



PRE-K - 3  
1605 Kramer Lane  
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## **VENDED MEAL SERVICE**

## **REQUEST FOR PROPOSAL**

**SUBMISSIONS ARE DUE TO THE ADDRESS SHOWN BELOW  
NO LATER THAN 5:00 PM JUNE 8, 2016**

**NYOS CHARTER SCHOOL  
ATTENTION: ALYSSA MOORE  
12301 N. Lamar Blvd.  
Austin, Texas 78753  
Or via email to [amoore@nyos.org](mailto:amoore@nyos.org)**

**Issue date: MAY 23, 2016**

**The responsibility for submitting a response to this Request for Proposal on or before the stated date and time will be solely and strictly the responsibility of the offeror.**



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## I. ENTITY

NYOS Charter School is a public charter school in North Austin serving grades pre-K through 12. NYOS is comprised of two campuses, an Elementary Campus located at 1605 Kramer Ln. and a Secondary Campus located at 12301 N. Lamar Blvd. NYOS will have an estimated enrollment of about 960 students for the 2016-2017 school year.

## II. PURPOSE

NYOS Charter School is seeking proposals from Vendors to provide vended meal services to students for Breakfast, Lunch, and a la carte snacks for both campuses.

## III. TIMETABLE

- (1) Release of Request for Proposal Document: May 23, 2016
- (2) Submittal Deadline: June 8, 2016
- (3) Tentative Award Date: June 17, 2016

## IV. CONTACT PERSON

Potential bidders are encouraged to contact Alyssa Moore at [amoore@nyos.org](mailto:amoore@nyos.org) and Kathleen Zimmermann at [kzimmermann@nyos.org](mailto:kzimmermann@nyos.org) to clarify any part of the RFP.

## V. SERVICES TO BE PROVIDED

The provider selected by NYOS will provide serving staff and ready to eat meals and snacks that meet or exceed USDA and Texas state law requirements for the National School Breakfast Program (SBP) and National School Lunch Program (NSLP) reimbursement. The proposal covers the furnishing of all components of food service including containers, serving implements if required and individually packaged service items.

All necessary materials and equipment shall be provided by the Vendor.

NOTE: NYOS reserves the right to accept or reject any or all proposals, and to waive informalities and minor irregularities in proposals received.



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## SCOPE OF SERVICES

It is not within the capability of NYOS to prepare specified meals under the SBP and NSLP. In providing a response to this RFP the Vendor affirmatively represents that its facilities are adequate to prepare, deliver, and serve specified meals to the School facility and is willing to provide such services to the School on a firm fixed price per meal.

Contract responsibilities will be as follows:

1. The Vendor agrees to prepare specified meals for delivery to the site specified in paragraph 2 per the agreed menu planning option specified in paragraph 6. The school will order meals based on menus to be developed by the Vendor and the School on a weekly and/or monthly basis and will include totals for each site and each type of meal to be delivered.

2. Service site: For the purpose of this Agreement, the Vendor shall prepare, deliver, and serve meals that comply with SBP and NSLP and this agreement to the food service site at the following locations:

NYOS Elementary Campus  
1605 Kramer Ln., Austin, TX 78758  
470 students

NYOS Secondary Campus  
12301 N. Lamar Blvd., Austin, TX 78753  
490 students

3. Delivery requirements:

a. Food may be delivered to each NYOS campus bulk ready to heat, ready for service unless otherwise noted. Food shall be packaged so there will be a minimum of spills in the individual carriers. The Vendor will take any necessary measures including but not limited to, reducing fill level, and/or covering items with appropriate protections to prevent spoilage. Carriers will be provided in a size sufficient to contain all food delivered to the site.

b. If applicable, following the cooking of foods, it may be held as a heated food pending service. The desired minimum temperature for holding food is 140 degrees Fahrenheit.

c. Vehicles used in delivery of meals shall be equipped with adequate facilities for maintaining food at safe temperatures. Both equipment and vehicle must be clean and meet the standards and regulations of the Texas Department of Human Resources. The Vendor must have and maintain relevant state and local certification for any

facility outside the school where meals will be prepared throughout the duration of the contract.

d. Cold food shall be packaged and delivered at 41 degrees Fahrenheit or lower.

e. Frozen food shall be kept at 32 degrees Fahrenheit or below during packing, transportation and storage.

f. Natural food shall be at room temperature and packed in necessary containers to prevent spoilage, spillage or damage to food.

g. Complete meals (including fresh produce) must be delivered to NYOS by 6:00 a.m. for breakfast and 7:30 a.m. for lunch the day the meals are to be served. The amount of time for delivery and serving is included in the holding time. Any changes in the established delivery schedule due to vehicle breakdown, or acts of nature will be communicated directly to NYOS. Any changes in established delivery schedule due to acts of nature, or other events which result in the closure of NYOS will be communicated to the Vendor by 6:00 a.m. on the day of the event.

h. The Vendor will provide a daily receipt form, or on a separate form provided by the Vendor for reporting shortages, substitutions, complaints and supply requests. This form shall be signed by an authorized representative of NYOS who will be provided with a copy of the signed form by the Vendor.

4. Contingency Plans: A procedure for emergencies including weather related, vehicular breakdown, food delivered outside of specified temperature standards, food contamination, spoilage, shortages, shall be established by the Vendor. NYOS will be:

a. Provided with enough shelf stable meals to accommodate in the event of an interruption of service and in the event of shortages. Vendor will have the option of transporting additional meals from nearby branches within a half hour period.

b. Vendor will re-stock NYOS with shelf stable meals for the purpose of interruption of services.

5. Price: Vendor's price for each meal shall be proposed based upon an estimate of approximately 60 breakfast meals and 250 lunches per day. The price includes the cost of all food including packaging, freight, delivery to the schools and all other related costs including, but not limited to condiments, utensils, serving trays and other requirements in order to complete the SBP and NSLP requirements. Please include two different meal prices for both breakfast and lunch. Include one price to include milk with the meal and the other price excluding milk with the meal. If applicable, the Vendor should include a proposal price for

individually packaged entrees and entrees delivered and served family style. The Vendor's price will also include serving staff for each campus.

6. Menu Preparation and Approval: The Vendor shall provide the school, for approval a proposed 30 cycle menu (option to change quarterly) for the operational period, at least ten business days prior to the beginning of the period to which the menu applies. Any changes to the menu made after NYOS' approval must be agreed upon by NYOS and documented on the menu records. Such adjustments shall be made at the earliest convenience of both parties but in no instance later than one week after NYOS' request except that in the case of spoilage. An adjustment for spoilage shall be made in such a manner that the children in attendance on the day of spoilage is discovered shall receive acceptable meals meeting meal requirements. All meals furnished shall meet or exceed U.S. Department of Agriculture requirements for the SBP and NSLP and shall from the inception of this contract, meet those requirements prescribed in 7 CFR 210 and 220. All meals furnished must comply with the menu option and the nutritional mandates of said requirements and must offer fresh produce weekly with at least two different entrees daily. Upon seven days' notice during the service of this contract, Vendor must provide documentation of such compliance, on an item-by-item and weekly summary basis, indicating portion size by weight and nutrient contribution as prescribed in accordance with USDA requirements, for each food component provided. Vendor must additionally provide a complete nutritional analysis for the menu included in the 30 day proposed cycle menu of this proposal. NYOS shall notify Vendor in writing within 10 days of receipt of the next month's proposed cycle menu if any changes, additions or deletions are required.

7. Vendor shall make substitutions in the food components of the meal pattern for students with disabilities (based on a case per case) when their disability restricts their diet and for non-disabled students who are unable to consume a regular meal because of medical or other special dietary needs. Substitutions shall be made on a case-by case basis when supported by a statement of the need for substitutes including recommended alternative foods, unless otherwise exempted by the USDA. Such statement shall, in the case of a student with disability, be signed by a medical doctor or in the case of a non-disabled student be signed by a recognized medical authority. There shall be no additional charge for such substitutions. When an emergency might prevent the Vendor from delivering a specified meal component, the Vendor shall notify immediately the school designated representative so substitutions may be approved. The school reserves the right to request menu changes periodically throughout the contract period.

8. Food preparation. If applicable, Vendor will be required to credit Commodity Product to School as for inventory from a TDA or USDA generated invoice. Vendor shall assure that each meal provided to the School under this Agreement meets the minimum requirements as to the nutritional content as specified by the approved NSLP Meal Planning Option. This includes the nutrition standards set forth in Title 7 Code of the Federal Regulations (CFR) Section 210.10. The menu planning option being used is a traditional food-based menu.

9. Record Keeping. Vendor shall maintain full and accurate records/production worksheets that document: 1) the menus provided to the School during the term of this agreement, 2) a listing of all components of each meal, 3) an itemization of the quantities and portion sizes of each component used to prepare each meal. The Vendor agrees to provide breakfast and lunch preparation documentation by using yield factors for each food item as listed in the U.S. Department of Agriculture (USDA) food buying guide when calculating and recording the quantity of food prepared for each meal and be represented in the event of an Audit. Vendor shall also maintain and make available:

- a. Recipes, nutrition facts labels and any necessary child nutrition labels or product specification sheets related to the menus served;
- b. Such cost records as invoices, receipts or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records;
- c. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the school. Meal count documentation and/or registration will be provided by Vendor (1 person in each site) and must include the number of meals requested by the School in writing.

10. Vendor shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the agreement. Upon request Vendor shall make all accounts and records pertaining to the agreement available to the school, representatives of the Texas Department of Education, USDA, TDA, the U.S. General Accounting Office and the USDA Office of the Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. The Vendor shall further be responsible for the maintenance of the daily meal count report and documents and the Vendor shall certify that the daily meal counts are accurate. The monthly consolidation of the school meal counts shall be prepared and certified to the school not later than three working days after the last service day each month. Cost records including but not limited to source documentation, supporting charges for contractually approved costs (reasonable and necessary) for cost based contracts; cost breakdown of management and administrative fees, if applicable, to demonstrate there is no double billing of charges; time and attendance records for labor costs billed, if applicable, and breakdown of special function costs, if applicable.

11. Quantity. The school shall be allowed to provide the total number of meal orders needed by a reasonable amount of time agreed upon by School and Vendor before the scheduled delivery date.

12. Invoicing. Vendor shall present an invoice accompanied by reports no later than the 15th of each month which itemizes the previous month's deliveries. School shall pay the Vendor within 30 days of receipt of invoice the full amount as presented on the monthly itemized



invoice. The Vendor agrees to forfeit payment for meals which are not delivered in accordance with this Agreement, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the Agreement. In cases of non-performance or noncompliance on the part of the Vendor, the Vendor shall pay the school for any excess costs the school incurs by obtaining meals from another source.

13. Certifications. Vendor shall provide the school with a copy of current health certifications for the food service facility in which it prepares meals for SBP/NSLP. The Vendor also agrees to notify the school of the results of any health inspection that is made during the duration of this agreement within seven days of receipt of the results of such inspection. The Vendor shall maintain proper sanitation practices and health standards in conformance with all applicable state and local laws and regulations. The Vendor shall assure that wholesome ingredients are used and that all food is properly stored, prepared, packaged and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled so as to assure that it does not become contaminated.

14. The Vendor shall provide adequate training in relation to its equipment, delivery schedule, Offer vs. Serve serving requirements, and any other requirements including the recordkeeping and meal requirements of the SBP/NSLP and with local health and safety codes.

- a. All serving staff will complete food allergy, EpiPen administration training, and SBP/NSLP required Civil Rights training. Training resources may be provided by the School by request.

15. School Representative. Vendor shall ensure that a representative is available at the delivery sites to inspect and sign for the requested number of meals daily. This individual will verify the temperature, quality and quantity of each meal delivery, preparation, and service. This individual will work closely with the School Food Service Manager.

### SCHOOL RESPONSIBILITIES

A) Unacceptable meal. The school shall be responsible for informing the Vendor of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours.

B) Meal Estimates. School shall order meals on a daily basis and will include total for each type of meal to be delivered. The initial order shall be placed no later than July 19, 2016 for meal service to begin on July 26, 2016. Thereafter, NYOS shall provide Vendor with the number of meals to be provided by a reasonable amount of time agreed upon by School and Vendor before the next deliver date. Errors in meal order counts made by the school shall be the sole responsibility of the school. School shall provide approximately 177 serving days per school year.

C) Food Service Manager. The school will provide a food service manager who will be the main contact for the Vendor regarding ordering, meal delivery, meal preparation, meal service, and invoicing.

D) The school shall be responsible for cleaning its facility and eating areas. Vendor will retain responsibility for cleaning of all reusable service items if applicable and all meal preparation and service areas.

E) Pricing. The School shall establish all selling prices, including price adjustments, for all reimbursable meals/milk and extra sales.

F) The School shall be responsible for the establishment and maintenance of the free and reduced price meals eligibility roster.

## GENERAL TERMS

1) Employment. The Vendor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment and nondiscrimination in employment. Vendor shall pay its employees directly and shall withhold and pay all applicable taxes and other requirements related to state and federal law including but not limited to social security, insurance, Medicare, liability and workers compensation costs.

2) Indemnity. The Vendor shall indemnify, defend and hold the School harmless against any loss or damage (including attorney's fees and costs of litigation) caused by the Vendor's negligent act or omission, theft by the Vendor's agents or employees, or the negligent or intentional acts or omission of the Vendor's agents or employees. The Vendor shall defend any suit against the School alleging personal injury or property damage arising out of the transportation of meals or other items to the site or out of the acts of Vendor's employees and any suit alleging bodily injury, sickness or disease arising out of the consumption of the meals delivered by the Vendor to the site and shall be liable for any damage agreed to by the parties or awarded as a result of such litigation. The school shall promptly notify the Vendor in writing of any claims against the Vendor or the school and in the event a suit is filed, shall promptly forward to the Vendor all papers in connection therewith. If the Vendor refuses or neglects to defend any such suit, the School may defend, adjust, or settle any such claim and the costs of such defense, adjustment or settlement including reasonable attorney's fees shall be charged to the Vendor.

3) Agreement Modification and Nonperformance or Default. This Agreement including the RFP, any amendments to the RFP and the Vendor proposal, constitutes the entire understanding between the Vendor and the school with respect to the subject matter hereof and there are no other written or oral understandings or agreements with respect hereto. No variation or modification of the agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the School and the Vendor. No



assignment or transfer of this Agreement may be made, in whole or in part without the prior written consent of NYOS.

4) The School may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:

a) The Vendor fails to make delivery of meals, other agreed upon items (eating utensils, service items, storage equipment, supplies), or to perform the services within the time specified herein.

b) The Vendor fails to perform any of the provision of this Agreement in accordance with its terms and does not correct such failure within 48 hours after requested to do so.

5) Duration. The Agreement between the Vendor and NYOS shall become effective after both parties sign it. The Vendor shall provide meals during the period starting on the effective date and ending on the last day of the 2016-2017 school year. The Agreement between the Vendor and NYOS is renewable on terms mutually agreed upon by the parties as allowed by state and federal rules and law. All notices to the school shall be addressed to the School at the address listed on the signature page, and all notices to the Vendor shall be addressed to the Vendor at the address listed on the signature page.

6) Termination without cause. Either party may terminate the Agreement between the Vendor and NYOS at any time upon sixty (60) days prior written notice to the other of such party's intention to terminate this agreement for any reason.

7) The School and the Vendor shall not be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.

8) The Vendor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed through the term of the contract for a period of at least five (5) years following the date of the final payment or completion of any required audit, whichever is later, records to be maintained include both financial and service records. The Vendor shall permit the Auditor of the school, local, state or federal government or representative of the School Food Authority to access, examine, audit, excerpt and transcribe any pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor related to the orders, invoices or payments or any other documentation or materials pertaining to the Contract wherever such records may be located during normal business hours. The Vendor shall not impose a charge for such audit or examination. If audit discloses incorrect billing or improprieties the Vendor shall be

responsible for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct shall be referred to the proper authorities. Vendor is to certify that its bid submitted in response to this Request for Proposals is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

11) Insurance. Vendor shall maintain during the term of this agreement insurance policies described below by companies licensed in Texas. Such coverage shall remain in effect for the term of the contract and any extension thereof. The School shall be named as an additional insured on all coverage for the length of the contract. General Liability coverage must be provided by a Commercial General Liability Policy on an occurrence basis only. Claims-made basis will not be acceptable.

General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Each Occurrence: \$1,000,000 (including bodily injury and property damage)

Personal & Advertising Injury \$1,000,000

Automobile Liability in the amount of \$1,000,000

Worker's Compensation coverage, as required by law and Employer's Liability limits of \$500,000.

Umbrella of \$1,000,000, attaching over your general liability, automobile liability and employers liability.

Insurance listing NYOS Charter School as additional insured shall be sent to:  
12301 N. Lamar Blvd., Austin, TX 78753

12) Security Requirements. Vendor agrees to perform and pay for fingerprinting and background checks on all employees, supervisors and any other team member that represents the Vendor on NYOS premises. The Vendor must certify that all trained employees have completed a fingerprinting background check and have no barring criminal offenses in accordance with Senate Bill 9 and school policy.

13) The Vendor shall comply with:

- a) the Buy American requirement set forth in 7 C.F.R. § 220.16(d)
- b) all applicable environmental rules and regulations in accordance with 7 C.F.R. 3016.37(i)(12) all rules and regulations regarding conflicts of interest set forth in 7 C.F.R. § 3016.36(b)(3)(iv); Tex Loc Gov't Code 171
- c) the means to avoid unnecessary or duplicative purchases set forth in 7 C.F.R. § 3016.36(b)(4))

## VENDOR PROPOSAL REQUIREMENTS

To be considered for selection the proposal response must provide the information required below in the format requested.

1. Provide a letter of introduction signed by an officer of the respondent's company authorized to enter contractual agreements on behalf of the company, containing the following:
  - a. A brief description of the company, and the name, address, e-mail and phone number of the contact person.
  - b. A summary of the respondent's understanding of the scope of services and a description of the respondent's ability to provide the services required in the Scope of Services section of this document.
  - c. Documentation proving that you meet all licensure, certification and training requirements listed explicitly or any qualifications reasonably required for the performance of duties outlined in the Scope of Services and General Guidelines.
  - d. A statement that you have been provided with a copy of our year-round school calendar (attached) and will provide meals on all days school is in session.
  
2. Provide a description of your experience and qualifications containing the following information:
  - a. Brief description of your company's background and history.
  - b. Number of employees in your company.
  - c. Brief description of any changes in corporate structure or ownership in the past three (3) years or any such anticipated changes in the next year.

Provide a list of three verifiable references, all of whom are able to comment on your company's relevant experience. References similar to NYOS in size and nature are preferred. Please include group name, contact name and a telephone number and e-mail for each reference.

All proposals will be evaluated according to, but not necessarily limited to, the following:

- Your company's indicated ability to provide a level of service sufficient to meet NYOS' needs, as stated in your response to the Scope of Services.
- Extent and success of previous work your company has provided to organizations similar in nature and size to NYOS, as determined by NYOS' contact with listed references.
- The proposal itself as an example of your company's work product.
- Cost
- Adherence to RFP requirements, including: completion of all required forms (attached); provision of all requested information; adequacy of responses, and return of the RFP by the stated deadline.



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**REQUEST FOR PROPOSAL  
SIGNATURE PAGE**

**Proposals shall be received until 5pm on June 8, 2016** for supplying NYOS Charter School with vended meal services during the school year of 2016-2017, with options for renewal of the contract not to exceed four additional years.

**Proposals**, subject to all the conditions and specifications attached hereto, shall be received via email and shall have ***"Proposal for Vended Meals"*** as the subject line.

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

Additional information required to adequately respond to this **Request for Proposal** may be obtained from NYOS:

Alyssa Moore  
Assistant Director of Operations  
NYOS Charter School  
12301 N. Lamar Blvd.  
Austin, TX 78753  
(512) 583-6967 ext. 397  
[amoore@nyos.org](mailto:amoore@nyos.org)

***and***

Kathleen Zimmermann  
Executive Director  
NYOS Charter School  
12301 N. Lamar Blvd.  
Austin, TX 78753  
(512) 583-6967 ext. 374  
[kzimmermann@nyos.org](mailto:kzimmermann@nyos.org)

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

By submitting a proposal, the proposer / offeror / vendor agrees to waive any claim it has or may have against NYOS, and its directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any bid; (2) any requirements under the solicitation, bid package, or related documents; (3) the rejection of any bid or any part of any bid; and/or (4) the award of a contract, if any.

We, as an interested party, agree to the above criteria and the attached specifications and have submitted our proposals are requested.

**Note: Failure to sign will disqualify bid.**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (PRINT) & TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_



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**EXHIBIT A**  
**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 Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants’ responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **EXHIBIT A: 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 determined that the prospective lower tier participant knowingly rendered an erroneous certification, 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom 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", "debarred", "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 rules implementing Executive Order 12549. 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 Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered 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, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 5 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.





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**EXHIBIT B**

**ANTI-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Signed

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My commission expires \_\_\_\_\_



PRE-K - 3  
1605 Kramer Lane  
Austin, TX 78758  
T 512-275-1593  
F 512-287-5258

4 - 12, ADMINISTRATION  
12301 N. Lamar Blvd.  
Austin, TX 78753  
T 512-583-6967  
F 512-583-6973

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### EXHIBIT C Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds

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 certification 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 shall be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **NYOS Charter School** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or shall 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 **NYOS Charter 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 award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_

\_\_\_\_\_

Name/Address of Organization

\_\_\_\_\_

Name/Title of Submitting Official

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



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**EXHIBIT C  
 DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
 0348-0046

Complete this form to disclosure lobbying activities pursuant to 31 U.S.C. 1352

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

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

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

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or shall be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or shall be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

July-16				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	(26)	27	28	29

August-16				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

September-16				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	(23)
26	27	28	29	30

October-16				
M	T	W	Th	F
3	4	5	6	7
(10)	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November-16				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

December-16				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	(15)	16
19	20	21	22	23
26	27	28	29	30

January-17				
M	T	W	Th	F
2	(3)	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

February-17				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

March-17				
M	T	W	Th	F
	-	1	2	3
6	7	8	9	(10)
13	14	15	16	17
20	21	22	23	24
(27)	28	29	30	31

April-17				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May-17				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	(25)	26
29	30	31		

June-17				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

- (1) First/last day of quarter
- 1 Staff development (student break)
- School breaks
- 1 EOC/STAAR testing
- 1 PSAT Testing

Student Break Days	
Sep	5 Labor Day Holiday
Sep	26-Oct 7 Fall Break
Nov	21-25 Thanksgiving Break
Dec	16-Jan 2 Winter Break
Jan	16 MLK Holiday
Feb	20 Presidents' Day
Mar	13-24 Spring Break
Apr	14 Spring Holiday



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