

W Vanguard Academy

Charter School for the Fine Arts
"A Purpose in Life, A reason for Learning"

June 14, 2018

To: All Interested Bidders

From: Vanguard Academy, Inc.
1200 E. Kelly Street
Pharr, TX 78577

Notice is hereby given that Vanguard Academy, Inc. requests written bids for the 2018-2019 school year to provide vended meal service for breakfast and lunch for all Vanguard Academy Campuses located in Pharr, Alamo and Edinburg Texas. Bid requirements and terms and conditions may be obtained by calling the school at 956-787-3100, Ext #1272. Bids must be submitted to said district on or before June 28, 2018 at 3:00 P.M. Bids will be open at this time. The public is invited to attend the bid opening.

Send sealed bid to: Vanguard Academy
Attn: Petra Lerma
1200 E. Kelly Street, Bldg. #2
Pharr, TX 78577

Please mark your envelope:

"Sealed Bid # 18-19 - Food Service Catering – Open at 3:00 P.M."

All bids must have an authorized signature.

Specific terms and conditions may be found on the attached page.

Bids will be tabulated and presented to the Board of Trustees for approval. The Board reserves the right to accept or reject any and all bids and to make selections in the best interest of the district. The Board further reserves the right to terminate the contract at any time for due cause, which shall include such reasons as unsatisfactory service and/or products.

Please write and enclose a stamped self-addressed envelope, if you would like to receive a bid summation.

Sincerely,



Dr. Narciso Garcia
Superintendent of Vanguard Academy Charter Schools

Vanguard Academy, Inc.
1200 E. Kelly St.
Pharr, TX 78577

Food Service Bid #18-19

Year 2018 - 2019



Charter School for the Fine Arts
"A Purpose in Life, A reason for Learning"

Vanguard Academy, Inc. D/B/A Vanguard Academy Charter School is accepting bids for:

FOOD SERVICE CATERING

Sealed bids are to be mailed or hand delivered to the attention of Petra Lerma, Food Service, Vanguard Academy 1200 E. Kelly St., Bldg. #2, Pharr Texas 78577. Please mark your envelope plainly:

"Sealed Bid # 18-19 – Food Service Catering – Open at 3:00 P.M."

Sealed bids will be accepted until 3:00 pm. Thursday, June 28, 2018 at which time they will be opened. Bids will be opened in the Business Office of Vanguard Academy, Inc. 1200 E. Kelly St., Bldg. #3, Pharr Texas 78577. Bids received after the deadline are considered late and will be returned unopened. Vanguard Academy, Inc. is not responsible for bids misplaced or mail incorrectly.

Please reply using the enclosed forms. If you have any questions on this bid, please contact Petra Lerma at (956) 787-3100, Ext #1272 or e-mail to p_lerma@vanguardac.net

The awarding of the bid will take place at a public Vanguard Academy, Inc. board meeting. The Board of Vanguard Academy, Inc. reserves the right to accept, reject any and/or all bids, waive minor technicalities, or to award the bid to the most responsible bidder which best serves the interest of Vanguard Academy, Inc.

We look forward to hearing from you.

Sincerely,

Dr. Narciso Garcia
Superintendent of Vanguard Academy Charter Schools

: Enclosure

Vanguard Academy, Inc.

BID PACKAGE CHECKLIST REMINDER

IN ORDER FOR YOUR BID TO BE CONSIDERED IN THE BID PROCESS, THE FOLLOWING ITEMS ARE REQUIRED TO BE INCLUDED IN THE PACKAGE:

DESCRIPTION OF ITEM	YES	NO	N/A
1. STANDARD TERMS & CONDITIONS, GENERAL ASSUMPTIONS AND BACKGROUND (Page 3)	_____	_____	_____
2. BID SPECIFICATION REQUIREMENTS (Fill in ALL blank lines, as needed, Page 4)	_____	_____	_____
3. CONSIDERATION TO AWARD CONTRACT (Page 5)	_____	_____	_____
4. FELONY CONVICTION NOTIFICATION (Fill in one of the appropriate sections – A, B or C, Page 6)	_____	_____	_____
5. NON-COLLUSION STATEMENT & SIGNATURE SHEET (Fill in blank lines on forms completely and sign form, Page 7)	_____	_____	_____
6. COMPLIANCE STATEMENT (Page 8)	_____	_____	_____
7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS (Page 9)	_____	_____	_____
8. SPECIFICATIONS (Pages 10 and 11)	_____	_____	_____
9. STIPULATIONS (Pages 12, 13 and 14)	_____	_____	_____

**** (FAILURE TO MANUALLY SIGN THE BID WILL DISQUALIFY IT.)****

18-19
Bid Number

Date

Company Name

Vanguard Academy, Inc.

STANDARD TERMS AND CONDITIONS

NOTICE TO BIDDERS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WICH CASE ATTACHED CONDITIONS WILL PREVAIL.

ANY EXCEPTIONS MUST BE IN WRITING

1. The original bid and two copies are to be placed in an envelope, sealed and properly identified with the bid title and bid number. Original bid must have an original signature.
2. Bid must be received in the Business Office on or before the hour and date specified. Bids received after the deadline are considered late and will not be considered under any circumstances.
3. Bid must be firm for acceptance for **sixty (60) days** from bid opening date. No bid may be withdrawn without written approval after contract has been signed or partial performance of the bid agreement has begun.
4. **Failure to manually sign bid will disqualify it.** Person signing bid should show title or authority to bind their firm to a contract.
5. Vanguard Academy, Inc. reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid that best serves the interest of Vanguard Academy, Inc.
6. **Terms of Contract:** The contract will be effective upon Vanguard Academy, Inc. Board of Directors and would be effective through July 31, 2019.
7. No faxed or e-mailed bids to Vanguard Academy, Inc. will be accepted.
8. Fill in the blanks and answer all the questions in the bid specifications provided.
9. **Venue:** In the event of legal disputes related to this contract, the venue shall be in Hidalgo County, State of Texas.

18-19
Bid Number

Date

Company Name

Vanguard Academy, Inc.

BID SPECIFICATION REQUIREMENTS

(TO BE FILLED OUT AND SUBMITTED WITH BID)

Is this bid in conformance with the enclosed specifications?

Yes _____ No _____

If the answer is no, bidder must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken, the bidder shall supply all items as specified. Failure to indicate any differences in products offered in this bid may be deemed sufficient grounds for rejection of a vendor's bid.

Comments: _____

18-19
Bid Number

Date

Company Name

Vanguard Academy, Inc.

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

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 SIGNATURE

DATE

PRINTED NAME OF ABOVE

*****PLEASE CHECK OFF A SELECTION BELOW*****

- () A. My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
() B. My firm is not owned and/or operated by anyone who has been convicted of a felony.
() C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon: _____

Details of Conviction(s): _____

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Bid Number

Date

Company Name

Vanguard Academy, Inc.

NON-COLLUSION STATEMENT & SIGNATURE SHEET

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

I further affirm that the contents of this bid will not be discussed with any individual other than the Vanguard Academy, Inc. Food Services (or his designee) prior to the approval of this bid by the Board. Failure to observe this procedure may be cause for rejection of the bid.

I, _____, have read the standard terms and conditions (page 3),
(Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this bid.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on page 6.

I fully understand the bid specifications.

COMPANY _____

ADDRESS _____

CITY, STATE ZIP CODE _____

(AREA CODE) TELEPHONE (____) _____

SIGNATURE

DATE

TITLE

PRINTED NAME OF ABOVE

The signing of this page indicates understanding and acceptance of this bid's terms and conditions.

18-19
Bid Number

Date

Company Name

Vanguard Academy, Inc.

COMPLIANCE STATEMENT & SIGNATURE SHEET

The undersigned agrees to 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 11738 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A – 102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

The undersigned agrees to comply with 41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60). Applies to construction contracts using federal funds; prohibits hiring practices that do not provide an equal opportunity of all persons without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The undersigned agrees to comply with anti-lobbying (31, U.S.C 1352) related to influencing or attempting to influence in connection with obtaining a contract.

The undersigned agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), Title IX of the Education Amendments of 1972 (7 CAR Part 15a), the Age Discrimination Act of 1975 (Public Law 94-135), and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts. In addition, the undersigned agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code, these provide in part that no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in, or be denied any aid, care, service, or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. Undersigned also agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV.)

I fully understand the compliance statement.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

(AREA CODE) TELEPHONE (____) _____

SIGNATURE DATE TITLE

PRINTED NAME OF ABOVE

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Company Name

Vanguard Academy, Inc.

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

18-19
Bid Number

Date

Company Name

Vanguard Academy, Inc.

SPECIFICATIONS

1. All quoted prices must be F.O.B. Vanguard Academy, Inc. at:

Vanguard Academy 1200 E. Kelly St., Bldg. #3 Pharr, TX 78577

2. Bidders must compute and submit with the bid the net price per item as listed on this sheet. Net price includes all items outlined in Attachment A.
3. Determination of product performance and quality will be the sole right of Vanguard Academy, Inc.
4. Terms are "30 days net" from date of invoice to business office, provided food products have been received at Vanguard Academy, Inc.
5. Only sealed bids will be accepted and must be clearly marked: "Sealed Bid #18-19 – Food Service Catering – Open at 3:00 P.M." on the outside. NO FAXED BIDS TO VANGUARD ACADEMY, INC. WILL BE ACCEPTED.
6. Bid deadline is 3:00 p.m., Thursday, June 28, 2018 at Vanguard Academy, Inc., Business Office, 1200 E. Kelly St., Bldg. #3, Pharr, TX 78577.
7. Submit breakfast, lunch and snack food prices as listed on page 11 only, DO NOT send any additional items of flyers with the bid.
8. Questions regarding this bid are to be directed in writing to Petra Lerma at Vanguard Academy, Inc., Business Office, 1200 E. Kelly St., Bldg. #2, Pharr, TX 78577 or fax to (956) 283-0245 or e-mail to p_lerma@vanguardac.net

Final decision as to the best overall offer, both as to price and suitability of product(s), rest solely with Vanguard Academy, Inc.

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Bid Number

Date

Company Name

Vanguard Academy, Inc.

SPECIFICATIONS – CONT'D

BREAKFAST	PRICE		EXCEPTIONS
	YEAR 1	YEAR 2	
_____	_____	_____	Any & all exceptions are to be noted on page 4.

LUNCH	PRICE		EXCEPTIONS
	YEAR 1	YEAR 2	
_____	_____	_____	Any & all exceptions are to be noted on page 4.

SNACK	PRICE		EXCEPTIONS
	YEAR 1	YEAR 2	
_____	_____	_____	Any & all exceptions are to be noted on page 4.

I have read and understand the bid specifications as listed herein and agree to these conditions.

Authorized Signature Date

Company Name

Printed Name of Above

Address

Telephone

City/State/ZIP

FAX

E-mail

18-19
Bid Number

Date

Company Name

Attachment A
Average of 9 Monthly Meal Orders 2018 - 2019

	Campus	Breakfast Average	Lunch Average	After School Snack Program
1	Rembrandt Elementary	235	500	165
2	Templo Bethel Annex	80	190	30
3	Rembrandt Secondary	250	980	200
4	Picasso Elementary	250	500	100
5	Mozart Elementary	200	500	140
6	Mozart Secondary	110	350	100
7	Beethoven Elementary	260	600	150
8	Beethoven Portables	100	350	100
	Total Averages:	1,485	3,970	985

Stipulations to be Included in Final Contract

1. Caterer shall maintain records, such as delivery tickets, as they are required documentation for the Texas Unified Nutrition Program System (TX-UNPS) and submit them to the Recipient (Vanguard Academy, Inc.) on a monthly basis.
2. Caterer shall obtain Federal, State or local health certification for each food preparation site which will be used to prepare meals for Recipient contract. Caterer must ensure that health and sanitation requirements are met at all times.
3. The meals produced shall conform to the cycle menu upon which the Caterer based its bid of Recipient contract. Any menu changes must be agreed upon by Recipient and Caterer.
4. Caterer shall make all records regarding its contract with Recipient available for inspection upon request by representatives of the Texas Department of Agriculture (TDA). Caterer shall maintain these records for five years and ninety days or until all audits are resolved.
5. Caterer shall operate in accordance with TX-UNPS guidelines the preparation and delivery of meals and maintenance of records.
6. Caterer shall provide meals which satisfy all TX-UNPS requirements.
7. Caterer shall deliver meals in accordance with the following delivery schedule:

Meal	Vanguard Academy – District Wide
Breakfast	6:30 a.m.
Lunch	9:00 a.m.
Snack	9:00 a.m.

8. Caterer may not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or otherwise do not meet the meal requirements contained in the contract.

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Date

Company Name

9. Recipient shall be allowed to make increases or decreases in the number of meals ordered, as needed, in accordance with the following schedule:

Breakfast - no changes after 3:00 p.m. on the previous working day.

Lunch - no changes after 8:15 a.m. on the day of delivery.

Snack - no changes after 3:00 p.m. on the previous working day.

All changes shall be in writing, faxes shall be accepted. Caterer shall provide a daily order form on which breakfast, lunch, and snack can be ordered in distinct quantities and in separate line items.

10. Caterer will supply all forks, knives, spoons, napkins, bowls, plates, cups, caps or hair nets, and serving gloves, which are all disposable products. These items are for the sole use of meals and snacks listed on the menu. Caterer will supply Recipient with two weeks inventory base on the average daily meals ordered in the previous month plus adjustments for actual increases to quantity of meals ordered. These items will be used only for serving meals listed on the menu.
11. All food supplied by Caterer and stored by Recipient, including but not limited to the following: bread, milk, juices, dry cereals, crackers, peanut butter, jellies, ketchup, mayo, mustard and salad dressing packets are to be used for the sole purpose of meeting menu requirements.
12. All items in stipulations #10 and #11 related to meeting the TDA TX-UNPS requirements will be stored by Recipient until consumed.
13. Caterer will provide steam tables or food warmers, milk coolers, toasters, can openers and all other necessary serving appliances and utensils, on loan, for use at no additional cost to Recipient. These items will stay with Recipient during the course of its contract. Caterer will provide non-disposable serving scoops at no additional cost to Recipient. Recipient shall be responsible for their storage and safe keeping. Recipient will be issued the appropriate number and size of scoops. Recipient's responsibility is to wash these at their facility. Should scoops be lost, they will be charged to Recipient at Caterer's cost plus 15% for reordering and distribution.
14. Caterer will deliver all food and beverages at proper temperatures specified by the TDA TX-UNPS and will be delivered in appropriate containers.
15. All foods shall meet the American Dietetic Association requirements for low salt, low sugar, low fat and high fiber. All meals provided by Caterer shall meet all applicable minimum RDA nutritional requirements as per U.S. Department of Agriculture, Texas Education Agency, and Texas Department of Agriculture rules and regulations. Any changes to the existing requirements set forth by the above mentioned agencies or any other related agency may result in a negotiated price increase that a minimum will cover increased food costs, as agreed upon by both Caterer and Recipient.

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Date

Company Name

Food Service Contract School year 2018-2019

July __, 2018

Caterer name: _____

Recipient's name: Vanguard Academy

Caterer agrees to the following:

- Caterer agrees to comply with Texas Education Agency and Texas Department of Health standards for food preparation and service.
- Caterer agrees to provide quality presentation of meals.
- Complete plates according to menus served and maintain proper temperature.
- Fat and fried foods must be baked or heated by method other than frying.
- Caterer shall maintain records, such as productions records, delivery tickets, as they are required documentation for the Texas Unified Nutrition Program (TXUNPS) and submit them to Recipient on a daily bases.
- Caterer shall obtain local health certification for each food service site which will be used to prepare meals for Recipient contract. Caterer must ensure that health and sanitation requirements are met at all times.
- The meals produced shall conform to the cycle menu upon which the Caterer based its bid for Recipient contract. Any menu changes must be agreed by Recipient and Caterer.
- Caterer shall make all records regarding its contract with Recipient available for inspection upon request by representatives of the Texas Department of Agriculture (TDA). Cater shall maintain these records for five years and ninety days or until all audits are resolved.
- Caterer shall operate in accordance with (TXUNPS) guidelines the preparation and delivery of meals and maintenance of records.
- Caterer shall provide meals which satisfy all (TXUNPS) Requirements.
- Caterer shall deliver meals in accordance with the following delivery schedule:
 - Breakfast delivered 6:30 A.M.
 - Lunch delivered 9:00 A.M.
 - Snack delivered 9:00 A.M.
- Caterer will provide serving spoons, dishes, etc.; to be used for assurance that correct portions are served.
- Caterer may not be paid for meals which are delivered outside of the agreed delivery time unless bad weather or accident, are spoiled or unwholesome at the time of delivery, or otherwise do not meet the meal requirements contained in the contract.
- Caterer will supply all forks, spoons, napkins, plates, hair nets, and serving gloves, which are all disposable products. These items are for the sole use of meals listed on the menu. Caterer will supply Recipient with one week of inventory based on the average daily meals ordered in the previous month plus adjustments for actual increases to quantity of meals ordered. These items will be used for serving meals listed on the menu.

- Caterer will deliver all food and beverages at proper temperature specified by (TDA) (TXUNPS) and will deliver in appropriate containers.
- Caterer will ensure all foods shall meet the American Dietetic Association requirements for low salt, low sugar, low fat and high fiber. All meals provided by Caterer shall meet all applicable minimum RDA nutritional requirements as per U.S. Department of Agriculture, Texas Education Agency, and Texas Department of Agriculture rules and regulations. Any changes to the existing requirements set forth by the above mentioned agencies or any other related agency may result in a negotiated price increase that a minimum will cover increased food cost, as agreed upon by both Caterer and Recipient.
- Caterer will make his facility available for inspection by Texas Department of Health, TDA Agency, Texas Education Agency or any other state agency at any time between 7:00 a. m. to 5:00 p.m. Monday through Friday upon commencement of signed agreement/contract. Caterer will have available any Health Inspection Certificate upon request.
- Caterer shall follow current school calendar to determine days of delivery and days in which no meals will be ordered.

Recipient agrees to the following:

- Recipient shall be allowed to make increases or decreases in the number of meals ordered, as needed. Breakfast: No changes after 3:00 P.M. on the previous day.
Lunch: No changes after 8:15 A.M. on the day of delivery, Snack: no changes after 3:00 P.M. on the previous day.
- All foods supplied by Caterer and stored by Recipient, including but not limited to the following: bread, milk, cereal, juices, crackers, jellies, ketchup, mayonnaise, mustard and salad dressings packets are to be used for the sole purpose of meeting menu requirements.
- Recipient will request USDA commodities that will be forwarded to Caterer for the sole use of Vanguard Academy, Inc.
- Recipient will be responsible for their storage and safe keeping.
- Term of Contract: The contract will be for school year 2018-2019.
- Recipient Agrees: Payment terms of Net 30 invoice, provided that all food products have been received at Vanguard Academy, Inc.

Price will be: Breakfast each _____
 Lunch each _____
 Snack each _____

Contract will be for the school year 2018-2019

Caterer Signature

Date

Vanguard Academy, Inc., Pharr, Texas Representative

Date