of Title 2 to the Code of Federal Regulations ("2 CFR") and Appendix II to 2 CFR 200, the following contract provisions are hereby made a part of this RFP and the resulting contract between the School and Vendor. The duly authorized representative for the Vendor must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

A. 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.

B. Termination for Cause and Convenience. All contracts in excess of $10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.

C. 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."

D. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by School 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. School 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. School must report all suspected or reported violations to the Federal awarding agency. The contracts must also 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. School must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by School 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.

F. 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.

G. 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).

H. Energy Efficiency Standards and Policies. 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).

I. 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.

J. 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.

K. Procurement of Recovered Materials. The school and its contractors 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.

I, the undersigned agent for the company named below, represent that the company agrees to the contract provisions set forth on this form.

Company Name:

Signature of Authorized Representative	Date