

Date Due: May 5th, 2011
DUE NO LATER THAN 2:00 P.M.
LOCAL TIME IN Houston, TEXAS

*Proposals received later than the date
and time above will not be considered.*

YES/KIPP Houston/KIPP SAN Antonio REQUEST FOR PROPOSAL Cover Sheet

**REQUEST FOR PROPOSAL: To Provide Food services for students attending YES
Prep, KIPP Houston and KIPP San Antonio Charter Schools**

NOTE TO PROPOSERS!!

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and/or samples and return as instructed in Special Requirements/Instructions.

RETURN PROPOSAL TO:
**Andy Beauchamp
6201 Bonhomme, Suite 168N
Houston, TEXAS 77036**

For additional information, contact Andy Beauchamp at andy.beauchamp@yesprep.org or 713 967-9020.

You must sign below in INK; failure to sign WILL disqualify the proposal. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone Number.: _____ FAX No.: _____

Email: _____

Print Name: _____ Signature: _____

[Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of this Request for Proposal.]

INTENT TO RESPOND

Vendor: If you intend to respond to this offer, please fax this one page form to Andy Beauchamp (Fax# 713 589-2502) no later than noon on **Friday April 15th, 2011.**

DATE: _____

TO: Andy Beauchamp (Procurement Manager)

FROM: _____ (company name)

_____ (street address)

_____ (city, state, zip)

_____ (contact name/phone#)

RE: **Vendor's intent to respond to proposal to provide food services for YES Prep Public Schools/KIPP Houston/KIPP San Antonio.**

In order that YES/KIPP Houston/KIPP SAN Antonio may assess a potential vendor's interest in this job, please check one of the below and fax form to **713 589-2502**.

Our company intends to respond to this job _____

Our company declines to respond to this job _____

Optional: Reason for declining:

Declining to respond will not eliminate the vendor from future consideration for jobs with YES Prep/KIPP Houston/KIPP San Antonio.

TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

Items below represent components that comprise this Request for Proposal (RFP) package. Suppliers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Andy Beauchamp immediately (713 967-9020).

It is the vendor's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.
2. **Table of Contents**
This page is the Table of Contents.
3. **General Requirements**
You should be familiar with all of the General Requirements.
4. **Special Requirements/Instructions**
This section provides information you must know in order to make a proposal properly.
5. **Specifications**
This section contains the detailed description of the product/service sought by YES/KIPP Houston/KIPP SAN Antonio.
6. **Proposal**
This form is used to solicit exact pricing of goods/services and delivery costs.
7. **Attachments**
 - a. **Financial Statement**
 - b. **Reference Sheet**

GENERAL REQUIREMENTS

ACCESS TO RECORDS

Proposer may be required to allow duly authorized representatives of YES/KIPP Houston/KIPP SAN Antonio, and local, state, and federal government access to contracts, books, documents, and records necessary to verify the nature, extent, and cost of services provided by the supplier.

AWARD

YES/KIPP Houston/KIPP SAN Antonio reserves the right to reject any and all proposals, and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of YES/KIPP Houston/KIPP SAN Antonio and waive any and all minor irregularities in any proposal(s). YES/KIPP Houston/KIPP SAN Antonio further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended RFP if such action is deemed in the best interest of YES/KIPP Houston/KIPP SAN Antonio.

OFFER COMPLETION

Fill out and return to Andy Beauchamp one complete proposal form, as instructed under the Special Requirements section of this document. An authorized company representative should sign the Cover Sheet. Completion of these forms is intended to verify that the proposer has submitted the proposal, is familiar with its contents and has submitted the material in accordance with all requirements.

The submission of a response shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed. All terms, conditions, specifications, stipulations and supplier requirements stated in the RFP, any attached Appendices to the RFP and any and all Addenda issued shall become part of the contract entered into between YES/KIPP Houston/KIPP SAN Antonio and the Supplier.

OFFER RETURNS

Proposers must return all completed proposals to the office of Andy Beauchamp as indicated on the Cover Sheet of this package. Late proposals will not be accepted. It is the responsibility of the responding supplier to assure that the response is received prior to the date/time indicated on the Cover Page of this package. YES/KIPP Houston/KIPP SAN Antonio is not responsible for delays due to "busy" fax lines, etc.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between YES/KIPP Houston/KIPP SAN Antonio and the proposer. Any price escalations are limited to those stated by the proposer in the original proposal.

DIGITAL FORMAT

If proposer obtained the proposal specifications in digital format in order to prepare a response, ***the proposal must be submitted in hard copy*** according to the instructions contained in this package. If, in its response, proposer makes any changes whatsoever to the YES/KIPP Houston/KIPP SAN Antonio published RFP specifications, the RFP specifications ***as published*** by YES/KIPP Houston/KIPP SAN Antonio shall control. Furthermore, if an alteration of any kind to the RFP specifications as published is discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF PROPOSER

Upon signing this offer document, a proposer certifies that the proposal has not violated the antitrust laws of this state codified in §15.01, *et seq.*, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if YES/KIPP Houston/KIPP SAN Antonio believes that collusion exists among the proposers. Proposals in which the prices are obviously unbalanced may be rejected.

EVALUATION

In evaluating the proposals submitted, YES/KIPP Houston/KIPP SAN Antonio will apply the “Best Value” process in selecting the supplier to be awarded a contract for this project. **Purchase price is not the only criteria that will be used in the evaluation process.** The selection process will include, but not be limited to, the following considerations:

1. The quality and range of goods and/or services the firm proposes to provide.
 - a. Above minimum TDS food standard to include meals and ingredients free from artificial preservatives and additives
 - b. Above minimum TDA food standards to include meat and dairy products that are free of antibiotics and added hormones
2. The extent to which the goods and/or services meet YES/KIPP Houston/KIPP SAN Antonio needs.
3. The firm’s overall experience, reputation, expertise, stability and financial responsibility.
4. The Proposer’s past relationship, if any, with YES/KIPP Houston/KIPP SAN Antonio.
5. The experience and qualifications of the staff member that will be assigned to service the YES/KIPP Houston/KIPP SAN Antonio account.
6. The ability to provide service in a safe, reliable, expedient and efficient manner.
7. Facilities and business processes and practices (computerized information systems, access to industry facilities, quality and range of management reports, etc.) that will be used in servicing the YES/KIPP Houston/KIPP SAN Antonio account.
8. The Proposer’s financial terms offered to YES/KIPP Houston/KIPP SAN Antonio.
9. The total long-term cost to YES/KIPP Houston/KIPP SAN Antonio to acquire the Proposer’s goods or services.
10. Centralized culinary facility with fresh food preparation and guaranteed distribution
11. Social piece...labor force of or parents

Any other relevant factor(s) specifically listed in the request for proposals.

All proposals must be valid for a minimum period of one hundred-twenty (120) days from the due date of this RFP. Proposers shall furnish YES/KIPP Houston/KIPP SAN Antonio such additional information as YES/KIPP Houston/KIPP SAN Antonio may reasonably require.

YES/KIPP Houston/KIPP SAN Antonio reserves the right to contact references from the Supplier's client list, or any other persons considered relevant by YES/KIPP Houston/KIPP SAN Antonio.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Contract prices and terms are to remain firm through project completion. The Supplier shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

Respondents are strongly encouraged to offer pricing that is aligned to the Texas Department of Agriculture's (TDA) student meal reimbursement rates for breakfast, lunch, and snack; complete with price structures that reflect potential variations in TDA reimbursement rates, realizing that YES/KIPP Houston/KIPP SAN Antonio have additional expenses for the food program that need to be funded by the federal reimbursement revenue as well.

YES/KIPP Houston/KIPP SAN Antonio reserves the right to conduct personal interviews of any or all potential suppliers prior to selection. YES/KIPP Houston/KIPP SAN Antonio will not be liable for any costs incurred by the supplier in connection with such interviews or with the submission of any response.

DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, the interpretation of YES/KIPP Houston/KIPP SAN Antonio shall govern.

GOVERNING LAW

Any agreements resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and wholly performed within such state (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, for disputes with YES and KIPP Houston or County of Bexar, State of Texas for disputes with KIPP San Antonio, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to any such agreements.

HOLD HARMLESS AGREEMENT

The successful supplier(s) shall indemnify, hold harmless, and defend YES/KIPP Houston/KIPP SAN Antonio, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the contractor and its subcontractors, agents and employees (paid or volunteer) in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting there from. Such indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

INSPECTIONS

YES/KIPP Houston/KIPP SAN Antonio reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and needs of YES/KIPP Houston/KIPP SAN Antonio. If a proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, YES/KIPP Houston/KIPP SAN Antonio can reject the proposal as inadequate.

TESTING

YES/KIPP Houston/KIPP SAN Antonio reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of YES/KIPP Houston/KIPP SAN Antonio. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

INVOICES AND PAYMENTS

YES/KIPP Houston/KIPP SAN Antonio standard payment terms are net 30 days after receipt of invoice. When a supplier offers YES/KIPP Houston/KIPP SAN Antonio a cash discount for payment of an invoice(s) with stated discount terms, every effort will be made to obtain the cash discount.

Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice.

Invoices should be provided to YES/KIPP Houston/KIPP SAN Antonio in a timely manner. Suppliers are requested to invoice YES/KIPP Houston/KIPP SAN Antonio within 30 days of providing goods and/or services to YES/KIPP Houston/KIPP SAN Antonio. Suppliers who continuously invoice YES/KIPP Houston/KIPP San Antonio in a manner that is outside of generally accepted business practices may affect their continuing relationship with YES/KIPP Houston/KIPP SAN Antonio.

In the event a supplier presents YES/KIPP Houston/KIPP SAN Antonio with invoices, statements, reports, etc. that are incomplete, or inaccurate, YES/KIPP Houston/KIPP SAN Antonio may be required to perform substantial research that could result in delay of payment. YES/KIPP Houston/KIPP SAN Antonio will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices by supplier.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

SCANNED OR RE-TYPED RESPONSE

If in its response, proposer either electronically scans, re-types, or in some way reproduces the YES/KIPP Houston/KIPP SAN Antonio published RFP package, then in the event of any conflict between the terms and provisions of the published RFP package, or any portion thereof, and the terms and provisions of the response made by the proposer, the RFP package **as published** by YES/KIPP Houston/KIPP SAN Antonio shall control. Furthermore, if an alteration of any kind to the YES/KIPP Houston/KIPP SAN Antonio published RFP package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data in the returned offer package. Literature, brochures, data sheets, specification information, completed forms requested as part of the offer package and any other facts that may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the proposer wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

YES/KIPP Houston/KIPP SAN Antonio is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, YES/KIPP Houston/KIPP SAN Antonio will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Texas Limited Sales Tax Exemption Certificates will be furnished to suppliers upon written request to YES/KIPP Houston/KIPP SAN Antonio.

TERM CONTRACTS

Any contract that results from this RFP shall be for a period of one year from the effective date of the contract with an exclusive option by YES/KIPP Houston/KIPP SAN Antonio to renew on an annual basis thereafter for two additional one-year terms with the consent of both parties. There is to be an additional 90-day transitional period added to the end of the contractual agreement. The contractual prices, terms and conditions are to remain in force during the transitional period.

The successful Supplier, as determined by YES/KIPP Houston/KIPP SAN Antonio, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No Supplier shall obtain any interest or right in any award until YES/KIPP Houston/KIPP SAN Antonio has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract. The successful Supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from YES/KIPP Houston/KIPP SAN Antonio.

QUANTITY

There is no guaranteed amount of business, expressed or implied, to be purchased or, contracted for by YES/KIPP Houston/KIPP SAN Antonio in the initial one year contract term or in subsequent renewals that may or may not be negotiated and agreed to by YES/KIPP Houston/KIPP SAN Antonio any supplier(s). However, the supplier(s) awarded the contract shall furnish all required goods and/or services to YES/KIPP Houston/KIPP SAN Antonio at the stated price, when and if required.

CONTRACT TYPE

The preferred contract type to be awarded is a fixed fee contract. However, if a supplier has reason to believe a better (more cost effective) method is practical, then the supplier is encouraged to offer that better pricing option as an alternative in its submitted proposal. YES/KIPP Houston/KIPP SAN Antonio will consider that type of contract as it compares with other recommended contract options. The contract type providing the best "Total Cost" value, over the longest period of time is what YES/KIPP Houston/KIPP SAN Antonio seeks. Suppliers are required to provide YES/KIPP Houston/KIPP SAN Antonio with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered. Where the needs of Yes and KIPP are congruent, a single contract will be negotiated; where the needs of YES, KIPP Houston and KIPP San Antonio diverge, amendments reflecting separate and unique provisions will be negotiated.

TERMINATION

YES/KIPP Houston/KIPP SAN Antonio reserves the right to terminate the contract without cause with 30 days prior written notice and with five days prior written notice for cause, if Supplier breaches any of the terms therein, including warranties of Supplier or if the Supplier becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies that YES/KIPP Houston/KIPP SAN Antonio may have in law or equity. Cause may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to YES/KIPP Houston/KIPP SAN Antonio's satisfaction and/or to meet all other obligations and requirements.

If the supplier breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, YES/KIPP Houston/KIPP SAN Antonio will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate any contract with five (5) days prior written notice to the supplier.

YES/KIPP Houston/KIPP SAN Antonio will then be relieved of all obligations, except to pay the reasonable value of the supplier's prior performance (at a cost not exceeding the contract rate, subject to any offers). The supplier will be liable to YES/KIPP Houston/KIPP SAN Antonio for all costs exceeding the contract price that YES/KIPP Houston/KIPP SAN Antonio incurs in completing or procuring the service as described in the proposal. YES/KIPP Houston/KIPP SAN Antonio's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

TRANSITION

Once an executed contract with the supplier terminates for any reason, YES/KIPP Houston/KIPP SAN Antonio reserves the right to have a period of time to transition the contracted goods and/or services provided to YES/KIPP Houston/KIPP SAN Antonio by the supplier to a new provider. During this transition period, YES/KIPP Houston/KIPP SAN Antonio will pay for these goods and/or services to the provider at the negotiated rate(s) in existence at that time. YES/KIPP Houston/KIPP SAN Antonio further reserves the right to establish the length of the transition period and communicate this transition time period to the provider. The provider agrees to accept the length of time established by YES/KIPP Houston/KIPP SAN Antonio and to provide all goods and/or services previously provided during the life of the contract and to accept compensation at the existing negotiated rate(s).

FUNDING OUT OPTION

Any contract resulting from this RFP is contingent upon the continued availability of budget appropriations and is subject to cancellation, without penalty to YES/KIPP Houston/KIPP SAN Antonio, either in whole or in part, if funds are not appropriated by the YES/KIPP Houston/KIPP SAN Antonio Board of Directors, or otherwise not made available to YES/KIPP Houston/KIPP SAN Antonio.

WARRANTIES

Proposers shall furnish all data pertinent to warranties or guarantees that may apply to items in the proposal. Proposers may not limit or exclude any implied warranties.

ASSOCIATION

Suppliers may not use the YES/KIPP Houston/KIPP SAN Antonio official logo(s), or any phrase associated with YES/KIPP Houston/KIPP SAN Antonio, without the written permission from YES/KIPP Houston/KIPP SAN Antonio.

DISCLOSURE

All information and documentation related to this RFP submitted by proposers may be subject to public disclosure under the Texas Public Information Act (Texas Government Code Section 552.001, et seq.).

EXCEPTIONS

If any exceptions are taken to any portion of this RFP, the Supplier must clearly indicate the exception taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFP as proposed by YES/KIPP Houston/KIPP SAN Antonio. YES/KIPP Houston/KIPP SAN Antonio reserves the right to reject a proposal containing exceptions, additions, qualifications, or conditions.

PROPOSAL PREPARATION COSTS

All costs related to the preparation and submission of this proposal shall be paid by the proposer. Issuance of this RFP does not commit YES/KIPP Houston/KIPP SAN Antonio, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate YES/KIPP Houston/KIPP SAN Antonio to award a contract or purchase any goods and services stated in the RFP.

RETENTION OF PROPOSAL DOCUMENTATION

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of YES/KIPP Houston/KIPP SAN Antonio.

MODIFICATION/WITHDRAWAL OF PROPOSAL

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, by facsimile written transmission, or in person before the response date.

SPECIAL REQUIREMENTS/INSTRUCTIONS

VENDOR INSTRUCTIONS

Responses to this RFP shall be formatted as follows:

All proposals must be typed on standard 8 ½ x 11 paper and organized in the following order for consistency and ease of review:

- Section I Offer Cover Page (completed); and signed addenda, if any
- Section II Pricing Proposal
- Section III Narrative to include:
 - a. Brief introduction and history of organization
 - b. Any information the contractor wishes to provide that is not included in answers to the Questionnaire
- Section IV Contractor's information
 - a. Answers to Questionnaire and attachments
 - b. Company financial statement for the most recently completed year
 - c. References

Proposals may mailed or delivered to the offices of Andy Beauchamp, 6201 Bonhomme Suite 168N, Houston, Texas 77036. **ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 2:00 PM ON MAY 2nd, 2011.**

EVALUATION AND AWARD

This RFP in no manner obligates YES/KIPP Houston/KIPP SAN Antonio to eventual rental, lease, purchase, etc. of any equipment or service described, implied or that may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of YES/KIPP Houston/KIPP SAN Antonio and may be terminated at any time prior to the signing of the contract.

YES/KIPP Houston/KIPP SAN Antonio may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful proposer(s). If YES/KIPP Houston/KIPP SAN Antonio is unable to agree to contract terms, YES/KIPP Houston/KIPP SAN Antonio reserves the right to terminate contract negotiations with a proposer and initiate negotiations with another proposer. YES/KIPP Houston/KIPP SAN Antonio reserves the right to select services and products from any number of proposers if in its sole discretion it is in the best interest of YES/KIPP Houston/KIPP SAN Antonio to do so.

Evaluation will consider the proposal(s) best meeting the needs and requirements of YES/KIPP Houston/KIPP SAN Antonio and such evaluation and determination of best value shall be solely at the discretion of YES/KIPP Houston/KIPP SAN Antonio. **Purchase price is not the only criteria that will be used in the evaluation process.**

Submission of a proposal implies the proposer’s acceptance of the evaluation criteria and proposer’s recognition that subjective judgments can and will be made by those individuals evaluating proposals.

Emphasis will be placed on a proposer’s capability to perform within the specifications of the RFP and will include, but not be limited to, the following:

- | | | |
|----|---------------------------------|-----|
| 1. | Compliance with specifications | 25% |
| 2. | Quality of food | 30% |
| 3. | Cost | 15% |
| 4. | Contractor financial stability | 10% |
| 5. | References and past performance | 10% |
| 6. | Pre-Bid Meeting Participation | 10% |

References, site visits, and facility inspections may be used to make judgments directly affecting the award of this contract.

YES/KIPP Houston/KIPP San Antonio anticipate using a two-step selection process. Vendors selected to move forward should be prepared to present to senior management on April 15th. Selected vendor will be notified by April 8th if they have been selected to move forward in the selection process. YES/KIPP Houston/KIPP San Antonio reserve the right select a winning vendor from the initial responses.

CONTRACT TERMS

YES, KIPP Houston and KIPP San Antonio reserve the right to award separate contracts. Vendors are encouraged to bid on the service as a whole but proposals for only one entity will be accepted. Contracts will be for one year with two one-year renewals.

NON-PERFORMANCE BY CONTRACTOR

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by YES/KIPP Houston/KIPP SAN Antonio on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required personnel standards and operating performance standards;
3. Failure to maintain appropriate and/or necessary personnel licenses and certifications;
4. Failure to meet all inspections, certifications, etc. that are needed to comply with federal, state and/or local requirements;
5. Failure to keep and maintain all required insurance coverage;
6. Failure to cure deficiencies within a reasonable amount of time as stated herein.

PRE-BID MEETING

A pre-bid meeting will be held on April 21st, 2011 at 2:00 PM during which time any questions regarding the RFP will be answered. Attendance is not mandatory, but points will be awarded for those who participate. For any vendors not able to participate in-person, a phone number will be provided upon request. The meeting will be held at the office of YES Prep, 6201 Bonhomme Rd, STE 168N, Houston, TX 77036.

INSURANCE

The selected contractor(s) shall carry, at a minimum as shown in the table below, Accidental Insurance.

Workers' Compensation or Accidental Insurance Requirements

Type of coverage	Minimum Coverage
Medical expenses and coverage for at least 104 weeks	\$ 300,000
Accidental death and dismemberment, 70% of employee's pre-injury income for not less than 104 weeks when compensating for loss of income	\$100,000
Maximum weekly benefit	\$500

Additionally, Suppliers shall carry Commercial General Liability insurance with a minimum combined single limit of \$1,000,000.

Suppliers shall submit evidence with the proposal and again at the time of any execution of any contract with YES/KIPP Houston/KIPP SAN Antonio that they have in full force and effect all insurance requirements listed above. Suppliers shall maintain such insurance in full force and effect throughout the duration of the agreement and must provide YES/KIPP Houston/KIPP SAN Antonio with immediate notification of any lapses in coverage.

YES/KIPP Houston/KIPP SAN Antonio shall be named as an Additional Insured on the Commercial General Liability policies. YES/KIPP Houston/KIPP SAN Antonio shall be named as an Alternate Employer on the Workers' Compensation policy. A Waiver of Subrogation shall be issued in favor of YES/KIPP Houston/KIPP SAN Antonio on the Workers' Compensation, Automobile and Commercial General Liability policies.

Suppliers shall provide YES/KIPP Houston/KIPP SAN Antonio with original certificates of insurance, acceptable to YES/KIPP Houston/KIPP SAN Antonio. Such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to YES/KIPP Houston/KIPP SAN Antonio. In the event there is a deductible on any policy, Suppliers shall provide evidence to the satisfaction of YES/KIPP Houston/KIPP SAN Antonio that it is able to satisfy the deductible.

Subcontractors to suppliers shall be required to show evidence of coverage of the types of insurance indicated above.

FOOD HANDLERS

Vendor shall furnish all personnel required to prepare, deliver, and serve all meals. Vendor employees must be certified according to state and local health and sanitation requirements.

BACKGROUND CHECK OF FOOD HANDLERS

A criminal history background check must be completed every year and upon initial hire to determine that all employees used or to be used on YES/KIPP Houston/KIPP SAN Antonio campuses are in compliance with state statutes regarding individuals working in schools in the State of Texas, as well as any local hiring policies of YES or KIPP. This is to include fingerprint based background checks as required by Texas law. The cost of all background checks will be the responsibility of the winning vendor.

OFFICE AND EQUIPMENT REQUIREMENTS

The office and staff members must be available to answer questions from YES/KIPP Houston/KIPP SAN Antonio/KIPP staff members from 3 hours before the first meal is served until 2 hours after the last meal is served on days that meals are provided.

A functional plain paper fax machine must be in every food service office capable of sending and receiving fax documents 24 hours per day.

Other non-specified pieces of office equipment are required for an office to be functional. The vendor is required to provide sufficient equipment to make the food service office functional as needed.

KITCHEN FACILITIES REQUIREMENTS

Vendors shall maintain adequate facilities and equipment to ensure that food and meals are maintained in a safe condition. In addition, kitchen facilities will comply with all local, state, and federal laws and regulations related to the operation of food service facilities.

ADJUSTMENTS TO REQUIRED NUMBER OF MEALS

A vendor is expected and required to successfully serve meals to all students. YES/KIPP Houston/KIPP SAN Antonio offer no guarantee as to the number of meals awarded will throughout the term of this agreement. Compensation to the vendor shall be adjusted to the number of meals actually served.

LATE MEALS

Schools must be notified by phone as soon as possible if meals may be delivered late by 15 minutes or more for any reason. Meals will be considered late if delivered to a school more than 10 minutes past the scheduled arrival time.

SERVING EQUIPMENT

Vendor shall provide proposals for the provision all equipment necessary for school kitchens, not already provided by YES/KIPP Houston or KIPP San Antonio, to serve all meals. Vendor shall delineate equipment provision scenarios reflecting vendor assumed responsibility and client assumed responsibility associated with school-kitchen equipment costs.

All vendor provided equipment shall remain property of vendor and vendor will be responsible for maintaining equipment in working order.

NON-COMPLIANCE NOTIFICATION

In the event a supplier is determined by YES/KIPP Houston/KIPP SAN Antonio to have failed to perform services in accordance with the requirements listed herein, YES/KIPP Houston/KIPP SAN Antonio will forward a written notification specifying the violation or the area of non-compliance to the supplier.

The supplier in non-compliance shall immediately remedy all violations as determined by YES/KIPP Houston/KIPP SAN Antonio. Any violations not so remedied shall be grounds for termination of the contract, in whole or in part.

LIQUIDATED DAMAGES

Because of the difficulty in ascertaining and quantifying the actual damages that YES/KIPP Houston/KIPP SAN Antonio may sustain should a supplier fail to perform services as required under this contract, YES/KIPP Houston/KIPP SAN Antonio and the supplier shall agree that YES/KIPP Houston/KIPP SAN Antonio shall have the right to assess liquidated damages for each failure by the supplier to perform the services required under this contract. The amount of liquidated damages for each such failure by the supplier shall be assessed on a per occurrence basis as identified in this agreement.

YES/KIPP Houston/KIPP SAN Antonio shall have the right not to access liquidated damages in its sole determination however, failure by YES/KIPP Houston/KIPP SAN Antonio to access liquidated damages in any particular instance or occasion shall not preclude, or constitute a waiver of YES/KIPP Houston/KIPP SAN Antonio's right to assess such damages at a later time, or on a subsequent occasion. YES/KIPP Houston/KIPP SAN Antonio's right to assess liquidated damages shall not preclude the assertion of, or be exclusive of, any other available remedy.

Any recurring service issues resulting in liquidated damages may also result in loss of meals or loss of all meals served as determined appropriate by YES/KIPP Houston/KIPP SAN Antonio. Service issues that YES/KIPP Houston/KIPP SAN Antonio identifies with normal school year start-up will not be assessed liquidated damages for the first five days of school.

Liquidated damages will not be assessed if lateness or a no-show results from "Force Majeure." The term "Force Majeure" as used herein means acts of god; acts of public enemy, blockages, wars, insurrections or riots; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal or state, civil or military; civil disturbances; explosions; and traffic accidents caused entirely by a party other than vendor or vendor's employees.

For each occurrence of a meal arriving at school more than 15 minutes after its scheduled arrival time, the vendor will be assessed liquidated damages in the amount of \$250.
For each occurrence of a no-show meal, the vendor will be assessed liquidated damages in the amount of \$1,250.

SPECIFICATIONS

Food services for students attending YES Prep and KIPP Houston Charter School Programs

SCOPE

YES/KIPP Houston/KIPP SAN Antonio is seeking proposals to provide food services for students in the YES/KIPP Houston/KIPP SAN Antonio Charter School Programs beginning on or about August 1, 2010, and continuing for twelve months thereafter. YES/KIPP Houston/KIPP SAN Antonio operate open enrollment charter school programs in accordance with Chapter 34 of the Texas Education Code (TEC). Vendors are encouraged to review this entire RFP upon receipt. All questions should be either faxed to Andy Beauchamp at (713) 589-2502 or emailed to andy.beauchamp@yesprep.org.

The locations of each of the YES/KIPP Houston/KIPP SAN Antonio delivery/service sites and programs along with estimated student enrollment for the 2010-2011 school year are shown in the table below:

Table 1, YES Prep Student Enrollment, by Site, 2011-2012 School Year:

Site Address	Grade Levels Served	Estimated Meal Participation Rates			2011-2012 Student Enrollment
		Breakfast	Lunch	Snack	
353 Crenshaw Rd Houston, TX 77034	6 th – 12 th	40%	65%	50%	925
13703 Aldine-Westfield Rd Houston, Texas 77039	6 th – 12 th	40%	65%	50%	925
4411 Anderson Rd Houston, TX	6 th – 12 th	40%	85%	50%	800
8329 Lawndale Houston, TX	6 th – 12 th	40%	85%	50%	800
6565 DeMoss Houston, TX	6 th – 10 th	40%	90%	50%	650
10535 Harwin Houston, TX 77036	6 th – 8 th	70%	90%	50%	400
9000 W Bellfort Houston, TX	6 th – 8 th	55%	90%	50%	350
5303 Jensen Dr Houston, TX 77026	6 th	60%	80%	50%	120
1305 Benson Houston, TX 77020	6 th	60%	80%	50%	120
Total all YES Schools					5,090

Table 2, KIPP Houston Student Enrollment, by Site, 2010-2011 School Year:

Site Address	Grade Levels Served	Estimated Meal Participation Rates			2011-2012 Student Enrollment
		Breakfast	Lunch	Snack	
4610 E. Crosstimbers Houston, TX 77016	5-8	45%	85%	98%	372
10711 KIPP Way Houston, TX 77099	5-8	45%	85%	98%	365
4610 E. Crosstimbers Houston, TX 77016	PK-4	45%	85%	98%	793
5402 Lawndale Houston, TX 77023	PK-4	45%	85%	98%	463
10711 KIPP Way Houston, TX 77099	9-12	45%	85%	98%	525
5402 Lawndale Houston, TX 77023	5-8	45%	85%	98%	358
9614 Mesa Road Houston, TX 77078	PK-4	45%	85%	98%	460
5400 MLK Jr. Blvd. Houston, TX 77021	5-8	45%	85%	98%	358
9636 Mesa Drive Houston, TX 77078	5-8	45%	85%	98%	358
8430 Westglen Drive Houston, TX 77063	PK-4	45%	85%	98%	712
8440 West Park Drive Houston, TX 77063	5-8	45%	85%	98%	379
10711 KIPP Way Houston, TX 77099	PK-4	45%	85%	98%	803
11000 Scott St. Houston, TX 77047	5-8	45%	85%	98%	366
11000 Scott St. Houston, TX 77047	9-12	45%	85%	98%	267
9616 Mesa Drive Houston, TX 77078	5-8	45%	85%	98%	274
11000 Scott St. Houston, TX 77047	PK-4	45%	85%	98%	343

5400 MLK Jr. Blvd. Houston, TX 77021	K	45%	85%	98%	117
500 E. Tidwell Houston, TX 77022	9	45%	85%	98%	135
Total All KIPP Houston					7448

Table 2: KIPP Antonio Student Enrollment, by Site, 2010-2011 School Year:

Site Address	Grade Levels Served	Estimated Meal Participation Rates			2011-2012 Student Enrollment
		Breakfast	Lunch	Snack	
35 Fredericksburg Rd San Antonio, TX 78201	5-8	65%	82%	82%	442
128 S. Audubon San Antonio, TX 78212	9-11	45%	66%	66%	284
103 Tuleta Drive San Antonio, TX 78212	5-6	72%	70%	70%	220
Total All KIPP San Antonio					946

The selected supplier will be responsible for providing breakfast, lunch, and a snack to students at their designated school each school day.

All meals are required to comply with the National School Lunch Program/School Breakfast Program.

All menus will be planned by the contractor in accordance with the National School Lunch Program/School Breakfast Program.

The selected supplier will conduct all food preparation and deliver food each day. Written instructions detailing the planned portion size and serving instructions will accompany meals each day.

QUESTIONNAIRE

All bidders must provide answers to the following questions, typed on 8 ½ x 11 inch paper, in the order below. Attachments to the questionnaire answers should reference the question number.

1. Provide the full name and address of your organization
2. Contact person for information concerning this offer: name, title, phone, fax, email address.
3. What form of business is your organization (e.g. proprietorship, partnership, corporation) and is your organization local only, statewide or nationwide?
4. How long has your organization provided food services?
5. List all the names under which this company has operated in the last ten years in the State of Texas.
6. How many employees work for your organization in the greater Harris County area?
7. Describe your organization's requirements for food handler employment and training.
8. Does your organization hold contracts with other organizations for food service?
9. What is your largest account?
10. Provide a copy of your insurance coverage.
11. Provide copies of certificates and licenses required by the State of Texas, City of Houston, and any other body having jurisdiction over food preparation and service.
12.
 - a. Do you currently have any investigations pending by or on behalf of a government entity or other licensing entity?
 - b. Have you had investigations by or on behalf of a government entity or other licensing entity in the past?

If the answer to either question is yes, please provide copies of relevant paperwork.

**YES/KIPP Houston/KIPP San Antonio
FOOD SERVICES
PROPOSAL FORM**

PRICING FOR DAILY BREAKFAST, LUNCH, AND SNACK SERVICE

Meal	Free	Reduced	Paid
Breakfast			
Lunch			
Snack			

PLEASE PROVIDE ANY ADDITIONAL INFORMATION REGARDING YOUR PROPOSED PRICING IN THE SPACE BELOW (attach additional sheets if necessary):

Complete this form or provide audited financial statements and include with your proposal package.

FINANCIAL STATEMENT

Condition of proposer at close of business Month, _____, 2011.

ASSETS

1.	Cash on hand	\$ _____	
	In Bank	\$ _____	
	Elsewhere	\$ _____	\$ _____
2.	Accounts receivable from completed contracts (exclusive of claims not approved for payment)		_____
3.	Accounts receivable from other sources than above		_____
4.	Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion.)		_____
5.	Deposits for bids or other guarantees		_____
6.	Notes receivable		
	Past due	\$ _____	
	Due 90 days	\$ _____	
	Due Later	\$ _____	
7.	Interest earned		_____
8.	Real Estate		
	Business Property, Present value	\$ _____	
	Other property	\$ _____	_____
9.	Stocks and Bonds	\$ _____	
	Listed on exchange	\$ _____	
	Unlisted	\$ _____	_____
10.	Equipment, machinery, fixtures	\$ _____	
	Less Depreciation	\$ _____	_____
11.	Other Assets		_____
	TOTAL ASSETS		\$ _____

LIABILITIES AND NET WORTH

1.	Notes Payable To banks regular	\$ _____	
	(For certified check)	_____	
	Equip. Obligations	_____	
	Others	_____	\$ _____
2.	Accounts Payable Current	\$ _____	
	Past Due	_____	_____
3.	Real Estate Mortgages		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock Paid up Common		_____
	Preferred	_____	_____
7.	Surplus		_____
	TOTAL LIABILITIES AND NET WORTH		\$ _____

Attachment B

REFERENCES

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

**END OF YES/KIPP HOUSTON/KIPP SAN ANTONIO RFP
PACKAGE FOR
FOOD SERVICES**