

# **Request for Proposals**

2022-2023 Vended Meal Service

## **Zeta Charter Schools**

222 Alexander Ave, Bronx, NY 10454

Bids Due: June 10, 2022 at 11:00am



**Zeta Charter Schools** (hereinafter referred to as the School Food Authority or SFA) is requesting proposals for Vended Meal Service for the 2022-23 school year from qualified School Food Service Vendor (Vendor).

Zeta Charter Schools is a charter school network authorized through the State University of New York (SUNY), currently educating students grades PK-4, at four (4) school sites:

- Zeta South Bronx – 425 Westchester Avenue, Bronx, NY
- Inwood 187<sup>th</sup> – 652 West 187<sup>th</sup> St, New York, NY
- Zeta Bronx Tremont Park – 1910 Arthur Avenue, Bronx, NY
- Zeta Bronx Mount Eden – 1325 Jerome Avenue, Bronx, NY

Each Zeta school will add a grade each year to grow to PK-12.

### **RESPONSE DATE AND DELIVERY**

School Food Service Companies should submit proposals by **11:00 AM EDT on June 10, 2022**. One (1) labeled, signed original, two (2) copies and one (1) electronic copy of the proposal should be submitted.

1. Proposals should be mailed or hand-delivered before the deadline to:

Christopher D’Amato  
c/o Zeta Charter Schools  
222 Alexander Ave  
Bronx, NY 10454

2. Electronic copies should be submitted via email before the deadline to:

[kaylee@schoolfoodsolutions.org](mailto:kaylee@schoolfoodsolutions.org)

Any proposal submitted after the 11:00 AM deadline on **June 10, 2022** will not be accepted by the SFA and automatically disqualified from the bid process.

### **PURPOSE**

This solicitation is to secure a contract for the operation of a vended food service program providing breakfast, lunch and snack at Zeta Charter Schools for school year 2022-23, with the option, by mutual-agreement, for four (4) one-year renewals.

Vendors should not construe from this legal notice that the SFA intends to enter a fixed-price contract with the Vendor unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Vendor.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their Board of Directors at its regularly scheduled meeting.

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## **SCOPE OF WORK**

The vendor will supply unitized, pre-packaged breakfast, lunch and snack at Zeta Charter Schools, hereinafter referred to as the School Food Authority or SFA, that comply with the nutritional standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP). The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their bid a copy of the current state and local health certifications.

## **GENERAL VENDOR RESPONSIBILITIES**

- a. The vendor shall provide the services required by this RFP in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor will provide three (3) lunch options daily (one hot, one cold, one vegetarian).
- c. Vendor shall deliver meals to location(s) at times specified by SFA.
- d. Vendor is expected to follow all regulations of the NSLP in accordance with USDA and NYSED guidelines. Daily meal production records and temperature logs (departure, arrival and service) are to be recorded and maintained on site in an organized manner. All meals are to follow the USDA meal pattern for the ages served at each site.
- e. Vendor will provide the necessary condiments, utensils and napkins in sufficient quantity for the number of meals ordered.
- f. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- g. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.
- h. Vendor shall provide to SFA a monthly menu detailing the meals to be served for the following month, no later than two (2) weeks prior to the end of each month.
- i. When requested by the SFA, the Vendor shall provide SFA with bag lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- j. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the NYSED, and the USDA, upon request.
- k. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.

- I. Drivers shall:
  - i. Place lunch directly in the fridge/warmer/oven upon delivery.
  - ii. Place cold food directly in the refrigerator upon delivery.
  - iii. Remove utensils, crates and trays from school at each delivery.
  - iv. Provide field trip lunches as requested a day early and place in school refrigerator.

#### **GENERAL SFA RESPONSIBILITIES**

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of New York and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a weekly basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a 24-hour notice to the vendor.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

#### **EQUIPMENT**

- a. The SFA has milk coolers, retherms, and reach-in refrigerators at their sites. The Vendor shall provide any additional equipment required for food service.
- b. The Vendor shall provide written notification to the SFA of any equipment belonging to the vendor within ten (10) days of its placement on SFA premises.
- c. The Vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all vendor-owned property and equipment.
- d. The SFA shall retain title to all SFA-owned equipment and property and will be responsible for maintenance, repairs, and replacement of SFA-owned equipment.
- e. Upon expiration or termination of the Contract, it shall be the vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

## PACKAGING REQUIREMENTS

- a. Hot meal unit—packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135°F.
- b. Cold meal unit or unnecessary to heat—container and overlay to be plastic or paper and of non-toxic material.
- c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- d. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

## DELIVERY REQUIREMENTS

- a. Meals must be delivered in accordance with the approved menu cycle.
- b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition and quantity of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
- f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- g. The SFA will not pay for deliveries made later than the regularly scheduled lunch periods as listed on **Attachment L**, or as otherwise stated in this Contract.
- h. All refrigerated food shall be delivered at an internal temperature of 40°F or below. No frozen food will be allowed. All hot food shall be delivered with an internal temperature of 135°F or above.

## **PROPOSAL SUBMISSION AND AWARD**

Sealed proposals are to be submitted to the SFA. Proposal is to be submitted in a sealed box marked "Vended Meal Service Proposal." Send one (1) original and two (2) copies of the proposal to the address listed above. An electronic copy must also be emailed to the email address listed above. The SFA reserves the right to reject any or all proposals, if deemed to be in the best interest of the SFA.

Award shall be made to the qualified and responsible Vendor whose proposal is deemed in the best interest of the School by the evaluation process. Vendor must fully inform themselves as to the conditions, requirements and specifications before submitting proposal.

## **INCURRED COSTS**

The SFA is not liable for any cost incurred by the Vendor prior to the signing of a contract.

## **CONTACT TERM**

This contract shall be for a period of one (1) year beginning on **July 1, 2022** and ending **June 30, 2023** with up to four (4) one- year renewals with mutual-agreement between the SFA and the Vendor.

The Food Service program shall meet all requirements of the National School Lunch Program of the United States Department of Agriculture, and the New York State Education Department.

The SFA shall retain ultimate control over meal prices, and all appropriate elements of the food service program.

Terms of the actual agreement with the successful Vendor will be developed through negotiation to be consistent with the rights reserved by the SFA as described by USDA rules and regulations.

## **PRE-PROPOSAL MEETING AND TASTE TEST**

There will be a pre-proposal meeting and taste test on **May 26, 2022 at 11:30am EDT**. The pre-proposal meeting will be held at 222 Alexander Avenue, Bronx, NY. Interested Vendors must RSVP for this meeting to [kaylee@schoolfoodsolutions.org](mailto:kaylee@schoolfoodsolutions.org) by May 19, 2022.

**Taste Test Instructions:** The taste test will be conducted during the first 45 minutes of the pre-proposal meeting. Vendors shall arrive no more than 30 minutes early for setup. Each vendor will be provided with a table. There will be a maximum of 10 taste test participants. Vendors may bring at a maximum, the following:

- One breakfast meal representative of their vended meal program
  - Must include any necessary utensils
  - Vendors must arrive with meals ready to be served
- Two lunch meals representative of their vended meal program
  - Must include any necessary utensils
  - Vendors must arrive with meals ready to be served
- Sample menus for breakfast and lunch
- Promotional materials
- Branded banner or tablecloth to display on the table

## **QUESTION AND ANSWER**

All questions shall be submitted to **Kaylee Smith** ([kaylee@schoolfoodsolutions.org](mailto:kaylee@schoolfoodsolutions.org)) via email. A formal addendum to this bid will be made available to interested vendors providing answers to a cumulative list of questions. No questions will be accepted after **6:00pm EDT on May 27, 2022**.

## **RFP TIMELINE**

Bid published, advertised and sent to vendors	May 4, 2022
Pre-Proposal Meeting with Taste Test	May 26, 2022
Questions due to SFA	May 27, 2022
Answers to proposers' questions	June 1, 2022
Proposals Due	June 10, 2022
Intent to Award Notification	June 20, 2022
Contract Begins	July 1, 2022

Zeta Charter Schools reserves the right to issue any necessary addendum(s) to this RFP. Interested parties will be informed of all addenda via email.

Send all questions to: Kaylee Smith c/o [kaylee@schoolfoodsolutions.org](mailto:kaylee@schoolfoodsolutions.org)

## **EVALUATION CRITERIA**

Detailed information, including minimum standards and evidence/documentation requirements may be found on **Attachment L**.

<b>Criteria</b>	<b>Points</b>
Financial Stability	10
Vended Meal Capabilities	20
K12 Experience in NSLP	10
References	10
Taste Test	10
Cost	40



<b>Total</b>	<b>100</b>
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**PROPOSAL REQUIREMENTS**

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Vendors must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

<u>Section</u>	<u>Title</u>
A.	Cover Letter
B.	Table of Contents
C.	Attachments Checklist
D.	Minimum Qualifications
E.	Proposal Questionnaire
F.	Vendor References
G.	Authorization Agreement
H.	Fee Proposal
I.	Certifications

**A. Cover Letter**

Only the individual(s) authorized to bind the Vendor contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Vendor fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Vendor’s Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Vendor in a contract if different from the primary liaison
- A statement expressing the Vendor’s willingness to perform the services described in this RFP
- A statement expressing the Vendor’s ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP

- A statement regarding the Vendor’s proprietary information; if applicable, the Vendor must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note:** the Vendor cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

#### **B. Table of Contents**

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

#### **C. Attachments Checklist**

The Vendor shall include all documents identified in the Attachments Checklist (**Attachment A**). The SFA may reject proposals that do not include the proper required attachments.

#### **D. Minimum Qualifications**

The SFA will only consider Vendors that **meet all minimum qualifications** (as listed on **Attachment B**) to the SFA’s satisfaction.

#### **E. Proposal Questionnaire**

The Proposal Questionnaire (**Attachment C**) is intended to provide the SFA with specific information concerning the Vendor’s capability to provide services as described in this RFP. Vendors should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

#### **F. Vendor References**

Vendors must provide three references on the Vendor References form (**Attachment D**). The SFA reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

#### **G. Authorization Agreement**

The Vendor or their authorized representative must sign the Authorization Agreement (**Attachment E**) and return it with the proposal package.

#### **H. Fee Proposal**

The Vendor must complete the Fee Proposal (**Attachment F**) and return it with the proposal package.

## I. **Certifications**

The Vendor must complete the certifications (**Attachments F-I**) and return them with the proposal package.

**Attachment A**

**Attachments Checklist**

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Vendor Company Name

Please complete this checklist to confirm that the required attachments listed below are included in your proposal. Place a checkmark or “x” next to each item submitted to the SFA. For your proposal to be considered, all required documents must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
A. _____	Cover Letter
B. _____	Table of Contents
C. _____	Attachments Checklist
D. _____	Minimum Qualifications
E. _____	Proposal Questionnaire
F. _____	Vendor References
G. _____	Authorization Agreement
H. _____	Fee Proposal
I. _____	Certifications
J. _____	Sample Menu

**Attachment B**

**Minimum Qualifications**

A Vendor must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy **any** of the minimum qualifications may result in the immediate rejection of the proposal.

As of July 1, 2015 both the Vendor's company and its key personnel meet all of the following minimum qualifications:

1. The Vendor has at least five (5) years of experience with school food service programs.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. The Vendor has the resources and ability to provide **279,000** meals per fiscal year.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. The Vendor has knowledge and experience with the National School Lunch Program.

Yes \_\_\_\_\_ No \_\_\_\_\_

4. The Vendor has professional references that demonstrate and evidence the ability to perform the required services.

Yes \_\_\_\_\_ No \_\_\_\_\_

5. The Vendor is licensed to do business in the state of New York.

Yes \_\_\_\_\_ No \_\_\_\_\_

6. The Vendor has obtained all necessary permits, including a health permit, as required by the State of New York.

Yes \_\_\_\_\_ No \_\_\_\_\_

## Attachment C

### Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Vendor's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in **Attachment C**, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing vended meal and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last three (3) years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide applicable financial data that will demonstrate the proposer's ability to perform, including sufficient capital to cover start-up and operating costs for a proposed one (1) year agreement.
7. Provide a recommended transition plan that describes the steps the Vendor will take to begin providing the services described in this RFP.

## Attachment D

### Vendor References

List three (3) references to which the Vendor has provided vended meal services within the past five (5) years.

Failure to complete and return this Attachment will cause your proposal to be rejected.

<b>Reference 1</b>		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
<b>Reference 2</b>		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		
<b>Reference 3</b>		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

**Attachment E**

**Fee Proposal**

Cost Per Meal Table Basic Instructions: provide the cost per meal; base all food costs on the vendor provided 21-day cycle menu

**COST PER MEAL**

Note: prices must **not** include values for USDA Foods and must include all meal programs.

<b>MEAL</b>	<b>UNITS<sup>1s</sup></b>	<b>RATE<sup>2</sup></b>	<b>TOTAL<sup>3</sup></b>
Breakfast	85,500	\$	\$
Lunch	81,000	\$	\$
After School Snack	112,500	\$	\$
<b>TOTAL</b>	<b>279,000</b>	<b>\$</b>	<b>\$</b>

<sup>1</sup> To be completed by SFA

<sup>2</sup> All rates to be completed by bidder

<sup>3</sup> To be completed by bidder - all totals must be carried out to the second decimal place and must not be rounded

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

By submission of this bid, the bidder certifies that in the event the bidder receives an award under this solicitation the bidder shall operate in accordance with all current applicable state and federal regulations.

Signature of Bidder's Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Attachment F

### Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

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#### 1. LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) 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, or an employee of a Member of Congress 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 these instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## Attachment G

### Disclosure Of Lobbying Activities and Instructions

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

Approved by OMB  
No. 0348-0046

<p>1. Type of Federal Action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing <input style="float: right;" type="checkbox"/></p> <p>b. Material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p><input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>		
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>		
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p>		
	<p>Print Name:</p>		
	<p>Title:</p>		
	<p>Telephone No: (    )</p>	<p>Date:</p>	
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction</i> Standard Form (SF—LLL (Rev. 7-97))</p>	

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment H**

**Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

- A. The contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, 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.
  
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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Contractor/Company Name Award Number, Contract Number, or Project Name

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Name(s) and Title(s) of Authorized Representatives

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Signature(s) Date

**Attachment I**  
**Certificate of Independent Price Determination**  
**Both the SFA and Vendor shall execute this Certificate of Independent Price Determination.**

\_\_\_\_\_  
 Name of VENDOR

\_\_\_\_\_  
 Name of SFA

- A. By submission of this offer, the offeror (VENDOR) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
  3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  2. He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of VENDOR’s  
 Authorized Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

*In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.*

\_\_\_\_\_  
 Signature of SFA’s  
 Authorized Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

Note: Accepting a Vendor’s offer does not constitute award of the contract.

## **Attachment J**

### **Menu Specifications**

Vendor must submit a twenty-one (21) day breakfast, lunch and snack menu. All menus must meet minimum USDA National School Lunch, School Breakfast, and Afterschool Snack program meal pattern requirements for the applicable grade groups.

SFA will examine the sample menu on three criteria: 1) meal nutrition; 2) meal variety; 3) menu compliant with USDA meal pattern requirements, and state/federal portion sizes and nutritional values.

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, produce, dairy and meat.

Meal variety: SFA will examine whether Vendors provide a variety of exciting and interesting meals.

## Attachment K

### Evaluation Criteria

<b>Criteria</b>	<b>Minimum Standard</b>	<b>Evidence/Document Requirement</b>	<b>Points</b>
<b>Financial Stability</b>	Two years of profitable financial performance	Provide copies of company financial statements for past two years	<b>10</b>
<b>Vended Meal Capabilities</b>	Vendor demonstrates experience providing vended meals, has appropriate transportation in working order for meal deliveries  Vendor should have a no-cost software program that allows SFA to make weekly meal orders efficiently.	Transportation plan, equipment inventory  Sample menu ordering included in response. Narrative around meal ordering process.	<b>20</b>
<b>K-12 Experience in the National School Lunch Program</b>	A minimum of five (5) years in K-12 food service management, specifically National School Lunch Program	Documentation of experience as outlined in company history	<b>10</b>
<b>References</b>	Vendor must provide at least three customer references. Contract renewal rate preferred	References will be contacted to assess the vendor's history in providing programs through NSLP; customer service, program management and taste will be assessed.	<b>10</b>
<b>Taste Test</b>	Vendor must participate in the taste test with scholars	Participation in schedule taste test (see RFP timeline)	<b>10</b>
<b>Cost</b>	Vendor with the lowest per meal (lunch) price will receive full points.	Price per meal clearly articulated in Attachment E	<b>40</b>

**Attachment L**

**School Site Data**

<b>School</b>	Zeta South Bronx	Zeta Inwood 187 <sup>th</sup>	Zeta Mount Eden	Zeta Tremont Park
<b>Address</b>	425 Westchester Ave.	652 West 187 <sup>th</sup> St.	1325 Jerome Ave.	1910 Arthur Ave.
<b>City/Zip</b>	Bronx, NY 10455	New York, NY 10033	Bronx, NY 10452	Bronx, NY 10457
<b>SY23 Projected Enrollment</b>	575	560	320	320
<b>Grades</b>	K-5	PK-5	PK-2	PK-2
<b>Est. Breakfast ADP</b>	150	100	100	125
<b>Est. Lunch ADP</b>	150	100	100	100
<b>Est. Snack ADP</b>	200	100	200	125
<b>SY23 Operating Days</b>	180	180	180	180
<b>Contract Start Date</b>	7/1/2022	7/1/2022	7/1/2022	7/1/2022
<b>SY23 Start Date</b>	8/22/22	8/22/22	8/22/22	8/22/22
<b>SY23 End Date</b>	6/16/23	6/16/23	6/16/23	6/16/23
<b>Breakfast Start Time</b>	7:20am	7:20am	7:20am	7:20am
<b>Lunch Start Time</b>	10:45am	10:45am	10:45am	10:45am
<b>Snack Start Time</b>	3:15pm	3:15pm	3:15pm	3:15pm

Each Zeta school site will add a grade level each year to grow to serving scholars in grades PK-12.