

2751 De Ronde Drive
Fairfield, CA 94533

Request for Proposal and Model-Fixed Price Contract

for

School Food Authorities
Procuring the Services of a
Consulting and Procurement Company

Notice of Request for Proposals

Consulting and Procurement Company
RFP #22009

Notice is hereby given that the Governing Board of Travis Unified School District (hereinafter referred to as SFA) is requesting proposals for a consulting and procurement company (hereinafter referred to as Respondent[s]) to assist with the SFA's food service program.

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

The Request for Proposal (RFP) documents are available by
Travis Unified School District web site at https://www.travisusd.org/Page/6042

To request the RFP documents by e-mail or postal mail, please contact
Ana Martinez
E-mail amartinez@travisusd.org
Postal Mail 2751 De Ronde Drive
Fairfield, CA 94533

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.
Respondents must submit written proposals in a sealed package labeled
"Proposal – Consulting and Procurement Company RFP#22009"
Addressed to the SFA at
E-mail amartinez@travisusd.org
Postal Mail
2751 De Ronde Drive
Fairfield, CA 94533
Attn. Ana Martinez

The SFA will accept all proposals received on or before Friday, March 25, 2022, 4:00 p.m. The SFA will not accept proposals that are received after the deadline.

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

REQUEST FOR PROPOSAL

CONSULTING AND PROCUREMENT COMPANY

Cover Page

CONTACT INFORMATION

RFP#22009

by

Travis Unified School District

Child Nutrition Program

ADDRESS PROPOSALS TO:

Ana Martinez
Child Nutrition and Warehouse Manager
2752 De Ronde Drive
Fairfield, CA 94533
707-437-4604 ext. 1217
amartinez@travisusd.org

Request for Proposal

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Introduction

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a Consulting and Procurement company (CPC) that will provide Travis Unified School District (hereinafter referred to as the school food authority ([SFA]) with Consulting and Procurement assistance for their food service operation. The CPC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in National Lunch Program (NSLP) and the School Breakfast Program (SBP), to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program [7 CFR, sections 210.10 and 220.8].

General food service goals are to:

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

SFAs 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 SFA 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.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- 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, interested CPCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA 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:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- 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 SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

Schedule of Events

• Release of RFP	Monday	February 28, 2022
• First Public Notice	Monday	February 28, 2022
• Second Public Notice	Monday	March 7, 2022
• Mandatory Tour	Tuesday	March 8, 2022
• Respondent Questions Submission Deadline	Monday	March 14, 2022
• SFA Provides Answers	Friday	March 18, 2022
• Deadline for Proposal Submission	Friday	March 25, 2022
• Proposals Opened	Monday	March 28, 2022
• Proposals Evaluated	Monday	April 4, 2022
• Board Meeting – Proposal Approved	Tuesday	May 10, 2022
• Anticipated Contract Award Date	Wednesday	May 11, 2022

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at https://www.travisusd.org/Page/6042

All interested Respondents must attend the Mandatory Tour. The SFA will reject proposals from Respondents that do not attend. (See Attachment B for more information.)

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.

2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.

3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA'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 SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.

4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.

5. **The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.**

6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.

7. The Respondent shall include a 21–Day Cycle menu for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable).

8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, 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.

9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on https://www.travisusd.org/Page/6042. The SFA will notify Respondents so they can obtain any addenda from the SFA's web site, or request it by email, postal mail, or fax.

10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.

11. The SFA 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 SFA to reject all proposals submitted by the Respondent. If there is reason to believe

that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.

12. The SFA will not consider a joint proposal submitted by two or more entities.

13. 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.

14. 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.

15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.

16. 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.

17. Respondents may submit their questions regarding the information presented in this RFP to Ana Martinez in writing by postal mail at 2751 De Ronde Drive, Fairfield, CA 94533 or e-mail at amartinez@travisusd.org, no later than **Monday, March 14, 2022**. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.

18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.

19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.

20. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour.

21. Respondents shall submit one paper copy and one copy in digital format (e.g., CD, DVD, flash drive, etc.).

    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 paper and digital copies, the paper copy will take precedence.

c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following **example**:

Proposal—Consulting and Procurement Company

Name of CPC

RFP#22009

Consulting and Procurement Company Proposal

Travis Unified School District

Ana Martinez

Manager – Child Nutrition and Warehouse

2751 De Ronde Drive
Fairfield, CA 94533

Proposal Requirements

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

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 SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note**: The Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

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

B. Table of Contents

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

Section 2 – Required Attachments

A. Attachment Checklist

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

B. Mandatory Tour

It is optional for the SFA to hold a mandatory tour. If the SFA holds a Mandatory Tour, the tour will include an escorted tour. The tour schedule includes the sites. Prospective Respondents may not contact

any sites or employees outside of the scheduled visit. The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

C. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

D. CPC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment D).

E. Proposal Questionnaire

The Proposal Questionnaire (Attachment E) is intended to provide the SFA 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 SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

G. Authorization Agreement

The 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. Certifications

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

J. Certificate of Price Determination

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

K. 21 Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment K) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

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 SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to 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 SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

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

CRITERIA	MAXIMUM POINTS
Cost	25
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	15
Experience with School Breakfast and National School Lunch Programs.	15
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	20
The financial stability of the Respondent.	10
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	15
TOTAL POINTS	**100**

Attachment A: Attachment 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 SFA. 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.

Attachment	Attachment Name
_____ A	Attachments Checklist
_____ B	Mandatory Tour
_____ C	Minimum Qualifications
_____ D	CPC Professional Standards
_____ E	Proposal Questionnaire
_____ F	Respondent References
_____ G	Authorization Agreement
_____ H	Fee Proposal
_____ I	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
_____ J	Certificate of Independent Price Determination
_____ K	21 Day Cycle Menu (Include)

Attachment B: Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tuesday, March 8, 2022

Tour begins at 9 am

Where: Vanden Highschool

2951 Markeley Ln, Fairfield, CA 94533

Second Site Tour begins at 9:35 am

Where: Center Elementary

3101 Markeley Ln, Fairfield, CA 94533

Third Site Tour begins at 10:15 am

Where: Golden West Middle School

2651 De Ronde Dr, Fairfield, CA 94533

The SFA 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 SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of December 31st, 2018, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least three years of experience with food service programs.

   Yes _____ No _____

2. The Respondent has the resources and ability to provide seventy-five thousand meals per fiscal year.

   Yes _____ No _____

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

   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: CPC Professional Standards

CPC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director**: The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.

2. **School Nutrition Program Manager**: The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).

3. **School Nutrition Program Staff**: School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an CPC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to CPC staff performing any of the duties described above.

The CPC shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 CFR, Section 210.30, which can be viewed at the following Web page: http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

• The SFA shall ensure that all staff the CPC proposes for placement meet the minimum professional standards.

• The CPC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The CPC shall remove from the SFA premises any staff who fail to take the required annual training.

• The CPC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment E: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA 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 and Procurement 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 SFA 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 set forth in this RFP.

4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.

5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.

6. Provide 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 and Procurement services within the past three year(s).

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

Request for Proposal for Consulting and Procurement Company

RFP #22009

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

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this 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 set forth in the Model Fixed-price Contract issued by Travis Unified School District.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for the Travis Unified School 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.

CPC Name: _____

Address: _____

City: _____ State: ____ Zip: _____

E–mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

_____

Signature of Authorized Representative

Date Signed: _____

Attachment H: Fee Proposal

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**.** ➪ Clearly identify all costs			
Item #	**Description** *(Include All Goods and Services included in the Fixed Price)*		Annual Cost
1.			**$**
2.			**$**
3.			**$**
4.			**$**
		Sub Total	**$**
	Personnel Costs		Annual Cost
5.	Management Fee Per Meal	$	
6.	Consultant Fee Per Meal	$	
	Sub Total	$	
		GRAND TOTAL	**$**

COST PER MEAL			
Respondent Instructions: ➪ **Provide the cost per meal; base all food costs** on the attached 21–day cycle menu**.** ➪ **Prices must not include values for donated foods and must include all meal programs applicable.**			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	159,300	$	$
Lunch	480,240	$	$
Snacks	0	$	$
Nonreimbursable Meals	11,170	$	$
TOTAL	650,710	$	$

Attachment I: Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Organization:

_____

Street address:

_____

City, State, Zip:

_____

Certified by: (type or print)

_____

Title

_____

Signature

_____

Disclosure of Lobbying Activities

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

1. Type of Federal Action: ☐ contract ☐ grant ☐ cooperative agreement loan ☐ loan guarantee ☐ loan insurance	2. Status of Federal Action: ☐ bid/offer/application ☐ initial award ☐ post-award	3. Report Type: ☐ initial filing ☐ material change For material change only: Year_____quarterDate of last report__

4. Name and Address of Reporting Entity: **_____Prime _____Subawardee** **Tier_____, if Known:** Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, **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:* $
10a. Name and Address of Lobbying Registrant ***(if individual, last name, first name, MI):***	10b. Individuals Performing Services ***(including address if different from No. 10a)*** ***(last name, first name, MI):***

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)

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to 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 followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 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 "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, 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.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and 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

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. The Respondent certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

_____

Contractor/Company Name

_____

Award Number, Contract Number, or Project Name

_____

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

_____

Signature(s)

_____

Date

Attachment J: Certificate of Independent Price Determination

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

Name of Respondent		

A. By submission of this offer, the offeror (Respondent/CPC) 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 purposes 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 signatory:

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; or

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 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 CPC's Authorized Representative		Title		Date	

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

Attachment K: 21 Day Cycle Menu

Please attach to your proposal.

TRAVIS UNIFIED SCHOOL DISTRICT

FOOD SERVICE PROGRAM

2751 De Ronde Drive

Fairfield, CA 94533

707-437-4604

Model Fixed Price Contract
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Contract Summary

FOOD SERVICES CONTRACT			**CONTRACT NUMBER** (We come up with this)
			REGISTRATION NUMBER Not Applicable
1	This contract is entered into between the school food authority and the Consulting and Procurement company named below:		
	SCHOOL FOOD AUTHORITY NAME		
	CONSULTING AND PROCUREMENT 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	**$**	
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	*Enter* page(s) (inserted after contract awarded)	
	Contractor Proposal Received	*Enter* page(s) (inserted after contract awarded)	
	Attached Terms and Conditions	*Page 2*	
	Exhibit A: Scope of Work	*Page 18*	
	Exhibit B: Schedule of Fees	*Page 23*	

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

CONSULTING AND PROCUREMENT COMPANY		*California Department of Education Use Only*
NAME of CPC *(if other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)* ✍	**DATE SIGNED** *(do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
SCHOOL FOOD AUTHORITY		
NAME of SFA		
BY *(Authorized Signature)* ✍	**DATE SIGNED** *(do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		☐ Exempt per:

Fixed Price Contract for Consulting and Procurement

I. Introduction

The Travis Unified School District, hereinafter referred to as the school food authority (SFA), enters into this Contract with [Consulting and Procurement company name], hereinafter referred to as the CPC to provide Consulting and Procurement assistance for the SFA's food service program, hereinafter referred to as "Services." **During the term of this Contract, the CPC will provide services to the SFA 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 year. The CPC shall commence providing Services under the Contract on [*Enter* date], and continue through [*Enter* date]. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it 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

SFA Liaison for Services		**CPC Liaison for Services**	
Name: Ana Martinez		**Name:**	
Title: Child Nutrition and Warehouse Manager		**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:

SFA	**CPC**
Name: Ana Martinez	**Name:**
Title: Child Nutrition and Warehouse Manager	**Title:**
Address: 2751 De Ronde Drive Fairfield, CA 94533	**Address:**

C. Fees

1. Fixed-price Contracts

   The SFA will pay the CPC 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 SFA must determine, and the CPC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The CPC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 *CFR*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The CPC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

   The CPC shall submit monthly invoices by fifth day of the following month that reflect all activity for the previous month. The CPC must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the CPC, and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the CPC within thirty days of the invoice date. The SFA will pay invoices received by its accounting department by the fifth of the following month, if the invoices pass the SFA's audit. The SFA will notify the CPC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

   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 SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

   The SFA shall make no payment to the CPC for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the SFA for the meal pattern, or does 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 General and Administrative Expense and Management 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 [insert one CPI regional index: Los Angeles, West Region, San Francisco or San Diego (CPI)]. The [insert month] CPI value 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 so 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 of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA 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 SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for 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 is approved by the CDE (7 *CFR*, Section 210.19[a][5]).

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 CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, 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, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program

- A major shift in responsibilities for CPC or SFA staff

J. Subcontract/Assignment

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

K. Written Commitments

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

- Any warranty or representation made by the CPC 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 CPC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The CPC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and CPC 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 CPC and the SFA, and the CPC and the SFA 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 work for federal purposes (7 *CFR*, 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 one and 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 SFA are to be used.

P. Indemnification

The CPC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, 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 CPC's acts or omissions, willful misconduct, negligence, or breach of the CPC's obligations under this Contract by the CPC, its agents, employees, or other persons under its supervision and direction.

The CPC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

If the CPC fails to perform the contract terms, the following penalties may be imposed:

- If the CPC causes the breach, the CPC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.
- Continued nonperformance will result in termination of this contract
- CPC may be prohibited from bidding on future contracts with the SFA

R. Breach of Contract

For the breach of the Contract and associated benefits:

If the CPC causes the breach, the CPC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

S. Penalties

Cost resulting from the SFA'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 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:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
- Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
- Inability of either the CPC 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 work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent 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, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and CPC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs 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 Instruction 113-1 (7 *CFR,* Section 210.23[b]).

V. Compliance with the Law

The CPC 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 SFA shall cooperate, as necessary, in the CPC's compliance efforts.

The CPC 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.

Y. Relationship of the Parties

i. The CPC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The CPC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the CPC for taxes, all of which will be the CPC's responsibility. The CPC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The CPC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.

ii. When the SFA is a public-school district or program operated by the county Office of Education, the CPC, 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).

iii. All services to be performed by the CPC will be as agreed between the CPC and the SFA. The CPC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

The SFA 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.

III. Child Nutrition Program

A. Consulting and Procurement Company Responsibilities

1. The CPC 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 CPC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the CPC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][2]).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA'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 SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the CPC to provide only nonprogram food (e.g., a la carte and adult meals) unless the CPC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).

3. SFAs 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 SFA 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 SFA 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 the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).

5. The SFA shall retain signature authority for the child nutrition 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]).

6. The SFA 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).

7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).

8. The SFA 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).

9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.

10. The SFA 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 CPC, to the extent that such information is necessary for the CPC to fulfill its obligations under this Contract. The CPC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).

11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).

12. The SFA 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]).

13. The SFA 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]).

14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met.

IV. Buy American Requirements

A. Consulting and Procurement Company Responsibilities

1. The CPC must submit statements for all processed agricultural products to the SFA 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 SP 38-2017).

2. The CPC must notify the SFA in writing at least 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 CPC will provide certification of domestic origin for products which do not have country of origin labels.

B. School Food Authority Responsibilities

1. The SFA 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 SFA 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 CPC has received prior approval from the SFA for nondomestic agricultural commodity or product.

3. The SFA must ensure CPC 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 CPCs to certify the domestic percentage of the agricultural food component of products.

V. U.S. Department of Agriculture Foods

A. Consulting and Procurement Company Responsibilities

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

2. In accordance with 7 CFR, Section 250.53, the CPC shall comply with the following provisions relating to the use of donated foods, as applicable:

   a) The CPC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA'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 CPC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR,* Section 250.51[a]).

   b) The CPC 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 SFA's food service from the SFA's (monthly/quarterly) invoice, and

      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 CPC 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 CPC 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 CPC 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 equal 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 CPC 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 CPC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
8. The CPC 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 CPC 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 CPC 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 SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the CPC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).
2. The SFA 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 SFA 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 CPC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).
4. The SFA will not extend or renew any Contract if the CPC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

VI. Meal Responsibilities

The SFA shall:

1. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.
2. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR,* parts 210 and 220, as applicable.

VII. Consulting and Procurement Company Employees

A. The CPC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: School Nutrition Program Professional Standards.

The SFA shall ensure that all employees the CPC proposes for placement meet the minimum professional standards. The CPC shall ensure their employees take the required annual training as outlined in the professional standards. The CPC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The CPC shall remove from the SFA premises any employee who fails to take the required training.

The CPC shall provide the SFA with a list of employees and evidence that they meet the professional standards.

B. The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

C. The CPC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The CPC will provide specific locations and assignments to the SFA six calendar weeks prior to the commencement of operation.

D. The CPC shall comply with all wage and hours of employment requirements of federal and state laws. The CPC will be responsible for supervising and training their personnel.

E. The CPC 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.

F. The CPC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.

G. The CPC will be solely responsible for all personnel actions regarding employees on its respective payroll. The CPC 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 CPC shall indemnify, defend, and hold the SFA 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 SFA and the CPC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The CPC shall maintain such records as the SFA will need to support its Claims for Reimbursement. 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).

B. The SFA and the CPC 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 CPC shall not remove state or federally required records from the SFA 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 CPC and the SFA which 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 CPC and SFA'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/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the CPC'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 CPC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.

B. The CPC 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 SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR,* S*ec*tion 210.8(a). At a minimum, these internal controls shall include all of the following:

- An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR,* Section 210.8[a][1])
- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
- A system for following up on lunch counts that suggest the likelihood of lunch counting problems

X. Equipment, Facilities, Inventory, and Storage

A. The SFA will make available to the CPC, without any cost or charge, area(s) of the premises agreeable to both parties in which the CPC shall render its services. The SFA shall provide the CPC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the CPC and located on the SFA's premises.

B. The CPC shall notify the SFA of any equipment belonging to the CPC on the SFA's premises within 10 days of its placement on the SFA's premises.

C. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the CPC for purposes of inspection and audit.

D. Ownership of the beginning inventory of food and supplies shall remain with the SFA.

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

XI. Certifications

A. The CPC 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, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The CPC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the CPC's violation of this provision.

B. The CPC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.

C. The SFA and CPC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of $150,000, the SFA and CPC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

D. Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

E. Lobbying

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 2 *CFR* Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).

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 CPC shall maintain during the term of this Contract, for protection of the SFA and the CPC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the CPC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the CPC under the Contract and, upon request, shall provide the SFA 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 SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the CPC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA 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

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching 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. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the CPC, 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 CPC upon written notification to the SFA, 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 SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA 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.

Exhibit A: Scope of Work

1. Overview of Travis Unified School District's Food Service Program

A. Scale. The SFA employs 22 persons who provide food service to approximately 5300 children at 8 sites. The food service prepares approximately 639,540 meals annually.

B. Financial Goals. Limit deficit spending and contributions from the General Fund.

C. Management Goals.

- To provide an appealing and nutritionally sound program for students as economically as possible.
- To provide menus that are culturally relevant and unique that meet the child nutrition federal and state standards.
- To maintain a food service program that is cost neutral to the Travis Unified School District.
- To stimulate, and increase both student and adult participation in the program through improving relations with students, staff and the community by creating awareness of the advantages of a sound food service program.
- To promote an educational value and nutritional awareness wherever the food service operation can interface with District programs.
- To maintain reasonable competitive prices in the program.
- To maintain student and staff morale at a high level.
- To reach highest maximum participation and show a reasonable increase throughout the year and from year-to-year.

D. Food Service Office and Staff. The food service office is located at 2751 De Ronde Drive, Fairfield, CA 94533. The number of food service staff is 707-437-4604 ext. 1217.

E. National School Lunch Program and School Breakfast Program.

Participation [add rows as needed or attach as a separate page]:

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	K-12	5211	2668	N/A	All	N/A
School Breakfast Program (SBP)	K-12	5211	885	N/A	All	N/A
NSLP Afterschool Meal	K-12	N/A	0	0	0	0

Supplements (AMS) (Snacks)						
Seamless Summer Feeding Option (SSFO)	K-12	0	0	0	0	0

2. Description of CPC Responsibilities

General: Under the direction of the SFA's Food Service Director, the CPC selected pursuant to this RFP will provide the following duties outlined. In addition, the CPC will employ assist in the oversight of the Nutrition Services operation in a consulting role.

Responsibilities of the CPC shall include:

A. Purchasing of Supplies for the Food Service Program

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**.**

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation**.**

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations**.**

Purchase food and/or supplies (if applicable); if authorized by the SFA, the CPC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the CPC**.**

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Contracting with Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The CPC shall comply with 2 *CFR*, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school 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 percent or more by weight

or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The CPC must:

1. **Submit certification statements for all processed agricultural products**. The CPC must provide written documentation to the SFA 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.

   OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the CPC cannot comply with #1 above, the CPC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

   a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product

   b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions

   c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

D. Facility or Site Operations

The CPC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs

E. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the CPC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable)**.**

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**.**

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, 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.

F. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about child nutrition.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

G. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

H. Records

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.

Maintain employment records that show CPC staff have all professional and health certifications as required by federal or state law and the SFA.

I. Education

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 CPC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an

acceptable management representative of the CPC and the Food Service Director, other SFA staff, and the school board, upon request.

J. Reports

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 SFA contact by the CPC consultant/representative on or before the **[___]**th of each month (7 *CFR,* 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

K. Point of Service

Provide and/or implement an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR,* Section 245.8.

3. Specific CPC Tasks

- The SFA is requesting the CPC on site to provide Services for **three** days per week during the regular school year.
- Fixed fee pricing should reflect the Services for this amount of time.
- Stay up to date on the current climate of child nutrition in regards to food suppliers and shortages to support the SFA.

Exhibit B: Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR*, Part 200.

All costs are based on the average daily participation of 5211 students in the district and 180 number of school days.

Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	159,300	$	$
Lunch	480,240	$	$
Snacks	0	$	$
Seamless Summer Feeding Option	0	$	$
Non-reimbursable Meals	11,170	$	$
TOTAL	650,710	$	$