

Notice of Invitation for Bid

Meal Vendor IFB Meal Vendor 2022/23

Notice is hereby given that Piner-Olivet Union School District (hereinafter referred to as **SFA**) is requesting bids for a meal vendor (hereinafter referred to as **Bidders**) to provide meals to the SFA's food service program.

Bidders should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Bidder 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 Bidder.

The Invitation for Bid (IFB) documents may be obtained from the SFA by e-mail, postal mail, website or fax. To request the IFB documents by e-mail, postal mail, or fax, please contact Dr. Kay Vang, Chief Business Official, 3450 Coffey Ln, Santa Rosa, CA 95403 telephone (707) 522-3008, email kvang@pousd.org. The SFA will record and provide answers to any questions or requests for clarifying information about the IFB before the bids are due.

Bidders must submit bid proposals in a sealed package labeled "Bids - Meal Vendor" and addressed to the SFA at Piner-Olivet Union School District, 3450 Coffey Lane, Santa Rosa, CA 95403. The SFA will accept all bids received on or before 2:00 pm, July 22, 2022. The SFA will not accept bids that are received after the deadline.

The SFA reserves the right to reject any or all bids, and to waive any errors or corrections in a bid or in the bid solicitation process. The SFA will award the contract to the lowest bid from responsive and responsible bidders.

**INVITATION FOR BID
MEAL VENDOR
Cover Page**

CONTACT INFORMATION

IFB # Meal Vendor 2022/23

by

Piner-Olivet Union School District

ADDRESS ALL BIDS TO:

Dr. Kay Vang, Chief Business Official,
3450 Coffey Lane, Santa Rosa, CA 95403

Telephone: (707) 522-3008

kvang@pousd.org

Invitation for Bid

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Introduction/Purpose of Solicitation

The purpose of this Invitation for Bid (IFB) is to enter into a fixed-price contract with a meal vendor that will provide Piner-Olivet Union School District (hereinafter referred to as the school food authority [SFA]) meals for their food service operation. The meal vendor will provide services to the SFA as described in the Scope of Work in the Model Vended Meals Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Increase participation at all levels of the food service program by improving meal quality
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)* parts 200 and 400. The SFA must share with every Bidder all information necessary for submitting a bid. The release of this IFB and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive bids is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this IFB to benefit the SFA and not the Bidders.
- Fulfillment of bid specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Bidder to the SFA's requirements, as determined by the SFA.
- The IFB must provide a basis for full and fair competition among Bidders to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this IFB, interested meal vendors must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this IFB.

To be competitive in this solicitation, the Bidder must:

- Carefully read the entire IFB, attachments, exhibits, addenda, and SFA responses to questions before submitting a bid
- Ask appropriate questions or request clarification before the deadline in the IFB
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the IFB thoroughly and appropriately

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in this IFB, the Bidder shall immediately notify the SFA of the error in writing and request clarification or a modification of the IFB. If the Bidder fails to notify the SFA of the error prior to the date for submission of bids, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

**Schedule of Events for
IFB # Meal Vendor 2022/23**

● Release of IFB	Monday	July 11, 2022
● First Public Notice	Monday	July 11, 2022
● Second Public Notice	Friday	July 15, 2022
● Bidder Question Submission Deadline	Monday	July 18, 2022
● SFA Provides Answers	Tuesday	July 19, 2022
● Deadline for Submission of Sealed Bids	Friday	July 22, 2022
● Bids Opened	Friday	July 22, 2022
● Anticipated Contract Award Date	Friday	July 22, 2022

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at the Piner–Olivet Union School District Office, 3450 Coffey Lane, Santa Rosa, CA 95403, via email to kvang@pousd.org the Bid Vendor list.

General Instructions for Bidders

1. Prepare bids simply and economically. Provide a straightforward, concise description of the Bidder's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit bids for the performance of all the services described within this IFB. The SFA will not consider any deviation from these specifications and will reject such bids.
3. The SFA may reject a bid if the bid is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all bids or waive any immaterial deviation in a bid. The SFA's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the Bidder from full compliance with all other requirements if awarded the contract.
4. Bidders are responsible for the costs of developing bids, and shall not charge the SFA for any preparation costs.
5. The SFA asks Bidders that do not intend to submit a bid to notify the SFA in writing.
6. Bidders may modify their bid after submission by withdrawing the original bid and resubmitting a new bid prior to the submission deadline. The SFA will not consider bid modifications offered in any other manner, either oral or written.
7. Bidders may withdraw their bid by submitting a written withdrawal request to the SFA, signed by the Bidder or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this IFB. Thereafter, a Bidder may submit a new bid prior to the bid submission deadline. Bidders may not withdraw their bid without cause after the bid submission deadline.
8. The SFA may modify the IFB prior to the date given for submission of bids by posting an addendum at the district office and via email to the Bid Vendor list. The SFA will notify Bidders so they can obtain any addenda from the SFA's Web site, or request it by e-mail, postal mail, or fax.
9. The SFA reserves the right to reject all bids for reasonable cause. If the costs of all bids are excessive, the SFA is not required to award a contract.
10. The SFA will not consider more than one bid from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Bidder has submitted more than one bid for work contemplated herein will cause the SFA to reject all bids submitted by the Bidder. If there is reason to believe that collusion exists among the Bidders, the SFA will not consider any of the participants of such collusion in this or future solicitations.
11. The SFA will not consider a joint bid submitted by two or more entities.

12. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the bid.
13. All bids shall include the forms provided as attachments to this IFB. Bidders may copy these forms. A bid is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this IFB.
14. The SFA shall not accept bids after the submission deadline specified in the IFB and shall return the unopened bids to the respective Bidders. The SFA will not consider late bids under any circumstances.
15. Bidders are responsible for examining the entire IFB package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their bid for accuracy before submitting it.
16. Bidders may submit their questions regarding the information presented in this IFB to Dr. Kay Vang, Chief Business Official, 3450 Coffey Ln. Santa Rosa, CA 95403 email kvang@pousd.org, no later than July 22, 2022 The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this IFB. Bidders may not contact SFA employees directly to ask questions.
17. SFA representatives reserve the right to contact a Bidder's references prior to any award of a contract.
18. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the IFB, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the IFB that would have resulted in different bids from the bidders. A material change will require the SFA to rebid the contract.
19. Bidders shall submit one paper copy and one copy in digital format (e.g., flash drive, etc.).
 - a. The paper copy must contain the original signature of the individual(s) authorized to bind the Bidder contractually and be labeled "Master Copy."
 - b. The Bidder must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 - c. The sealed bid envelopes must be marked legibly with the SFA's IFB number and title, and the SFA name and address, as shown in the following example:

IFB Number: Meal Vendor 2022/23
Invitation for Bid: Meal Vendor

Dr. Kay Vang, Chief Business Official, 3450 Coffey Ln. Santa Rosa, CA 95403 email kvang@pousd.org

Bid Requirements

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

Section	Title
A.	Cover Letter
B.	Attachments Checklist
C.	Minimum Qualifications
D.	Bid Questionnaire
E.	Bidder References
F.	Authorization Agreement
G.	Fee Proposal
H. through K.	Certifications

Permits

A. Cover Letter

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

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Bidder'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 Bidder in a contract if different from the primary liaison
- A statement expressing the Bidder's willingness to perform the services described in this IFB
- A statement expressing the Bidder'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 IFB
- The following certification:

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

B. Attachments Checklist

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

C. Minimum Qualifications

The SFA will only consider Bidders that **meet all minimum qualifications** (as listed on Attachment C) to the SFA's satisfaction.

D. Bid Questionnaire

The Bid Questionnaire (Attachment C) is intended to provide the SFA with specific information concerning the Bidder's capability to provide services as described in this IFB. Bidders should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

E. Bidder References

Bidders must provide three references on the Bidder 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.

F. Authorization Agreement

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

G. Fee Proposal

The Bidder must complete the Fee Proposal (Attachment F) and return it with the bid package. The Fee Proposal must include costs incurred to provide the services specified in this IFB, including Exhibit A, Scope of Work, Vended Meals.

H. Through K. Certifications

The Bidder must complete the certifications (Attachments G - K) and return them with the bid package.

I. 21 – Day Cycle Menu

The Bidder must submit a 21 – Day Cycle menu for programs served. (Attachment L)

Permits

The Bidder must submit all permits required by the California Retail Code and local requirements, including a health permit, in the Bidder's name.

Attachments

Attachment B

Attachments Checklist

Bidder Company Name

Please complete this checklist to confirm that the required attachments listed below are included in your bid. Place a checkmark or "x" next to each item submitted to the SFA. For your bid to be considered, all required documents must be returned, including this checklist.

Attachment	Attachment Name
A. _____	Cover Letter
B. _____	Attachments Checklist
C. _____	Minimum Qualifications
D. _____	Bid Questionnaire
E. _____	Bidder References
F. _____	Authorization Agreement
G. _____	Fee Proposal
H. _____	Certifications
I. _____	Disclosure of Lobbying Activities
J. _____	Debarment, Suspension and Other
K. _____	Certificate of Independent Price Determination
L. _____	21 – Day Cycle Menu
	Applicable Permits

Attachment C

Minimum Qualifications

A Bidder 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 bid.

As of July 11, 2022, both the Bidder's company and its key personnel meet all of the following minimum qualifications:

1. The Bidder has at least 5 years of experience with food service programs.

i. Yes _____ No _____

2. The Bidder has the resources and ability to provide 44,336 breakfasts and 87,368 meals per fiscal year.

i. Yes _____ No _____

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

i. Yes _____ No _____

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

i. Yes _____ No _____

5. The Bidder is licensed to do business in the state of California.

i. Yes _____ No _____

6. The Bidder has obtained all necessary permits in the bidder's name, including a health permit, as required by the California Retail Code.

i. Yes _____ No _____

Attachment D

Bid Questionnaire

This Bidder questionnaire is intended to provide the SFA with specific information concerning the Bidder's capability to provide services as described in the IFB. 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 meal vendor and related services as described in this IFB. 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 IFB.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five 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 Bidder will take to begin providing the services described in this IFB.

Attachment E

Bidder References

List three references to which the Bidder has provided meal vendor services within the past 5 years.

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

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

Authorization Agreement

IFB for Meal Vendor
IFB Number: [Enter IFB Number]

We, _____, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this IFB and our bid shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the bid submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Piner–Olivet Union School District.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Piner–Olivet Union School District.
6. That negligence in the preparation or presentation of, errors in, or omissions from bids shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Meal Vendor Name:

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment G

Fee Proposal

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

**(Note: all costs are based on average daily participation of
Jack London Elementary (K-6): 75 breakfast and 129 lunch
Olivet Elementary (K-6): 67 breakfast and 122 lunch
Schaefer Charter (K-6): 60 breakfast and 159 lunch
North West Prep Charter (7-12): 27 breakfast and 79 lunch
Piner-Olivet Charter School (K-6): 17 breakfast and 38 lunch**

COST PER MEAL

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

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	44,336	\$	\$
Lunch	87,368	\$	\$
Other*	N/A	\$	\$
Snacks	N/A	\$	\$
Nonreimbursable Meals	N/A	\$	\$
TOTAL		\$	\$

*SFA to provide Units

All bids must indicate if milk will be provided with each MEAL and what type(s). * The amount for milk should be stated as a separate item as AGENCY may decide to continue purchasing milk separately.

Attachment H

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.

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.

Organization: _____

Street Address: _____

City, State, Zip: _____

Certified By: (type or print)

Title: _____

(Signature)

Attachment I

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> <ul style="list-style-type: none"> a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a. Bid/Offer/Application b. Initial Award c. Post-Award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. Initial filing <input style="float: right;" type="checkbox"/> b. Material change <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input style="margin-left: 150px;" type="checkbox"/> Subawardee <input style="margin-left: 150px;" 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 style="text-align: right;"><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 J

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.

Contractor/Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Attachment K

Certificate of Independent Price Determination

Both the SFA and Organization shall execute this Certificate of Independent Price Determination.

Name of Organization

Name of SFA

A. By submission of this offer, the offeror (Organization) 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 Organization'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 Bidder's offer does not constitute award of the contract

Attachment L

21 – Day Cycle Menu
Please attach to your Proposal

Addendum

Attachment A

Model Vended Meals Contract for the National School Lunch and/or School Breakfast Program(s)

This Agreement ("Agreement") is entered into by and between _____ herein after referred to as the School Food Authority (SFA), and _____, herein after referred to as the Vendor. The effective date of this Agreement is _____.

This Agreement sets forth the terms and conditions upon which the SFA retains the Vendor to provide meals for the SFA's nonprofit and a la carte food service program, in accordance with the Scope of Work as shown in Exhibit _____. Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will purchase meals from the Vendor and the Vendor will provide meals for the SFA's nonprofit food service program. The SFA and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

Schedule *List days of the week and times meals are required for delivery or pick up.*

SFA Contact Information		Vendor Contact Information	
Contact Person <i>First & Last Name</i>	Phone <i>Area Code/No.</i>	Contact Person <i>First & Last Name</i>	Phone <i>Area Code/No.</i>
Email Address	Fax <i>Area Code/No.</i>	Email Address	Fax <i>Area Code/No.</i>
Address <i>Street, City, State, Zip</i>		Address <i>Street, City, State, Zip</i>	

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used:

Breakfast	Adult Meal	Carton of Milk
Price Per Meal <input type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk	Price Per Meal <input type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk	Price Per Carton
Lunch		
Price Per Meal <input type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk		
Afterschool Snack		
Price Per Meal <input type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk		

A. Agreement Period

The initial agreement period shall be _____ to _____. Both parties agree to enter into this Agreement for one-year period with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Annual Escalator Clause; changes in the per-meal price may be considered by the SFA only at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. The SFA reserves the right to accept or reject any proposed price changes, in the best interest of the SFA. If the proposed per-meal price changes are accepted, they shall become effective on the first day of the contract renewal period.

Conditions for an annual escalator clause; the fixed per-meal price may be subject to an annual escalator as stipulated in this Agreement. Adjustment factors may include changes in third-party price indices from the Consumer Price Index (CPI); U.S. Bureau of Labor Statistics, Division of Consumer Prices and Price Indexes, PSB Suite 3130, 2 Massachusetts Avenue, NE Washington, DC 20212-0001; website at <http://www.bls.gov/cpi>. SFA will consider the lesser of the following two options either— 1) the average CPI (Food Away From Home) for the previous year or 2) three percent (3%).

B. The Vendor Agrees to

1. Invoice SFA for unitized meals in accordance with the number of meals requested.
2. Provide the SFA, for approval, a proposed cycle menu for the operational period, at least ___operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in Attachment C, Minimum Food Specifications.
3. Maintain full and accurate records that document:
 - a. the menus were provided to the SFA during the term of this Agreement,
 - b. a listing of all components of each meal,
 - c. an itemization of the quantities of each component used to prepare said meal, and
 - d. providing the SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/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.
5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and ___ the SFA. Meal count documentation must include the number of meals requested by the SFA.
6. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within ___days of the scheduled delivery time.
7. Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals _____ the SFA no later than the _____day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be _____the SFA, are spoiled, or unwholesome at the time of _____the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the SFA the full amount of any meal overclaims which are attributable to the Vendor's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.
8. Provide the SFA with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.

9. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
10. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
11. Be paid by the SFA for all meals _____the SFA in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for _____the SFA and the number of meals served by the SFA that are not eligible for reimbursement.
12. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
13. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

C. The SFA Agrees to:

1. Request by telephone no later than ____, an accurate number of meals to be _____the SFA each day. Notify the Vendor of necessary increases/decreases in the number of meals ordered within __ hours of the scheduled __time. Errors in meal orders shall be the responsibility of the SFA making the error.
2. Ensure that a SFA representative is available at each __site, at the specified time on each specified __ day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal _____the SFA. The SFA assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the NSLP/SBP, and with local health and safety codes. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than _____.
3. Notify the Vendor within __ days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
4. Provide the Vendor with information on how to access or a copy of the federal NSLP/SBP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP. The SFA will, within 24 hours of receipt from CDE, advise the Vendor of any changes in the food service requirements.
5. Pay the Vendor by the _____ day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals _____SFA in accordance with the agreement. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared, __, and the number of meals served by the SFA that are ineligible for reimbursement.
6. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
7. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the SFA.
8. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the SFA online contract for participation in NSLP.

D. USDA FOODS

If SFA desires to participate in the USDA Foods Program and the Vendor agrees to use USDA Foods in accordance with federal and state regulations, then both the SFA and Vendor will need to sign the "Addendum to the Vended Meals Agreement for Participation in USDA Foods Program" Attachment D.

E. Termination

1. **Mutual Agreement Termination:** With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
2. **Non-Performance of Agreement and Termination:**

- a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
 - b. The SFA may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).
 - c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for nonappropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.
3. **Termination for Convenience:** The SFA may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
 4. **Final Payments:** Upon any termination of this Agreement, the SFA will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

F. Standard Terms and Conditions

1. **Terms and Conditions:** Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.
2. **Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:** Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or <https://www.epls.gov/> agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. The Suspension and Debarment Certification, Attachment E, must be signed by an authorized person and attached to this Agreement.
3. **State and Federally Required Contractual Provisions:** Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of CDE and state and local boards of education, as applicable, when providing services under this Agreement.
4. **Equal Employment Opportunity:** Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
5. **Labor and Civil Rights Laws:** Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
6. **Clean Air Act and Energy Policy and Conservation Act:** Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.
7. **Breach of this Agreement and Remedies:** If Vendor fails to comply with any of the terms and conditions of this Agreement; the SFA has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by SFA of any rights or remedies for any breach by Vendor. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.

The remedies of the SFA is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

8. **Indemnify and Hold Harmless:** Vendor shall indemnify, defend, and hold harmless the SFA, its directors, officers, employees, and agents from and against all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the SFA and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.
 - a. Vendor agrees to notify the SFA by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
 - b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
9. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
10. **Waiver:** No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
11. **Taxes:** The SFA has tax-exempt status.
12. **Buy American:** Vendor will comply with the Buy American requirement, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).
13. **Food Laws:** Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor's facilities and vehicles.
14. **Food Recall:** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
15. **Biosecurity:** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.
16. **Lobbying Certification:** The Vendor must sign the Lobbying Certification, Attachment F, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (Attachment I), or will complete and submit as required in accordance with its instructions included in Attachment I.
17. **Independent Price Determination Certification:** The Vendor must sign Independent Price Determination Certificate, Attachment K, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.

18. The Vendor shall comply with all other pertinent state and federal laws.
19. **Records:** Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
20. **Duty to Protect:** Vendors shall perform a criminal background check on any of the Vendors employees that will be working at the SFA and disclose results to the SFA.
21. **Insurance:** Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in California. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award. Complete the information below based on the Vendor's Certificate of Insurance:
 - a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury—_____ Combined Single Limit
 - b. Automobile Liability—_____ Combined Single Unit
 - c. Workers' Compensation-Statutory; Employer's Liability—_____
 - d. Excess Umbrella Liability—_____ Combined Single Unit
 - e. The SFA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
 - f. The insurance company insuring the Vendor shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

G. General Assurances

1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.
2. **Sole Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.
4. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.
5. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. CDE is not a party to any contractual relationship between a SFA and a Vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by a SFA or Vendor based on this Agreement template. CDE's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

SCHOOL FOOD AUTHORITY / VENDOR SIGNATURES		
Name of School Food Authority's Authorized Representative	Title	
Signature of School Food Authority's Authorized Representative ➤	Date <i>Mo./Day/Yr.</i>	Signed
Name of Vendor's Authorized Representative	Title	
Signature of Vendor's Authorized Representative ➤	Date <i>Mo./Day/Yr.</i>	Signed

Additional School Locations

Contact Person <i>First and Last Name</i>		Title		
Street Address		City	State	Zip
Phone Area Code/No.	Fax Area Code/No.	Email Address		
Contact Person <i>First and Last Name</i>		Title		
Street Address		City	State	Zip
Phone Area Code/No.	Fax Area Code/No.	Email Address		
Contact Person <i>First and Last Name</i>		Title		
Street Address		City	State	Zip
Phone Area Code/No.	Fax Area Code/No.	Email Address		
Contact Person <i>First and Last Name</i>		Title		
Street Address		City	State	Zip
Phone Area Code/No.	Fax Area Code/No.	Email Address		

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition

Standards in the National School Lunch and Lunch Meal Pattern (Grades K-12)

I. Amount of Food^a Per Week (Minimum Per Day)

Meal Pattern	Grades K-5	Grades K-8	Grades 6-8	Grades 9-12
Fruits (cups) ^b	2½ (½)	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^b	3¾ (¾)	3¾ (¾)	3¾ (¾)	5 (1)
Dark Green ^c	½	½	½	½
Red/Orange ^c	¾	¾	¾	1¼
Beans and Peas (legumes) ^c	½	½	½	½
Starchy ^c	½	½	½	½
Other ^{c,d}	½	½	½	¾
Additional Vegetables to Reach Total ^e	1 ^e	1 ^e	1 ^e	1½ ^e
Grain Minimums (oz eq) ^f	8-9 (1)*	8-9 (1)*	8-10 (1)*	10-12 (2)*
Meats/Meat Alternate Minimums (oz eq)	8-10 (1)*	9-10 (1)*	9-10 (1)*	10-12 (2)*
Fluid Milk (Cups) ^g	5 (1)	5 (1)	5 (1)	5 (1)

Meal Pattern	Grades K-5	Grades K-8	Grades 6-8	Grades 9-12
Min-max calories (kcal) ^h	550-650	600-650	600-700	750-850
Saturated Fat (% of calories) ^h	< 10	< 10	< 10	< 10
Sodium Target 1 (mg) ^{hi}	≤ 1,230	≤ 1,230	≤ 1,360	≤ 1,420
Sodium Target 2 (mg) ^{hi} (Effective SY 2024-25)	≤ 935	≤ 935	≤ 1,035	≤ 1,080
Trans Fat ^h	Nutrition label of manufacturer specifications	Nutrition label of manufacturer	Nutrition label of manufacturer	Nutrition label of manufacturer specifications must indicate

II. Other Specifications: Daily Amount Based on the Average for a 5-Day Week

must indicate zero grams of trans fat per serving

specifications must indicate zero grams of trans fat per serving

specifications must indicate zero grams of trans fat per serving

zero grams of trans fat per serving

* U.S. Department of Agriculture has lifted the weekly maximums for grain and meat/meat alternates. The daily and weekly minimums for grains and meat/meat alternates still apply. The maximums are used as a guide for menu planning purposes only.

^a Food items included in each group and subgroup and amount equivalents as outlined in the most current U.S. Department of Agriculture's Food Buying Guide.

^b One quarter cup of dried fruit counts as one half cup of fruit; one cup of leafy greens counts as one half cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength. The minimum creditable serving for a fruit or vegetable is at least one eighth cup.

^c Larger amounts of these vegetables may be served.

^d This category consists of "Other Vegetables" as defined in Title 7, Code of Federal Regulations (7 CFR) Section 210.10(c)(2)(iii)(E). For the purposes of the National School Lunch Program, the "Other Vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in 7 CFR Section 210.10(c)(2)(iii).

^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^f At least half of the grains offered weekly must be whole grain rich and the remaining grains items must be enriched. The minimum creditable serving for a grain, a meat, or a meat alternate is at least one quarter ounce equivalent.

^g All fluid milk must be low-fat (one percent fat or less) or fat-free (skim). Milk may be unflavored or flavored, provided that unflavored milk is offered at each meal service.

^h Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Food products and ingredients must contain zero grams of trans fat (less than 0.5 grams) per serving.

ⁱ Sodium Target 1 is effective through June 30, 2024. Sodium Target 2 is effective July 1, 2024 and is contained in 7 CFR Section 210.10(f)(3).

Please note: For offer versus serve, every student must take ½ cup fruit and or vegetable or combination of both to count as a reimbursable meal.

Questions: Nutrition Services Division | 800-952-5609

Last Reviewed: Friday, September 13, 2019

Minimum Food Specifications

Examples may include the following listed below.

Meat/Seafood—All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

Addendum to the Vended Meals Agreement for Participation in USDA Foods Program

This is an addendum to the "Vended Meals Agreement" for the purpose of participation in the USDA Foods Program. By signing this addendum to the "Vended Meals Agreement for Participation in the USDA Foods Program," SFA and Vendor, as defined in the Vended Meals Agreement agree to the following:

USDA Foods

1. Any USDA Foods received (when the foods arrive at the SFA's kitchen, SFA's storage facility, or Vendor storage facility in either raw form or in processed end products) by the SFA and made available to the Vendor must accrue solely to the benefit of USDA Child Nutrition programs if applicable, and shall be fully utilized therein. The Vendor shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.
2. The SFA shall retain title to all USDA Foods.
3. USDA Foods allocated to the SFA will be delivered to and utilized by the Vendor equitably for lunches served to students at the SFA.
4. **Vendor Responsibility**—the Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable. This will include but is not limited by the following;
 - a. The Vendor must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);
 - b. The Vendor must credit the SFA for all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.
 - c. The Vendor shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;
 - d. The Vendor shall use the USDA Foods values as posted on CDE's USDA Foods website including the value of bonus USDA Foods;
 - e. The Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;
 - f. The Vendor will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA's food service;
 - g. The Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's food service;
 - h. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
 - i. The Vendor will comply with the storage and inventory requirements for USDA Foods;
 - j. The Vendor will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods;
 - k. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);
 - l. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;
 - m. The Vendor shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA;
 - n. The Vendor shall account for all USDA Foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the Vendor to maintain the required records under this agreement shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
 - o. Vendor shall order only those USDA Foods that can be incorporated into its meals.

5. USDA Foods Handling Charges

- a. The SFA's monthly USDA Foods handling charges [including storage, delivery (if applicable), administration and processing fees (if applicable)] will be deducted by CDE from the SFA's monthly Federal reimbursement.
- b. The Vendor is responsible for USDA Foods handling charges and must reimburse the SFA monthly for USDA Foods handling charges.

6. Year-End Reconciliation

- a. A year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Vendor during the fiscal year. The SFA reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
- b. If SFA is participating in direct diversion processing or cheese processing, based on actual bulk USDA Foods received, it may be necessary for the Vendor to make compensation adjustments to the SFA at the end of the school year. The SFA is responsible for assuring adjustments are made.

7. Procurement of USDA Foods—the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.

8. Access to Records—the distributing agency, sub-distributing agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the Vendors food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.

9. Renewal of Agreement—extensions or renewals of the agreement, if applicable, are contingent upon the fulfillment of all agreement provisions relating to USDA Foods.

10. Termination of Vended Meals Agreement—upon termination of this Vended Meals Agreement, SFA must conduct a contract-end reconciliation to ensure and verify correct and proper credit has been received for the actual value of all USDA Foods received by the Vendor. The value of USDA Foods shall be based on the USDA Foods values as posted on CDE's USDA Foods website. If SFA has received the actual value of all USDA Foods received by the Vendor, no additional compensation is required from the Vendor.

If SFA has not received the actual value of all USDA Foods received by the Vendor at contract termination date, the Vendor must provide compensation to SFA. Compensation must be either financial or return of unused USDA Foods, as determined by SFA. If the SFA terminates the Agreement without cause, or if the Vendor terminates the Agreement with cause, the SFA bears the cost of transferring/removal of all remaining USDA Foods from the Vendor. If the SFA terminates the Agreement with cause, or if the Vendor terminates the Agreement without cause, the Vendor bears the cost of transferring/removal of all remaining USDA Foods.

CERTIFICATION SIGNATURES	
I CERTIFY by signing and dating this Addendum, SFA and Vendor agree to the terms and conditions as described herein.	
Name of Vendor's Authorized Representative	Title
Signature of Vendor's Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>
Name of SFA's Authorized Representative	Title
Signature of SFA's Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>

EXHIBIT A

SCOPE OF WORK VENDED MEALS

The vendor will supply meals to Piner-Olivet Union School District , hereafter referred to as “SFA”, that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program. 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 IFB at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor shall deliver meals to location(s) at times specified by SFA.
- c. Vendor will include an Inclement Weather/Public Safety Power Shutoff (PSPS) Policy including requirements for notification of school closure for single or consecutive days.
- d. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- e. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- f. 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.
- g. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than one (1) week prior to the end of each month.
- h. When requested by the SFA, the Vendor shall provide SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- i. 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 CDE, and the USDA, upon request.

- j. The vendor will submit sample food for taste testing, at a date to be determined, in April, 2020. The vendor may be requested to participate in future parent, teacher, and student advisory meetings.
- 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.

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 California 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 twenty-four 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 shall provide equipment to hold and serve the meals.
- b. The vendor shall provide written notification to the SFA of any equipment belonging to the vendor within ten 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. 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 250°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 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 or breakfast periods as listed on Attachment A, or as otherwise stated in this Contract.

- h. All refrigerated food shall be delivered at an internal temperature of 40°F or below. All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors. All hot heated food shall be delivered with an internal temperature of 165°F or above.

The vendor's food service program must also meet the following criteria:

- NSLP/SBP compliant MEALS (all MEALS must be eligible for state and federal reimbursement)
- NSLP/SBP menu recordkeeping and planning necessary to receive reimbursements
- Supports the District in Administrative Review or other NLSP/SBP program Audits
- Customer service for ordering system and handling any use problems
- Handling of all reporting and billing to school district, including a regular report on lunches ordered
- Maximum of one week 'lock out' time for users to change lunch orders
- All fresh foods prepared daily: no processed, re-heated or pre-packaged product MEALS preferable.
- Hormone and anti-biotic free meats and dairy products (rBST free)
- No BHA & BHT
- Nitrate- and nitrite-free meats.
- No partially hydrogenated oils.
- No artificial preservatives, colors, flavors, and sweeteners.
- A nutrition education offering must be included with meal service
- Operates in an environmentally sustainable manner
- Organic and locally produced ingredients from small family farms used whenever possible.
- No high fructose corn syrup or trans fats.
- Must offer at least one vegetarian option everyday
- Fresh fruit and/or vegetable with every MEAL
- No nuts or nut products

Attachment A

Schools included in this Bid

**Information below is subject to change*

School Site	Delivery Time	Grade levels	Enrollment	Participation %
Jack London Elementary 2707 Francisco Ave, Santa Rosa, CA 95403	Daily delivery by 10:30am each school day	K-6	269	28% BF 48% Lunch
Olivet Elementary 1825 Willowside Rd, Santa Rosa, CA 95401	Daily delivery by 10:30 am each school day	K-6	296	23% BF 41% Lunch
Schaefer Charter 1370 San Miguel Ave, Santa Rosa, CA 95403	Daily delivery by 10:30 am each school day	K-6	334	18% BF 47% Lunch
North West Prep Charter 2590 Piner Rd, Santa Rosa, CA 95401	Daily delivery by 10:30 am each school day	K-6	79	34% BF 49% Lunch
Piner Olivet Charter 22707 Francisco Ave, Santa Rosa, CA 95403	Daily delivery by 10:30 am each school day	K-6	198	9% BF 19% Lunch

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR parts 225 and 230 as applicable.

All costs are based on the average daily participation of 21% at BF and 41% at lunch of 1,176 students in the district and 180 number of school days.

Cost per Meal

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

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	44,336	\$	\$
Lunch	87,368	\$	\$
Other *	N/A	\$	\$
Snacks	N/A	\$	\$
Seamless Summer Feeding Option	N/A	\$	\$
Child and Adult Care Food Program Supper	N/A	\$	\$
Nonreimbursable Meals	N/A	\$	\$
TOTAL		\$	\$

*Units to be provided by SFA

All bids must indicate if milk will be provided with each MEAL and what type(s). * The amount for milk should be stated as a separate item as AGENCY may decide to continue purchasing milk separately.