



Request for Proposals
Food Service & Procurement Consultant
RFP # CNS-85-12-23-645

Food Services Program
Terri Anaya at tanaya@ogsd.net
(408) 227-8300

February 12, 2024



Notice of Request for Proposals (RFP)

Food Service & Procurement Consultant Request for Proposals
RFP # CNS-85-12-23-645

Notice is hereby given that the Governing Board of the Oak Grove School District (hereinafter referred to as **District**) is requesting proposals for a Food Service & Procurement Consultant (Contractor) (hereinafter referred to as **Respondent(s)**) to assist with the District's food service program.

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

The Food Service & Procurement Consultant Request for Proposal **RFP # CNS-85-12-23-645** documents are available on the Oak Grove School District's Web site for download at:
<https://www.ogsd.net/departments/child-nutrition-services>

All questions or requests for clarifying information regarding the RFP, shall be submitted by email to no later than **2:00 PM on Monday, March 4, 2024**. Questions will be recorded and the answers provided to all Respondents via written addendum and posted on the district's website. Proposers shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. The District will not consider questions received after the deadline of **March 4, 2024**.

Mandatory Prebid Conference and Site Visits: The District will hold a mandatory Prebid Conference and Site Visits of the District's facilities on **Tuesday, February 27, 2024**.

Location: Oak Grove School District Office at 6578 Santa Teresa Blvd. San Jose, CA 95119. All potential Respondents must attend the Mandatory Prebid and Site Visits in order to submit a proposal. See Attachment B of RFP for list of sites.

Respondents must submit written proposals in a sealed package labeled "Proposal – FSC RFP # CNS-85-12-23-645" before the deadline and addressed to the District at Oak Grove School District, Business Services Department, 6578 Santa Teresa Blvd. San Jose, CA 95119 Attention: Terri Anaya.

Deadline: The District will accept all proposals received on or before **March 19, 2024, at 3:00 p.m.** The District will not accept proposals that are received after the deadline. The District will open proposals in a closed meeting on **March 19, 2024, at 3:01 p.m.** Candidates will not be able to attend this closed meeting.

The District reserves the right to reject any or all proposals and to waive any errors or corrections in a proposal or the proposal process. The District will award the contract based on a review and analysis of the proposals received and best meets the needs of the District. Following this step, District staff will make a recommendation to the governing Board of Education at its regularly scheduled meeting.



1. Introduction/Purpose of Solicitation:

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a Food Service and Procurement Consultant (Contractor) that will provide Oak Grove School District (hereinafter referred to as the District) with consulting and procurement services for the food service operation. The Contractor will provide services to the District as described in the Scope of Work in the Model Contract.

The District's food service goals are to provide nutritious, high-quality meals to students and participants in National School Lunch Program (NSLP), School Breakfast (SBP), and Supper and Meal Supplement Snacks and to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. (Title 7, *Code of Federal Regulations* program [7 CFR, sections 210.10 and 220.8, if applicable]. General food service goals are to:

- a. Provide an appealing and nutritionally sound program for students as economically as possible.
- b. Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn.
- c. Increase participation at all levels of the food service program by improving meal quality, 40 % scratch cooking, seeking student and parent input, offering menu variations, and improving planning.
- d. Maintain reasonable prices for adults participating in the food service program.
- e. Maintain student enthusiasm and staff morale at a high level.

District shall conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 CFR), Part 200.319(a)(1-7). The District must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California State and Federal statutes and regulations.



2. Outlined below are competitive bidding basic standards:

- a. The purpose of soliciting competitive proposals is to secure public objectives most effectively and avoid the possibilities of graft, fraud, collusion, etc.
- b. The District released this RFP to benefit the District and not the Respondents.
- c. Fulfillment of RFP specifications is based on full and fair competition and acceptance by the District of the most responsive and responsible Respondent to the District's requirements, as determined by the District when evaluating proposals based on the criteria contained in the RFP.
- d. The RFP must provide a basis for full and fair competition among Respondents 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 RFP, the interested Contractor must present evidence of experience, ability, and financial standings necessary to meet the requirements stated in this RFP. The District will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- a. Carefully read the entire RFP, attachments, exhibits, addenda, and District responses to questions before submitting a proposal
- b. Ask appropriate questions or request clarification on or before 2:00 p.m. on March 4, 2024.
- c. Submit all required responses by the required deadlines.
- d. Follow all instructions and requirements of the RFP thoroughly and appropriately.

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the District of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the District of the error before the date for submission of proposals and is awarded the contract, the Respondent shall not be entitled to additional compensation or time because of the error or its later correction.



3. Schedule of Events

RFP # CNS-85-12-23-645

Release of RFP	February 12, 2024
First Public Notice	February 12, 2024
Second Public Notice	February 20, 2024
Mandatory Prebid Conference and Site Visits	February 27, 2024 at 2:00 p.m.
Respondent Question Submission Deadline	March 4, 2024 at 2:00 p.m.
District Provides Answers (Final Addendum Issued)	March 8, 2024 at 2:00 p.m.
Deadline for Submission of Sealed Proposal	March 19, 2024 at 3:00 p.m.
Proposals Opening & Evaluation	March 19, 2024, at 3:01 pm
Board Meeting – Proposal Approval	April 18, 2024
Anticipated Contract Award Date	May 9, 2024
Anticipated Contract Start Date	July 1, 2024

The District will make every effort to adhere to the schedule. However, the District reserves the right to amend the schedule, as necessary, and will provide notice via written addendum.

All interested Respondents must attend the scheduled Prebid Conference and Site Visits. The District will reject proposals from Respondents that do not attend.

4. Proposal Instructions and Conditions

- A. The District asks Respondents who do not intend to submit a proposal to notify the District in writing.
- B. Prepare proposals simply and economically. Provide a straightforward, concise description of the Respondent's capability to satisfy the District's requirements. Emphasis should be placed on completeness and clarity of content.
- C. Submit proposals for the performance of all the services described within this RFP. The District will not consider any deviation from these specifications and will reject such proposals.
- D. Respondents are responsible for the costs of developing proposals and shall not charge the District for any preparation costs.
- E. The Respondent shall maintain records to support the SFA's Claim for Reimbursement and report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).
- F. The Respondent shall secure State or local health certification for any facility outside the school in which it prepares meals. The Respondent shall maintain this certification for the duration of the contract [7 *CFR* Section 210.16(a)[7]
- G. The Respondent will document why non-domestic food is being substituted for domestic foods. The documentation is intended to indicate if the alternative food is due to the cost of domestic being significantly higher than non-domestic foods and/or the domestic foods are not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to the Buy American Provision.
- H. The Respondent will provide documentation about the percentage of domestic product in any processed end product. If the percentage is less than 51% then the respondent will notify the SFA of the non-domesticity of the processed end product.
- I. The Respondent will provide certification of domestic origin for products which do not have country of origin labels.
- J. The Respondent will not, directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. [7 *CFR*, Section 210.21(e)]
- K. The Respondent will provide the method and frequency by which the crediting will occur and document that the value of all donated foods will be credited. [7 *CFR*, Section 250.51(b)]
- L. The Respondent must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products. [7 *CFR*, Section 250.51(a)].

- M. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The District will not consider proposal modifications offered in any other manner, either oral or written.
- N. The Respondent shall propose on the attached 21-Day Cycle menus for all programs to be served (7 *CFR*, sections 210.16[b][1], 210.10, 220.8 and 220.7[d][2][i], if applicable).
- O. Respondents may withdraw their proposal by submitting a written withdrawal request to the District, signed by the Respondent or their authorized agent, through the contact person named in the “Contact Information” provided on page ii of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
- P. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
- Q. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
- R. Respondents may submit their questions regarding the information presented in this RFP via email at tanaya@ogsd.net no later than 2:00 p.m. on March 4, 2024. The District will answer all questions received by the deadline via written addendum without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact District employees directly to ask questions.
- S. Interested Respondents are required to inspect the District’s premises before submitting a proposal to determine all requirements associated with the proposed contract. The inspection of the premises will occur during the Prebid Conference and Site Visits.
- T. 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 proposal.
- U. The Respondent shall provide payment terms within their proposal.
- V. Respondents shall submit one (1) original paper copy and one (1) copy in digital format (e.g., flash drive) on or before 3:00 pm on March 19, 2024.
 - a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled “Master Copy”.
 - b. The Respondent 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 digital copies, the paper copy will take precedence.
 - c. The sealed proposal envelopes must be marked legibly with the District FRP number and title, and the Districts name and address, as shown in the following example:

Food Service & Procurement Consultant RFP # CNS-85-12-23-645

Oak Grove School District
Business Services Department
6578 Santa Teresa Blvd.
San Jose, CA 95119
Attn: Terri Anaya

5. District Rights and Responsibilities:

- A. The District may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of the form or other irregularities of any kind. The District may reject any or all proposals or waive any immaterial deviation in a proposal. The District's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract. The District may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.
- B. The District participates in meal programs that require the use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR (d) and 220.16[d]).
- C. Small Businesses and Minority Business - (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (Title 2, *Code of Federal Regulations*, Section 200.321 (a)(b)(1-6))
- D. The District may modify the RFP prior to the deadline date given for submission of proposals by posting an addendum.
- E. The District reserves the right to reject all proposals. If the costs of all proposals are excessive, the District is not required to award a contract.
- F. District will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated

herein will cause the District to reject all proposals submitted by the Respondent. If there is reason to believe collusion exists among the Respondents, the District will not consider any of the participants of such collusion in this or future solicitations.

- G. The District will not consider a joint proposal submitted by two or more entities.
- H. The District shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The District will not consider late proposals under any circumstances.
- I. District representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
- J. The District reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the District 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 RFP that would have resulted in different proposals from all respondents. A material change will require the District to rebid the contract.

6. Proposal Requirements:

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

Contents of Section 1 - Administrative Requirements

- a. Cover Letter
- b. Table of Contents

Contents of Section 2 - Required Attachments

- a. Attachments Checklist
- b. Prebid Conference and Site Visits
- c. Minimum Qualifications
- d. Professional Standards
- e. Proposal Questionnaire
- f. Respondent References
- g. Authorization Agreement
- h. Fee Proposal
- i. Federal Certifications
- j. State Certifications
- k. 21-Day Cycle Menu

B. Section 1 –Administrative Requirements

a. Cover Letter

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

- i. Name and address of the responding company.
- ii. Organizational structure of the responding company (e.g., corporation, partnership, etc.).
- iii. Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable.
- iv. Name, title, phone number, and e-mail address of the representative designated as the primary liaison to the District.
- v. Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison.
- vi. A statement expressing the Respondent's willingness to perform the services described in this RFP.
- vii. A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including the availability of staff and other required resources to meet all deliverables described in this RFP.
- viii. A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary.
- ix. The following certification:

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

b. Table of Contents

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

7. Section 2 – Required Attachments (Details and Instructions)

A. Attachment Checklist

- a. The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (Attachment A). The District may reject proposals that do not include the proper required attachments.

B. Prebid Conference and Site Visits

The District will conduct a mandatory tour on [Tuesday, February 27, 2024 at 2 pm](#). This will be an escorted tour. See the Prebid Conference and Site Visits schedule with dates, times, and locations. Prospective Respondents may not contact any sites or employees outside of the scheduled visit. The District requests that Respondents do not take pictures during the tour as the District has not obtained releases from parents, students, and employees. (Attachment B)

C. Minimum Qualifications

The District will only consider Respondents that meet all minimum qualifications (Attachment C)

D. Professional Standards

The District will only consider Respondents that meet professional standards. (Attachment D)

E. Proposal Questionnaire

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

F. Respondent References

Respondents must provide three references on the Respondent References form (Attachment F). The District reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

G. Authorization Agreement

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

H. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

I. Federal Certifications

The Respondent must complete the certifications (Attachments I) and return them with the proposal package.

J. State Certifications

The Respondent must complete the certifications (Attachments J) and return them with the proposal package.

K. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment K) and return them with the proposal package.

L. 21-Day Cycle Menu

The Respondent must quote purchase costs based on the attached sample 21-Day Cycle menus, breakfast, lunch, supper, and snacks (Attachment M) for all programs to be served (7 CFR, sections 210.16[b][1] and 220.7 [d] [2][i], if app) for the proposal package.

8. Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the District may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the District to reject that proposal; however, the District may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the District will consider the proposal's conformance to the format and content required by the RFP and that the Respondent's intent is clearly established based on a review of the whole proposal. Based on that established intent, the District may correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The District will open proposals to determine if they contain all the required information in accordance with this RFP. The District will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Service Capability: Experience with School Breakfast and National School Lunch Program. Corporate capability and experience as measured by performance records, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	20 points
Cost	20 points
Financial Conditions, Stability, and Business Practices	10 points
Proposal Questionnaire responses, Cover Letter, the Respondent demonstrates a complete understanding of the District's food service program and requirements as described in the RFP Scope of Work and can perform the services to the District's satisfaction.	15 points
Meeting meal pattern requirements, menu options, and involvement plan for Students and Staff.	15 points
Accounting and Reporting Systems	10 points
Product Quality Assurance	10 points
TOTAL POINTS	100 points

The District will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The District will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A - Attachments Checklist

Respondent Company Name

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

Completed	#	Attachment Name
	A	Attachment Checklist
	B	Prebid Conference and Site Visits
	C	Minimum Qualifications
	D	Contractor Professional Standards
	E	Proposal Questionnaire
	F	Respondent References
	G	Authorization Agreement
	H	Fee Proposal
	I	Federal Certifications Form
	I (A)	Anti-Lobbying Certification Form
	J	State Certifications
	K	Certification of Independent Price Determination
	L	21-Day Cycle Menu

Attachment B - Mandatory Prebid Conference and Site Visits

The Mandatory Prebid Conference and Site Visits will take place on **Tuesday, February 27, 2024, at 2:00 p.m.**

1. The schedule includes the sites listed below.
2. Respondents must be escorted by District staff.
3. Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
4. The District requests that Respondents do not take pictures during the tour as the District has not obtained releases from parents, students, or employees.

Schedule:

TIME	SITE LOCATION
2:00 p.m. to 2:30 p.m.	Oak Grove District Office HR Conference Room 6578 Santa Teresa Blvd. San Jose, CA. 95119
2:30 p.m. to 3:00 p.m.	Bernal Intermediate School 6610 San Ignacio Ave. San Jose, CA 95119
3:15 p.m. to 3:45 p.m.	Taylor Elementary School 410 Sautner Dr. San Jose, CA 95121
4:00 p.m. to 4:30 p.m.	Christopher Elementary School 565 Coyote Rd. San Jose, CA 95111

The District thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment C – Minimum Qualifications

A Respondent must meet all of the following minimum qualifications to the District's satisfaction for further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of January 1, 2024, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least 5 years of experience in California with food service programs of similar or larger size than the District.

Yes _____ No _____

2. The Respondent has the resources and ability to provide food for 1,600,000 meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge and experience with all federal and state meal programs. The National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Afterschool Meal Supplements (AMD), the Seamless Summer Feeding Option (SSFO), the Child and Adult Care Food Program (CACFP) At-Risk Snack and At-Risk Supper and Commodities.

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

Attachment D - Contractor Professional Standards

Contractor Employees Professional Standards

The District shall ensure the one (1) onsite professional proposed in this proposal for placement meets the minimum professional standards. Specific to this RFP, one (1) onsite professional must have a Bachelor's degree with any academic major and at least 2 years of relevant school nutrition programs experience **OR** Associate's degree, or equivalent educational experience, with an academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field, and at least 2 years of relevant school nutrition programs experience.

Attachment E - Proposal Questionnaire

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

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing consulting services (consulting, food purchase, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar District food management 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 outlined in this RFP.
4. Provide a complete list of District's 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 a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
7. Provide a description of promotional and marketing materials you will use to attract students to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment F - Respondent References

List three references to which the Respondent has provided consulting services within the past 5 year(s) of like size to the District.

Failure to complete and return this Attachment will cause your proposal 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 G - Authorization Agreement

Food Service & Procurement Consultant Request for **RFP # CNS-85-12-23-645**

We, [*Enter Contractor Name*], 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, statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions outlined in the Contract issued by the District.
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for the District.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment H - Fee Proposal

All costs are based on the average daily participation of 8,300 served for 180 school days. Seamless Summer programs average daily participation of 735 for 20 days.

COST BREAKDOWN

Respondent Instructions

Provide a breakdown of all costs included in the fixed price, including personnel costs

Provide the cost per meal; base all food costs on the attached 21-day cycle menu

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

Clearly identify all costs

Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>	Annual Cost
1.		\$
2.		\$
3.		\$
4.		\$
Sub Total		\$
	Contractor Fixed Costs	Annual Cost
5.	Consultant Fee Per Meal	\$
Sub Total		\$
GRAND TOTAL		\$

Contractor Fee PER MEAL

Respondent Instructions:

Costs should be based on the following menus, including required packaging materials, cleaning supplies, and kitchen disposables, as listed. Food products should be fully compliant with the USDA Food Buying Guide and all Federal Meal Patterns

1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast (1 to 1)	601,200	\$	\$
Lunch (1 to 1)	748,500	\$	\$
Supper (1 to 1)	97,000	\$	\$
Snack (1 to 1)	61,000	\$	\$
Non-Reimbursable (\$1.00 meal equivalent)	1,000	\$	\$
Blended Contractor Fee Per Meal	1,508,700	\$	\$

Attachment I – Federal Certifications

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by for any contract resulting from this procurement process.

The Oak Grove School District (hereafter “the District”) is the Subgrantee or Subrecipient by definition.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the District, the School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant 7 CFR 1780.75, when federal funds are expended by the District, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. the District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

- (C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (C) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement

process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

- (D) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

- (E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal Rule (E) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or 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 the attached **Standard Form-LLL, “Disclosure Form to Report Lobbying”**, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

Attachment I (A) - Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Approved by OMB
0348-0046

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st 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 "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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.
11. (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).
12. The certifying official shall sign and date the form, print his/her name, title, and telephone 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

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH
FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND
CONSERVATION ACT**

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS
23 CFR 635.410**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor Name: _____ Registered on sam.gov: Yes ___ No ___

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

**IRAN CONTRACTING ACT
 CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
 (Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Attachment J – State Certifications

CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Health and Safety Code 104559

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

DRUG-FREE WORKPLACE CERTIFICATION - Drug-Free Workplace Act of 1990

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person’s or organization’s policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 5 of the Information for Bidders.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

NONDISCRIMINATION CLAUSE AND CERTIFICATION - Cal. Code Regs. Tit. 2, § 11105

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § [11000](#) et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

**FINGERPRINTS; CRIMINAL BACKGROUND CHECK CERTIFICATION - Cal. Ed.
Code § 45125**

EC 45125.1. (a) Any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Section 44237. When the contracting entity performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

With respect to Agreement (# _____) between the _____ School District (“**DISTRICT**”) and the individual, company or contractor named _____ (“**CONTRACTOR**”) for _____ services.

9. PLEASE CHECK ALL APPLICABLE BOXES

10. VERIFICATION OF COMPLETION OF BACKGROUND CHECK

- 1) **CONTRACTOR** hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with **DISTRICT** students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law. Attach additional sheet if necessary.

EXEMPTIONS:

- SERVICE AGREEMENTS**

- The **CONTRACTOR** qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
- The **CONTRACTOR** and its employees will have **NO CONTACT** with pupils (This includes contracts for off-campus services, including virtual/online services.)

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the **CONTRACTOR'S sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification,” along with the employee list, throughout the duration of **CONTRACTOR** provided services.**

DATE: _____

CONTRACTOR

Printed Name

By: _____
Signature

Attachment L - Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Name of Contractor

A. By submission of this offer, the offeror (Respondent) 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, for the purpose of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before a bid opening (in the case of a sealed bid solicitation or contract award (in the case of a negotiated solicitation) unless otherwise required by law; 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 signature on the offer is considered to be a certification by the signatory that the signer:

1. Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A) (1) through (A) (3) above.
2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
 Insert full names of the person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror’s organization.

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and
 (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above, and

C. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Signature of Contractor’s Authorized Representative	Title	Date

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

Attachment M: 21-Day Cycle Menu

Costs should be based on the following menus, including required packaging materials, cleaning supplies, and kitchen disposables, as listed. Food products should be fully compliant with the USDA Food Buying Guide and all Federal Meal Patterns.

Oak Grove School District 21-Day Cycle Lunch Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Monday Day 1	Tuesday Day 2	Wednesday Day 3	Thursday Day 4	Friday Day 5
MEAT/MEAT ALTERNATE + GRAIN	Burrito Bowl 2M/2WG	Bean & Cheese Burrito 2M/2WG	Cheese Quesadilla 2MA/2WG	Alfredo Pasta with Broccoli 2M/2WG	Cheese or Pepperoni Pizza 2M/2WG
	Italian Dunkers 2M/2WG	Orange Chicken with Rice 2M/2WG	Hamburger 2 M/2WG	Pulled Pork Sandwich 2M/2WG	Veggie Pasta Salad 1M/1G & 1/2c VEG
FRUIT (Min. 1/2 Cup per day) VEGETABLE (min. 3/4 cup per day)	Applesauce	Apple	Oranges	Mixed Fruit	Diced Pears
	Pico De Gallo, Corn	Carrots, Broccoli	Carrots, Salsa	Broccoli, Vegetarian Beans	Salad Mix, Garbanzo Beans
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Monday Day 6	Tuesday Day 7	Wednesday Day 8	Thursday Day 9	Friday Day 10
MEAT/MEAT ALTERNATE + GRAIN	Chicken Patty Sandwich 2M/3WG	Crispy Chicken Wrap with Slaw 2M/3.5WG	Chicken Nuggets 2.75M/1.25WG	Hummus & Veggie Plate with Flatbread 2MA/2WG	Corn Dog 2M/2WG
	Yogurt Parfait with string cheese and graham cracker 2MA/2G	Cheese or Pepperoni Pizza 2M/2WG	Chicken Tikka Masala with Rice & Flatbread 2M/2WG	Spaghetti & Meatballs (scratch sauce) with Dinner roll 2M/3WG	Taco Salad 2M/MA/2WG
FRUIT (Min. 1/2 Cup per day) VEGETABLE (min. 3/4 cup per day)	Berries or Diced Peaches	Banana	Diced apricots	Oranges	Apple
	Vegetarian Beans, Carrots	Cole Slaw, Salad Mix	Peas, Carrots	Broccoli, Carrots, Celery	Pico de Gallo, Green Beans
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Monday Day 11	Tuesday Day 12	Wednesday Day 13	Thursday Day 14	Friday Day 15
MEAT/MEAT ALTERNATE + GRAIN	Burrito Bowl 2M/2WG	Bean & Cheese Burrito 2M/2WG	Cheese Quesadilla 2MA/2WG	Alfredo Pasta with Broccoli 2M/2WG	Cheese or Pepperoni Pizza 2M/2WG
	Italian Dunkers 2M/2WG	Orange Chicken with Rice 2M/2WG	Hamburger 2 M/2WG	Pulled Pork Sandwich 2M/2WG	Veggie Pasta Salad 1M/1G & 1/2c VEG
FRUIT (Min. 1/2 Cup per day) VEGETABLE (min. 3/4 cup per day)	Applesauce	Apple	Oranges	Mixed Fruit	Diced Pears
	Pico De Gallo, Corn	Carrots, Broccoli	Carrots, Salsa	Broccoli, Vegetarian Beans	Salad Mix, Garbanzo Beans
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk

Oak Grove School District 21-Day Cycle Lunch Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Day 16	Day 17	Day 18	Day 19	Day 20
MEAT/MEAT ALTERNATE + GRAIN	Chicken Patty Sandwich 2M/3WG	Crispy Chicken Wrap with Slaw 2M/3.5WG	Chicken Nuggets 2.75M/1.25WG	Hummus & Veggie Plate with Flatbread 2MA/2WG	Corn Dog 2M/2WG
	Yogurt Parfait with string cheese and graham cracker 2MA/2G	Cheese or Pepperoni Pizza 2M/2WG	Chicken Tikka Masala with Rice & Flatbread 2M/2WG	Spaghetti & Meatballs (scratch sauce) with Dinner roll 2M/3WG	Taco Salad 2M/MA/2WG
FRUIT (Min. 1/2 Cup per day)	Berries or Diced Peaches	Banana	Diced apricots	Oranges	Apple
VEGETABLE (min. 3/4 cup per day)	Corn, Carrots	Cole Slaw, Salad Mix	Peas, Carrots	Broccoli, Carrots, Celery	Pico de Gallo, Green Beans
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Day 21				
MEAT/MEAT ALTERNATE + GRAIN	Burrito Bowl 2M/2WG				
	Italian Dunkers 2M/2WG				
FRUIT (Min. 1/2 Cup per day)	Applesauce				
VEGETABLE (min. 3/4 cup per day)	Pico De Gallo, Corn				
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk				

Oak Grove School District 21-Day Cycle Breakfast Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Monday Day 1	Tuesday Day 2	Wednesday Day 3	Thursday Day 4	Friday Day 5
MEAT/MEAT ALTERNATE + GRAIN	Concha 2.25WG	Cinnamon Bun 2WG	Benefit Bar 2 WG	Sausage Breakfast Pizza 1 MA/1.75WG	Pancakes 2WG
	Cereal 1G & Crackers 1G	Scrambled Eggs with Toast 1MA/1WG	Oatmeal 2WG	Scrambled Eggs wrapped in Warm Tortilla 1MA/1WG	Oatmeal 2WG
FRUIT (min. 1c per day)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)
	Apples	Oranges	Banana	Applesauce	Raisins
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Monday Day 6	Tuesday Day 7	Wednesday Day 8	Thursday Day 9	Friday Day 10
MEAT/MEAT ALTERNATE + GRAIN	Benefit Bar 2 WG	Concha 2.25WG	Bagel 2WG & Cream Cheese	Cinnamon Bun 2WG	Waffles 2WG
	Cereal 1G & Crackers 1G	Oatmeal 2WG	Overnight Oats with Fruit 1MA/1WG	Scrambled Eggs with Toast 1MA/1WG	Scrambled Eggs wrapped in Warm Tortilla 1MA/1WG
FRUIT (min. 1c per day)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)
	Diced Pears	Apple	Applesauce	Dried Cranberries	Banana
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Monday Day 11	Tuesday Day 12	Wednesday Day 13	Thursday Day 14	Friday Day 15
MEAT/MEAT ALTERNATE + GRAIN	Concha 2.25WG	Cinnamon Bun 2WG	Benefit Bar 2 WG	Sausage Breakfast Pizza 1 MA/1.75WG	Pancakes 2WG
	Cereal 1G & Crackers 1G	Scrambled Eggs with Toast 1MA/1WG	Oatmeal 2WG	Scrambled Eggs wrapped in Warm Tortilla 1MA/1WG	Oatmeal 2WG
FRUIT (min. 1c per day)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)
	Apples	Oranges	Banana	Applesauce	Diced Peaches
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk

Oak Grove School District 21-Day Cycle Breakfast Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Monday Day 16	Tuesday Day 17	Wednesday Day 18	Thursday Day 19	Friday Day 20
MEAT/MEAT ALTERNATE + GRAIN	Benefit Bar 2 WG	Concha 2.25WG	Bagel 2WG & Cream Cheese	Cinnamon Bun 2WG	Waffles 2WG
	Cereal 1G & Crackers 1G	Oatmeal 2WG	Overnight Oats with Fruit 1MA/1WG	Scrambled Eggs with Toast 1MA/1WG	Scrambled Eggs wrapped in Warm Tortilla 1MA/1WG
FRUIT (min. 1c per day)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)	100% Juice (4oz)
	Diced Pears	Apple	Applesauce	Dried Cranberries	Banana
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Monday Day 21	Tuesday	Wednesday	Thursday	Friday
MEAT/MEAT ALTERNATE + GRAIN	Concha 2.25WG				
	Cereal 1G & Crackers 1G				
FRUIT (min. 1c per day)	100% Juice (4oz)				
	Apples				
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk				

Oak Grove School District 21-Day Cycle Snack Menu

	Monday Day 1	Tuesday Day 2	Wednesday Day 3	Thursday Day 4	Friday Day 5
GRAIN	Pretzel Goldfish Cracker 1WG	Scooby Doo Grahams 1WG	Cheez-it 1WG	Tiger Bites 1WG	Belly Bears Cracker 1WG
MEAT/MEAT ALTERNATE	String Cheese 1MA	Sunflower Seeds 1MA	String Cheese 1MA	Sunflower Seeds 1MA	String Cheese 1MA
	Monday Day 6	Tuesday Day 7	Wednesday Day 8	Thursday Day 9	Friday Day 10
GRAIN	Cheddar Goldfish 1WG	Scooby Doo Grahams 1WG	Belly Bears 1WG	Tiger Bites 1WG	Giant Cinnamon Goldfish 1WG
MEAT/MEAT ALTERNATE	String Cheese 1MA	Sunflower Seeds 1MA	Sunflower Seeds 1MA	String Cheese 1MA	String Cheese 1MA
	Monday Day 11	Tuesday Day 12	Wednesday Day 13	Thursday Day 14	Friday Day 15
GRAIN	Pretzel Goldfish Cracker 1WG	Scooby Doo Grahams 1WG	Cheez-it 1WG	Tiger Bites 1WG	Belly Bears Cracker 1WG
MEAT/MEAT ALTERNATE	String Cheese 1MA	Sunflower Seeds 1MA	String Cheese 1MA	Sunflower Seeds 1MA	String Cheese 1MA
	Monday Day 16	Tuesday Day 17	Wednesday Day 18	Thursday Day 19	Friday Day 20
GRAIN	Cheddar Goldfish 1WG	Scooby Doo Grahams 1WG	Belly Bears 1WG	Tiger Bites 1WG	Giant Cinnamon Goldfish 1WG
MEAT/MEAT ALTERNATE	String Cheese 1MA	Sunflower Seeds 1MA	Sunflower Seeds 1MA	String Cheese 1MA	String Cheese 1MA
	Monday Day 21	Tuesday	Wednesday	Thursday	Friday
GRAIN	Pretzel Goldfish Cracker 1WG				
MEAT/MEAT ALTERNATE	String Cheese 1MA				

Oak Grove School District 21-Day Cycle Supper Menu

	Monday Day 1	Tuesday Day 2	Wednesday Day 3	Thursday Day 4	Friday Day 5
MEAT/MEAT ALTERNATE & GRAIN	Cheeseburger 2M/2WG	String Cheese 1MA, Yogurt 1MA, Muffin 1 WG	Grilled Cheese Sandwich 2M/WG	Corn Dog 2M/2WG	Chicken Tenders 2M/1WG
FRUIT (min. 1/4c) VEGETABLE (min 1/2c)	Applesauce	Oranges	Apples	Raisins	Apples
	Carrots	Green Beans	Corn	Carrots	Peas
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Monday Day 6	Tuesday Day 7	Wednesday Day 8	Thursday Day 9	Friday Day 10
MEAT/MEAT ALTERNATE & GRAIN	Corn Dog 2M/2WG	Queso Pull Apart 2M/2WG	Chicken Patty Sandwich (Reg or Spicy) 2M/3WG	Taco Nada 2M/2.75WG	Galaxy Pizza 2M/2WG
FRUIT (min. 1/4c) VEGETABLE (min 1/2c)	Applesauce	Oranges	Apples	Raisins	Apples
	Carrots	Green Beans	Corn	Carrots	Peas
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Monday Day 11	Tuesday Day 12	Wednesday Day 13	Thursday Day 14	Friday Day 15
MEAT/MEAT ALTERNATE & GRAIN	Cheeseburger 2M/2WG	String Cheese 1MA, Yogurt 1MA, Muffin 1 WG	Grilled Cheese Sandwich 2M/WG	Corn Dog 2M/2WG	Chicken Tenders 2M/1WG
FRUIT (min. 1/4c) VEGETABLE (min 1/2c)	Applesauce	Oranges	Apples	Raisins	Apples
	Carrots	Green Beans	Corn	Carrots	Peas
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk

Oak Grove School District 21-Day Cycle Supper Menu

	Monday Day 16	Tuesday Day 17	Wednesday Day 18	Thursday Day 19	Friday Day 20
MEAT/MEAT ALTERNATE & GRAIN	Corn Dog	Queso Pull Apart	Chicken Patty Sandwich (Reg or Spicy)	Taco Nada	Galaxy Pizza
FRUIT (min. 1/4c) VEGETABLE (min 1/2c)	Applesauce	Oranges	Apples	Raisins	Apples
	Carrots	Green Beans	Corn	Carrots	Peas
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk
	Monday Day 21	Tuesday	Wednesday	Thursday	Friday
MEAT/MEAT ALTERNATE & GRAIN	Cheeseburger 2M/2WG				
FRUIT (min. 1/4c) VEGETABLE (min 1/2c)	Applesauce				
	Carrots				
MILK (8oz)	Choice of 8 oz White Milk 1%, or Fat Free Chocolate Milk				

Contract Summary

FOOD SERVICES CONTRACT	CONTRACT NUMBER
	REGISTRATION NUMBER

1	This contract is entered into between the school food authority and the consulting company named below:
	SCHOOL FOOD AUTHORITY NAME
	COMPANY NAME

2	The term of this Contract is for one year, commencing on and ending on
----------	--

3	The maximum dollar amount of this Contract is equal to the fixed price per meal \$ multiplied by the number of meals served
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4	The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.
	Request for Proposal Released <i>Enter page(s)</i>
	Contractor Proposal Received <i>Enter page(s)</i>
	Attached Terms and Conditions <i>Enter page(s)</i>
	Exhibit A: Scope of Work <i>Enter page(s)</i>
	Exhibit B: Schedule of Fees <i>Enter page(s)</i>

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

FOOD SERVICE COMPANY	<i>California Department of Education Use Only</i>
NAME of CONSULTANT <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>	
BY (Authorized Signature) <input type="checkbox"/>	DATE SIGNED (do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
SCHOOL FOOD AUTHORITY	
NAME of DISTRICT	
BY (Authorized Signature) <input type="checkbox"/>	DATE SIGNED (do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
	<input type="checkbox"/> Exempt per

Fixed-Price Food Service & Procurement Consultant

I. Introduction

The Oak Grove School District, hereinafter referred to as the school food authority (District), enters into this Contract with [_____], hereinafter referred to as the Contractor to provide food service assistance and procurement for the District’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the Contractor will provide services to the District as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one (1) year. The Contractor shall commence providing Services under the Contract on or about **July 1, 2024**, and continue through **June 30, 2025**. After careful consideration, the District may annually renew this Contract for four (4) additional one-year periods upon agreement between both parties. The District may terminate this Contract, or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (7 CFR), Section 210.16[d]).

B. Designated Contract Liaisons

District Liaison for Services		Contractor Liaison for Services	
Name:		Name:	
Title:		Title:	
Phone:	Cell Phone:	Phone:	Cell Phone:
Fax:	E-mail:	Fax:	E-mail:

Respondents shall serve or deliver by postal mail all legal notices to:

District	Contractor
Name:	Name:
Title:	Title:
Address:	Address:

C. Fees

1. Fixed Price Contracts:

The District will pay the Contractor at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The District must determine, and the Contractor shall credit the District for, the full value of U.S. Department of Agriculture (USDA) Foods. The Contractor's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch (NSLP), School Breakfast (SBP), and Seamless Summer Option (SSO), Ala Carte, and Catering Programs, set forth in Title 7, *Code of Federal Regulations (7 CFR)*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The Contractor shall credit the District for discounts, rebates, and other credits on the monthly invoice.

2. Payment Terms:

The Contractor shall submit monthly invoices by the 10th of the following month that reflect all activity for the previous calendar month. The Contractor must submit detailed cost documentation monthly to support all charges to the District. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the District and the Contractor and must be allowable costs consistent with the cost principles in Title 2, *Code of Federal Regulations (2 CFR)*, Part 200, as applicable. The District will pay invoices received by its accounting department in thirty (30) day terms if the invoices pass the District's audit. The District will notify the Contractor of invoices that do not pass an audit, which the District will not pay until the invoices have passed an audit, with no penalty accruing to the District.

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, finance charges, income, and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 CFR, Section 200.441). The District is prohibited from paying unallowable expenses from the District's cafeteria fund.

4. Spoiled or Unwholesome Food:

The District shall make no payment to the Contractor for food that, in the District's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the District for the meal pattern, or does not otherwise meet the requirements of this Contract (7 CFR Section 210.16[c][3]).

The District shall make no payment to the Contractor for meals that, in the District's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the District for the meal pattern, or do not otherwise meet the requirements of this Contract (7 CFR Section 210.16 [c][3]).

D. Contract Cost Adjustment

The contract price (which can include Consulting Fees and Personnel Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home.

The Consumer Price Index, [San Francisco Area](#) value, January data, will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual, and both parties must agree on any changes in price terms. Any adjustments negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable but not certain should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes to the Contract will require the District to rebid the Contract.

E. Availability of Funds

Every payment obligation of the District under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The District may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the District exercises this provision, no liability shall accrue to the District, and the District shall not be obligated or liable for any future payments or any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and the District's Board of Education.

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in

writing, signed by both parties and approved by the District's Board of Education. Any oral understanding or agreement not incorporated into the Contract in writing is not binding on either party (7 CDR, Section 210.19 [a] [5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may either void this Contract or require the District to rebid the Contract. Following are examples of substantive changes that could require the District to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for Contractor/District staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the District. If subcontracts are left, the Contractor should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

K. Written Commitments

Any written commitment by the Contractor relative to the services herein shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for damages due to the District. Such written commitments include but are not limited to.

- Any warranty or representation made by the Contractor in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal.
- Any written notifications, affirmations, or representations made by the Contractor in or during the course of negotiations that are incorporated into a formal amendment to the proposal.

L. Trade Secrets/Copyrights

The Contractor and District shall designate any information they consider confidential or proprietary— including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the District and Contractor regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the Contractor and the District, and the Contractor and the District shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be

returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal purposes (7CFR, Section 200.315[b])

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the District are to be used.

P. Indemnification

The Contractor shall indemnify and hold harmless the District, or any employee, director, agent, or Board Member of the District, from and against all claims, damages, losses, and expenses (including attorney’s fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the Contractor’s acts or omissions, willful misconduct, negligence, or breach of the Contractor’s obligations under this Contract by the Contractor, its agents, employees, or other persons under its supervision and direction.

The Contractor shall not be required to indemnify or hold harmless the District from any liability or damages arising from the District’s sole acts or omissions.

Q. Sanctions

For the breach of the Contract and associated benefits:

- If the Contractor fails to perform the contract terms, the following penalties may be imposed:
- The Contractor will be required to provide in writing to the District

how they will ensure future contract compliance.

- Continued nonperformance will result in termination of the contract.
- Contractor may be prohibited from bidding on future contracts with the District.

R. Breach of Contract

For the breach of the Contract and associated benefits:

1. If the Contractor causes the breach, the Contractor assumes liability for any and all damages, including excess cost to the District in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.
2. In the event of the Contractor's nonperformance under this contract and/or the violation or breach of the contract terms, the District shall have the right to pursue all administrative,
3. contractual, and legal remedies against the Contractor and shall have the right to seek all sanctions and penalties as may be appropriate.
4. The contractor shall reimburse the District for the full amount of any fiscal penalties resulting from adjusted or disallowed claims that are attributable to the Contractor's negligence, including those fiscal penalties based on reviews or audit findings that occurred during the effective dates of original and renewal contracts.

S. Penalties

Cost resulting from the District's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 *CFR*, Section 200.441).

T. Force Majeure

1. Neither party shall be liable to the other for the delay in, or failure of, performance, nor shall any such delay in or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere or an oversold condition of the market.
 - b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence.

- c. Inability of the Contractor or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay as soon as practicable and no later than the following workday or the commencement thereof and shall specify the causes of such delay. Such notice shall be delivered by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment as long as the amended period does not violate 7 *CFR* Section 210.16(d).
4. Any delay or failure in performance by either party caused by force majeure shall not constitute default or give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the District and Contractor agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), Seamless Summer (SSO) will be discriminated against on the basis of race, color, national origin, age, disability, or sex. State agencies and District shall comply with the requirements of 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; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instructions 113-1 (7 *CFR*, Selection 210.23[b]).

V. Compliance with the Law:

The Contractor shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The District shall cooperate, as necessary, in the Contractor's compliance efforts.

The Contractor shall comply with all applicable federal regulations in 2 *CFR*, parts 200 and 400 and 7 *CFR*, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

W. Choice of Law

This Contract shall be construed under the laws of the State of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, 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 Contract.

III. Relationship of the Parties

- A.** The Contractor's relationship with the District will be that of an independent contractor and not that of an employee or supervisor of the District. The Contractor will not be eligible for any employee benefits, nor will the District make deductions from payments made to the Contractor for taxes, all of which will be the Contractor's responsibility. The Contractor agrees to indemnify and hold harmless the District harmless from any liability for, or assessment of, any such taxes imposed on the District by relevant taxing authorities. The Contractor will have no authority to enter into contracts that bind the District or create obligations on the part of the District (*EC Section 45103.5*).
- B.** Where the District is a public school district or program operated by the county Office of Education, the Contractor, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC Section 45103.5*).
- C.** All services to be performed by the Contractor will be as agreed between the Contractor and the District. The Contractor will be required to report to the District concerning the services performed under this Contract. The District shall determine the nature and frequency of these reports.
- D.** The District is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Responsibilities

A. Contractor Responsibilities

Food Service Program

1. The Contractor will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (*7 CFR, Section 210.21[e]*).
2. The Contractor shall have state or local health certification for any facility outside the school in which it is proposed to prepare meals, and the Contractor shall maintain this health certification for the duration of the contract (*7 CFR, Section 210.1[c][2]*).

3. The District participates in the School Breakfast Program (SBP), National School Lunch Program (NSLP), Children and Adults Care Food Program (CACFP), Seamless Summer Option (SSO), and Catering programs is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for program meals. The Buy American provision defines a domestic commodity or product as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR, Section 210.21(d).

B. School Food Authority Responsibilities

1. The District shall ensure that the food service operation is in conformance with the District's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 CFR, sections 210.16[a][2] and 210.16[a][3]).
2. The District shall retain control of the quality, extent, and general nature of the food service program the prices children are charged for meals (7 CFR, Section 210.16[a][4]). The District may not contract with the Contractor to provide only nonprogram food (e.g., a la carte and adult meals) unless the Contractor offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 CFR, Section 210.16[a]).
3. Districts with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the District shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 CFR Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 CFR Section 210.8[a][1]).
4. The District shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and general nature of its food service; and the prices children are charged for meals (7 CFR Section 210.16[a]).
5. The District shall retain responsibility for developing the meal pattern for students with disabilities when their disability restricts their diet and for those students without disabilities who are unable to consume regular lunch because of medical or other special dietary needs (7 CFR Section 210.10[m]).
6. The District shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for

Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 CFR Section 210.16[a][5]).

7. The District shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 CFR Section 210.21).
8. The District shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (EC Section 49558).
9. The District shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (7 CFR Section 245.6).
10. If the District uses direct certification of eligibility, the District shall be responsible for obtaining the direct certification list at least three times annually.
11. The District shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the Contractor, to the extent that such information is necessary for the Contractor to fulfill its obligations under this Contract. The Contractor will not disclose the eligibility status of individual students or confidential information provided. (EC Section 49558)
12. The District shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 CFR Section 245.7).
13. The District shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 CFR sections 245.6 and 245.6[a]).
14. The District shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 CFR Section 210.16[a][8]).
15. The District shall maintain applicable health certification and ensure that all state and local regulations are being met at District facilities (7 CFR Section 210.16[a][7]).

V. Buy American Requirements

A. Contractors Responsibilities

1. The contractors must submit statements for all processed agricultural products to the District at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that

the percentage of domestic content in the food component of the processed food product is over 51% percent, by weight or volume (USDA Policy Memo SP38-2017). The contractor must be fully compliant with all applicable California legislation pertaining to Buy American/domestic regulations and Buy California.

2. The Contractor must notify the District in writing at least ten (10) days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:
 - a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product.
3. The Contractor will provide certification of domestic origin for products that do not have country of origin labels.

B. School Food Authority Responsibilities

1. The District shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement prior to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract, plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review.
2. The District shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless the Contractor has received prior approval from the District for nondomestic agricultural commodities or products.
3. The District must ensure Contractor compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring the Contractor to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

A. Contractors Responsibilities

1. The Contractor shall fully use, to the maximum extent possible donated foods made available by the District solely for the purpose of providing benefits for the District's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).

2. In accordance with 7 CFR, Section 250.53, the Contractor shall comply with the following provisions relating to the use of donated foods, as applicable:
 - a) The Contractor must credit the District for the value of all donated foods (including both entitlement and bonus foods) received for use in the District's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the Contractor procures processed end products on behalf of the District or acts as an intermediary in passing on the donated foods value of processed end products to the District (7 CFR, Section 250.51[a]).
 - b) The Contractor shall account for the full value of donated foods (7 CFR, Section 250.51) by:
 - i) Subtracting the value of all donated foods received for use in the District's food service from the District's (monthly/quarterly) invoice.
 - ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at:

<http://www.fns.usda.gov/fdd/processor-pricing-reports>.
3. The Contractor will be responsible for any activities relating to donated foods in accordance with 7 CFR, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 CFR, Part 250.
4. The Contractor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
5. The Contractor must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of drug or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 CFR, Section 250.51[d]).
6. The Contractor shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 CFR, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 CFR, Section 250.51(b). The Contractor must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
8. The Contractor will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR, Part 250 (7 CFR, Section 250.53[a][8]).

9. The Contractor will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).
10. The Contractor will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR*, Section 250.54(b).

B. School Food Authority Responsibilities

1. The District shall retain title to all donated foods and ensure that all donated foods received by the District and made available to the Contractor accrue only for the benefit of the District's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).
2. The District shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).
3. The District will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the Contractor has credited the value of all donated foods in accordance with (7 *CFR*, sections 210.9[b] [15]).
4. The District will not extend or renew any Contract if the Contractor did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12])

C. The Contractor shall:

1. Purchase food and supplies, in quantities required for the District to prepare and serve meals on such days and at such times as requested by the District.
2. Quantities and food specifications shall meet all meal pattern requirements in order for the District to offer meals to all eligible children through the District's food service program.
3. Purchase food and supplies in order for the District's food service program to meet the requirements as established in 7 *CFR* Part 210 and 220, as applicable.

VII. Contractors Employees

- A.** The District reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- B.** The Contractor shall provide the District with a schedule of employees, positions, assigned locations, salaries, and work hours. The Contractor will provide specific locations and assignments to the District for the Fiscal Year prior to the commencement of operation.

- C. The Contractor shall comply with all wage and hours of employment requirements of federal and state laws. The Contractor will be responsible for supervising and training their personnel.
- D. The Contractor agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- E. The Contractor agrees to furnish the District, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- F. The Contractor will be solely responsible for all personnel actions regarding employees on its respective payroll. The Contractor shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The Contractor shall indemnify, defend, and hold the District harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

VIII. Books and Records

- A. The District and the Contractor must provide all documents necessary for an independent auditor to conduct the District's single audit. The Contractor shall maintain such records as the District will need to support its Claims for Reimbursement. Such records shall be made available to the District upon request and shall be retained in accordance with 7 *CFR* Section 210.16(c)(1).
- B. The District and the Contractor shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS, and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR* Section 210.9[b][17]).
- C. The Contractor shall not remove state or federally-required records from the District premises upon contract termination.
- D. The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives, must have the right of access to any documents, papers, or other records of the Contractor and the District that are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor and District's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).
- E. The distributing agency/CDE, recipient agency/District, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the Contractor's food

service operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

IX. Monitoring and Compliance

- A.** The Contractor shall monitor the food service operation of the District through periodic on-site visits in order to develop recommendations for improvement of the food service program.
- B.** The Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- C.** The District shall establish internal controls that ensure the accuracy of meal counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR* Section 210.8(a). At a minimum, these internal controls shall include all of the following:
 - a.** An on-site review of the meal counting and claiming system employed by each school within the jurisdiction of the District (7 *CFR* Section 210.8[a][1])
 - b.** Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of meal counts in excess of the number of free, reduced-price, and paid meals served each day to children eligible for such meals.
 - c.** A system for following up on meal counts that suggests the likelihood of meal counting problems.

X. Equipment, Facilities, Inventory, and Storage

- A.** The District will make available to the Contractor, without any cost or charge, area(s) of the premises agreeable to both parties in which the Contractor shall render its services. The District shall provide the Contractor with local telephone service. The District shall not be responsible for loss or damage to equipment owned by the Contractor and located on the District's premises.
- B.** The Contractor shall notify the District of any equipment belonging to the Contractor on the District's premises within 10 days of its placement on the District's premises.
- C.** The premises and equipment provided by the District for use in its nonprofit food service program shall be in good condition and maintained by the District to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health, including, without limitation, Occupational Safety and Health Administration regulations. The District further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the District and shall be at the District's expense. This provision shall survive the termination of this contract.
- D.** The District shall have access, with or without notice, to all of the District's facilities used by the Contractor for purposes of inspection and audit.
- E.** Ownership of the beginning inventory of food and supplies shall remain with the District.

- F. Ownership of all nonexpendable supplies and capital equipment shall remain with the District. However, the Contractor must take such measures as may be reasonably required by the District for protection against loss, pilferage, and/or destruction.

XI. Certifications

By signing the agreement, Contractor acknowledges and certifies to all of the following:

- A. The Contractor warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR* parts 200 and 400; 7 *CFR* parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The Contractor agrees to indemnify the District and the CDE against any loss, cost, damage, or liability by reason of the Contractor's violation of this provision.
- B. COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

That it is aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including Public Health Guidance for K-12 Schools and Child Care Settings to Support Safe In-Person Services and Mitigate the Spread of communicable diseases, 2023-2024 “ School Year and [Oak Grove's COVID Health and Safety Information](#).

The District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

- C. The Contractor shall submit all Federal and State Certifications required in this Request for proposal and comply with all applicable requirements.
- D. Lobbyist Certification:

The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

E. Lobbying – Federal Requirements (Renewals)

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to *CFR* Part 200 Section [i]: Byrd Anti-Lobbying [31 U.S.C 1352]).

F. Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict-of-interest certification requirements as set forth below. Specifically, by checking the one applicable option below.

Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

XII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The Contractor shall maintain during the term of this Contract, for protection of the District and the Contractor, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$2,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the Contractor-owned property,

Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the Contractor under the Contract and, upon request, shall provide the District with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the District. With the exception of Workers' Compensation Insurance, the District shall be named as an additional insured under the Contractor policies of insurance to the extent the District is indemnified pursuant to this Contract.

Oak Grove School District, its officials, employees, and volunteers are to be named additional insured by endorsement.

C. Property Insurance

The District shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIII. Termination

For Cause: Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR* Section 210.16[d]) and 250.12[f][9]). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period.

For Convenience: This Contract may be terminated, in whole or in part, for convenience by the District with the consent of the Contractor, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR* Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the Contractor upon written notification to the District, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the District determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the District may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity at law or in equity.

Exhibit A - Scope of Work

1. Overview of the District's Food Service Program

- A. Scale.** The District will serve breakfast, lunch, snack, and supper to its students. The District does not operate a “single kitchen” but rather operates out of (14) elementary and (3) secondary school kitchens throughout the District. Each school site has its own kitchen that provides the meals. The District employs 27.5 full-time equivalent (FTE) employees who provide food service to approximately 8,700 children at seventeen (17) sites. The food service prepares approximately 1,508,700 meals annually.
- B. Financial Goals.** To meet the financial objectives set forth by the District on an annual basis. Monitor food waste not to exceed ten (10%) of meals served.
- C. Management Goals.** The district expects to fully leverage purchasing power to maximize the quality of meals offered and to provide a professional environment where compliance and quality control are monitored with a high degree of accountability.
- D. The Food Service Office and Food Service Warehouse** is located at 6578 Santa Teresa Blvd. San Jose, CA 95119. The District staff consists of 34 kitchen employees, 3 warehouse employees, 2 office staff and 1 full-time Food Service Manager.
- E. Food Programs.** The District operates the National School Lunch Program, School Breakfast Program, Supper & Snack Program, Ala Carte, and Seamless Summer Feeding Options program.

2. Description of Contractor's Responsibilities

- A. General:** under the direction of the District's Food Service Manager, the Contractor selected pursuant to this RFP will provide the following.
 - a. Assist and monitor for compliance related matters, including but not limited to the food regulations as defined by USDA, California Retail Food Code, and/or other compliance related matters as outlined by the Santa Clara County Environmental Health Department.
 - b. Work with District Food Service Manager to develop a staff training calendar and provide training.
 - c. Assess program opportunities and share with the District on a monthly basis.
 - d. The contractor is recommended to employ one (1) on site qualified professional to meet the Contractor responsibilities outlined in the RFP.
- B. Responsibilities of the Contractor shall include:**
 - a. Purchasing of Supplies for the Food Service Program

- b. Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.
- c. All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.
- d. The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.
- e. Purchase food and/or supplies (if applicable); if authorized by the District, the Contractor shall purchase food used by the food service operation and the purchasing of food shall not displace District staff or delegate responsibilities of the District to the Contractor.
- f. Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation.

C. Facility or Site Operations

- a. The Contractor shall recommend:
 - i. Safety programs for employees
 - ii. Sanitation standards for housekeeping, preparation, storage, and equipment
 - iii. A Food Safety Plan and participate in the development, implementation, and maintenance of said plan.
 - iv. Methods to increase participation at all levels of the District's food service programs, improve food quality, and upgrade equipment and facilities.
 - v. Hours and number of positions at each site to meet food service operational needs.

D. Menus

- a. Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the Contractor may only make changes with the District's approval (7 *CFR* 210.16[b][1]). Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.
- b. Seek student and parent input on successful menu variation and planning.
- c. Provide, upon request by the District, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

E. Quality Control

- a. Recommend or establish a formal structure to gather input routinely and continuously from students, staff, and parents about food services.
- b. Recommend or establish a structure or process to gather input routinely and continuously from food service employees to ensure the most effective and efficient operation possible.

F. Staff

- a. Recommend management staff and structure that will enhance the District's food service programs and ensure that the District's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.
- b. Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional/health certification, and consistent quality control both in production and service.

G. Records

- a. Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.
- b. Maintain employment records that show Contractor staff have all professional and health certifications as required by federal or state law and the District.

H. Education

- a. Recommend actions or events to promote the nutrition education aspects of the food service program and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the Contractor will work in partnership with the District to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.
- b. Coordinate meeting times with the Food Service Manager, other District staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the Contractor and the Food Service Manager, other District staff, and/or the school board, upon request.

I. Reports

- a. Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the District contact by the Contractor consultant/representative on or before the **10th** of each month (*7 CFR 210.16[c][1]*).
- b. Provide the District with monthly operating statements and other information determined by the District regarding the food service programs.

3. Specific Contractor Tasks

- A.** Make menu recommendations that meet California’s new Universal Meal requirements, including 40% scratch cooked entrees for both breakfast and lunch using minimally processed foods.
- B.** Must provide the efficiency and cost factors that allow the Food Service Fund to maximize its revenue potential.
- C.** Must show data to support that it has worked to increase participation in reimbursable meals (both breakfast and lunch) at all schools. For example, provide a monthly participation trend for the breakfast and school lunch program by school.
- D.** May make recommendations based on best practices to increase efficiency, increase participation, and reduce costs while maintaining high quality meals. All recommendations shall be submitted in writing to the District’s Food Service Manager. The Contractor understands recommendations may or may not lead to action by the District

Exhibit B Schedule of Fees

The costs included in the Cost per meal table comprise the fixed price costs. 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 daily average of 8,300 meals served on 180 school days and a daily average of 735 Seamless Summer Meals for 20 days.

Contractor Fee PER MEAL			
Respondent Instructions			
Provide the Contractor Fee per meal based on instructions above			
Note: Prices must not include values for USDA Foods and must include all meal programs			
Food products should be fully compliant with the USDA Food Buying Guide and all Federal Meal Patterns			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast (1 to 1)	601,200	\$	\$
Lunch (1 to 1)	748,500	\$	\$
Supper (1 to 1)	97,000	\$	\$
Snack (1 to 1)	61,000	\$	\$
Non-Reimbursable (\$1.00 meal equivalent)	1,000	\$	\$
Blended Contractor Fee Per Meal	1,508,700	\$	\$