

Piedmont Unified School District
760 Magnolia Avenue, Piedmont, CA 94611
Request for Proposals to Supply SFA with Vended Meals

This solicitation for vended meals is issued with the intent of entering into a contract to Purchase vended meals in accordance with applicable state and federal laws governing federally-funded Child Nutrition Programs for **Piedmont Unified School District**, herein after referred to as the “School Food Authority (SFA)”. Meal vendors are invited to submit a vended meals proposal in response to this solicitation to furnish vended meals to the SFA for the **2025-26** school year.

If your company is interested in competing for the awarded contract, please respond to this request for proposals as directed in this document. Proposals must be submitted with the following information clearly marked on the envelope or email response: “Vended Meals Proposal” followed by your company’s name

Proposals can be mailed or hand delivered to: **Piedmont Unified School District**
760 Magnolia Avenue
Piedmont, CA 94611

Proposals may also be emailed to: Nutritionservices@piedmont.k12.ca.us

Proposals will be accepted until: **April 11, 2025, at noon (12:00 PM)**

PURPOSE OF RFP

The purpose of this Request for Proposals (RFP) is to solicit proposals and to award a contract to a qualified vendor to supply superior quality breakfast and lunch daily to the students of three elementary schools. The Piedmont Unified School District is participating in the State of California’s Universal Meals program and will offer free breakfast and lunch to every student who wants one. The meals must comply with **The Buy American provision** which requires school food authorities to purchase, to the maximum extent practicable, domestic commodities or products. The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by school food authorities. USDA also added to the first exception the option to use the [48 CFR 25.104 Non-available articles list](#), as a list of excepted items. The final rule codifies the two limited exceptions as follows:

1. The product is listed on the Federal Acquisitions Regulations Non-available articles list found at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

RFP SCHEDULE

Event	Date
Public Notice #1	March 07, 2025
Public Notice #2	March 14, 2025
Last Day for Vendors to submit questions for clarification	March 19, 2025
Responses to Questions Posted	March 28, 2025

Proposals Due	April 11, 2025 at NOON
Evaluation Period	April 14-18 2025
Taste Testing	April 21 - 25 2025 TIME TBD
Final Decision	April 30, 2025
Board Approval of Contract	May 14, 2022

DISTRICT SITES / MEALS REQUIRED

Daily delivery of vended breakfasts and lunches will be made to the following three sites and in the estimated quantities listed. Proposals are to be based on a delivery to each site before 8:00 AM each morning that includes both meals. Alternatives to this delivery schedule can be proposed. Actual quantities will be adjusted as students and families acclimate to the vendor and the free meal process.

School Address	Grades	Enrollment	# of Daily Breakfasts (~20%)	# of Daily Lunches (~50%)
Beach Elementary School 100 Lake Avenue Piedmont, CA 94611	TK-5	325	25	150
Havens Elementary School 323 Highland avenue Piedmont, CA 94611	TK – 5	435	50	220
Wildwood Elementary School 301 Wildwood Avenue Piedmont, CA 94611	K-5	265	30	130
Estimated total per day			95	500
Estimated Total for the year (180 days)			17,100	90,000

PROPOSAL TERMS, SPECIFICATIONS, CONDITIONS, AND REQUIREMENTS

- 1) **Awarded Contract:** The vendor who is selected for the awarded contract will be referred to herein as the “Contractor”. The Contractor will be required to sign the “Awarded Contract”. The Awarded Contract will be filled-out and completed by the SFA with proposal pricing, and all applicable terms and conditions as agreed to by the SFA and the Contractor. An example of this Awarded Contract is attached to this solicitation as ATTACHMENT D: “*Vended Meals Contract Template*”. **Vendors shall thoroughly read ATTACHMENT D: “*Vended Meals Contract Template*” and fully understand the terms and conditions described therein. Contractor will be bound by the terms and conditions as described in the template contract.** The Awarded Contract will be a fully completed and updated version of this template contract. The Awarded Contract will be provided to the Contractor for signature and dating. Contractor shall complete, sign, and date the Awarded Contract including all applicable attachments.

The SFA reserves the right to terminate the Awarded Contract and re-award the contract to the next most competitive proposal in the event the Contractor, to whom the contract is awarded, should fail to supply the SFA with goods and services described herein, not honor proposal pricing, or is unable to comply with the terms and conditions described herein.

Furthermore, in the event that a Contractor to whom an item or items listed in this solicitation has been awarded should fail to supply the SFA requirements promptly and according to the specifications and prices listed herein, the SFA reserves the right to cancel the Awarded Contract and purchase elsewhere.

- 2) **Awarded Contract Period:** The Awarded Contract issued as a result of this request for proposals shall run from **July 1, 2025** through **June 30, 2026**. The vended meal prices submitted shall remain firm and continue in force during the entire contract period. The Awarded Contract may be renewed for up to four (4) additional one-year periods by mutual agreement between the SFA and Contractor.

Services and products rendered as a result of the Awarded Contract must comply with regulations and statutory requirements passed down by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS), California Department of Education (CDE), and SFA’s local governing agency. This includes financial and statutory requirements for operating the Child Nutrition Programs including but not limited to the following:

- 2 CFR Part 200;
- USDA Program regulations (7 CFR Part 210, Part 215, and Part 220), guidance, and instructions;
- State law, regulations, and policies that are not in conflict with federal requirements; and
- Local law, regulations, and policies that are not in conflict with federal requirements.

- 3) **Taste Testing:** Vendors are required to participate in a taste testing event that will take place between Monday, April 21-25, at a time and location to be determined. SFA will provide additional information on the taste testing event once all vendors have been identified. Vendors will need to supply SFA with a variety of meals to be tested with a tasting panel of parents and staff who will provide feedback on acceptability of meals. Meals will be ranked on a point scale with a minimum score required to pass. Vendors failing to pass the taste testing event will not be considered for further evaluation or awarding of a contract.

The meals provided must be in the same condition, size and packaging as the proposed meals for students.

- 4) **Pricing:** Pricing will be fixed price. All meal prices will be net, Free on Board (F.O.B.) to SFA. The SFA will consider individual product price changes as part of a renewal to the Awarded Contract. In addition to the minimum required price to provide a compliant meal, optional additional features can be added to the proposal if necessary to provide added features.
- 5) **Taxes:** Price quoted shall not include state or federal taxes from which the SFA is exempt. The necessary exemption certificate will be furnished upon request by the Contractor.
- 6) **Invoices and Payments:** Invoices must clearly identify each SFA site and show a total amount due for each SFA site. All invoices are to be sent to the following address: Piedmont Unified School District, 760 Magnolia Avenue, Piedmont, CA 94611. Invoices will be paid within 30 days of receipt of invoice
- 7) **Credits:** Credits will be given by the Contractor for any product shortage, defective packages, or unsatisfactory products as deemed by the SFA.
- 8) **Insurance:** The Contractor shall maintain in force all insurance coverage required by federal, state, or local licensing authority. See ATTACHMENT D: "*Vended Meals Contract Template*" for full description of required insurance.

GENERAL REQUIREMENTS AND SPECIFICATIONS FOR VENDED MEALS

1) Menus and Ordering:

- a. Contractor shall provide a monthly menu of meals appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels. The meals must comply with the nutrition standards of the USDA's National School Lunch and School Breakfast Programs. Minimum Food requirements are provided in Exhibit C to the Contract (Attachment D).
- b. A monthly menu covering the meals to be served for the following month must be provided to the SFA no later than one (1) week prior to the end of each month.
- c. SFA will order meals on Tuesday of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each school and each type of meal.

- d. The SFA reserves the right to increase or decrease the daily number of meals ordered with at least 24 hour notice or less if mutually agreed upon between the parties to the Awarded Contract.
 - e. The SFA is interested in proposals that utilize an on-line ordering process for parents to pre-select among daily options.
 - f.
- 2) Menu Cycle Change Procedure:** Meals will be delivered on a daily basis in accordance with the menu cycle approved by the SFA. Deviation from the delivery cycle shall be permitted only upon authorization of the SFA. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the Contractor from delivering a specified meal component, the contractor shall notify the SFA immediately so substitutions can be agreed upon. The SFA reserves the right to suggest menu changes within the Contractor's suggested food cost periodically throughout the contract period.
- 3) Sanitation:** All meals and meal related items must be prepared and stored off-site in a facility that maintains the appropriate state and local health certifications. The meals must be prepared, packaged and delivered in accordance with the food safety guidelines of the appropriate governing health departments (Alameda County Department of Environmental Health). Vendors must submit with their bid a copy of the current state and local health certifications.
- 4) Production Records:** As required by federal guidelines, Contractor must keep food production records for the meals purchased by SFA. These records must demonstrate how the meals contribute to the required food components, food items, or menu items for each day of operation. Furthermore, these records must provide sufficient documentation to determine how the purchased meals contribute to meeting the age/grade appropriate nutrient standard over the school week. For example, Contractor will need to maintain the following records and have such records available when requested by SFA, federal, or state agency:
- a. Temperature logs will be available for review, at any time during the contract period.
 - b. Production records will be available for review, at any time during the contract period.
- 5) Substitutes:** Meals shall be ordered by the SRA's Director of Food Services. Items not on the quotation listing shall not be delivered without prior approval from the SRA's Director of Food Services. If a substitute is necessary, delivery of an equal or superior product at an equal or lower price is permitted with prior approval.
- 6) Noncompliance:** The SFA reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the Awarded Contract. The Contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The SFA reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The SFA or agency inspecting shall notify the Contractor in writing as to the number of meals rejected and the reasons for rejection.
- 7) Specifications**
- a. **Packaging**
 - i. The SFA prefers packaging that is compostable and BPA-free. Proposals should identify the extent to which this specification can be achieved.

- ii. All meals shall be encased in sanitary wrappers or containers, which shall be sufficiently strong and tight to exclude dirt and moisture. The packaging in which vended meals is furnished shall be as follows:
 1. Standard commercial packages (when applicable)
 2. Securely sealed to insure freshness of the product and protect contents from contamination
 3. Packages which are dirty, torn, open, mashed, and/or damaged in any way will be returned to contractor.
 - iii. Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 135 degrees F or higher.
 - iv. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and nontoxic.
 - v. Cartons - Each carton to be labeled. Label to include:
 1. Processor's name and address (plant)
 2. Item identity and meal type
 3. Date of production
 4. Quantity of individual units per carton
- b. **Food Preparation:** Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery unless agreed to by both parties.
- c. **Product Freshness:** It is the responsibility of the Contractor to assure product freshness at all times. Previously frozen items are not acceptable without prior consent of the SFA's Director of Food Services.
- d. **USDA Foods:** If SFA desires to participate in the USDA Foods Program and the Vendor agrees to use USDA Foods in accordance with federal and state regulations, then both the SFA and Vendor will need to sign the "Addendum to the Vended Meals Agreement for Participation in USDA Foods Program" Exhibit F to the Contract (Attachment D).
- e. **Components of Vended Meals:** Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the USDA. All foods must meet the minimum food specifications and quality standards as listed herein and in Attachment D: "*Vended Meals Contract Template*". A complete list of food specifications can be found in Exhibit C to the Contract (Attachment D).
- f. **Delivery Requirements:** Meals will be delivered by the Contractor to each SFA site ready to eat and held at temperature by product type – at 135 degrees F or higher for hot items and 41degrees F or lower for cold items.

The Contractor will deliver the ordered meals as described below or in a manner that is mutually agreed upon between the parties of the Contract to each school site.

- Refrigerated truck(s)
- Insulated containers with ice (cold foods)
- Insulated containers without ice (hot foods)

- Heated units/ovens

Meals are to be delivered by the Contractor in unitized form to locations as indicated in this section of this solicitation.

The vendor shall provide the necessary equipment to ensure food is delivered and maintained at the appropriate temperatures until served. If the vendor does not provide the storage equipment, this must be specified in the proposal.

Delivery shall include delivery only. SFA employee will take delivery and serve the meals. Contractor employee is not required to be present while the meals are served by the SFA.

The Contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state or local health codes.

Deliveries shall be made to the three SFA sites daily during the school year (August 11, 2025 through June 4, 2026), except Saturday, Sunday, and holidays, and other school is not in session, as ordered; unless specified otherwise, and at such hours as specified by and arranged with the receiving SFA's Director of Food Services. It is the responsibility of the Contractor to place all deliveries in proper areas at each SFA site. All invoices must be reviewed and signed by an authorized SFA employee.

Furthermore:

- All delivery personnel will be in uniform with company identification.
- Delivery personnel will possess Contractor's employee identification on their person at time of delivery.
- Delivery personnel will allow receiving staff the opportunity to inspect the inside of the delivery truck.

8) Food Laws: Contractor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan (*see below, sub-section 9 of this section*). SFA may inspect Contractor's facilities and vehicles.

Meals must be held at the proper temperatures and humidity as recommended by current codes and regulations in the State of California and Alameda County so as to maintain meals at optimum levels of quality and condition. Contractor shall be liable for the safety and appearance of products and packaging materials. Any meals received which are not compliant with applicable food law, or HACCP, will be returned for full credit.

- SFA reserves the right to request dock inspection reports/documentation and conduct on-site inspections of Contractor's facilities, delivery vehicles, and records, at any time during the contract period.

- The delivery vehicles must be clean, be free of insects and rodents, and be adequate for storing and delivering of meals (dry, chilled, and frozen).

Upon request from the SFA, Contractor shall provide:

- their current HACCP plan;
- latest facility inspection forms and comments from applicable federal, state, and local agencies; or
- procedures for food safety and sanitation, including procedures used for product holds or recalls.

9) HACCP: Contractor must submit documentation of HACCP compliance upon notification of being selected for the Awarded Contract. Any proposal without HACCP compliance documentation will be eliminated as a potential vendor to SFA cafeterias.

PROPOSAL SUBMITTAL

The following documents must be included in the proposal submission:

(1) Vendor Contact Information:

Name of company submitting this proposal: _____

Printed name of person signing this form: _____

Telephone #: _____

Mailing address: _____

E-mail address: _____

(Notices are furnished via e mail)

Date: _____

Proposals must contain the signature of a duly authorized officer of the organization.

(2) Proposal Information: The vendor must provide sufficient information about the company, the food production process, the ingredients used, the qualifications, and any other information that will allow the SRA to evaluate the proposal based on the criteria described below. At a minimum, please include the following:

- Company description including:
 - Qualifications
 - Duration and extent of experience in the operation of school meal services
 - Relevant experience
 - Financial stability
- Food procurement and preparation:
 - Description of food procurement process
 - Staffing for production, including experience and training
 - Quality standards for food used in prepared meals
- Ordering, packaging and delivery of meals:
 - Meal packaging options
 - Process for placing orders
- Facilities and Equipment:

- Equipment to be provided by the SFA
- Description of facilities used for food preparation, including copy of current health certifications for the food service facility in which meals are prepared
- Sample 31-day menu cycle for breakfast and lunch for TK-5th grade, including nutritional information showing compliance with federal meal program requirements for each meal
 - Menu development rationale
 - Compliance with NSLP and SBP
 - Daily variety and options

(3) Pricing and Attestation Forms: *ATTACHMENT A - Pricing and Attestation and ATTACHMENT B - Certificate of Independent Price Determination* must be completed and signed.

(4) References: Please provide three references from current clients that are similar to SFA. See *ATTACHMENT C - References*.

(5) Certifications: *Please complete and sign ATTACHMENT E CERTIFICATION REGARDING LOBBYING.*

SELECTION PROCESS

The SFA will evaluate proposals based upon the vendor's proven ability to comply with the specifications contained herein, as well as price. In submitting a response, vendor acknowledges that the SFA shall have the sole and final right to determine if the response complies with these specifications. The SFA will evaluate and make an award to a vendor whose response is in the best interest of the District.

Proposals that do not meet the requirement or deadline will not be considered. In order to be found sufficiently qualified and responsible to the RFP, a vendor must demonstrate to the SRA that it meets each of the following qualification requirements listed in the RFP.

The following criteria will be used to evaluate the proposals:

Essential Qualifications	What We're Looking for	Weight
Cost	Lowest cost that provides the highest quality and variety of options for students.	20
Adequate Financial Resources	Evidence that the vendor has been in business long enough to understand, and be able to anticipate and support, its operational needs and to appropriately manage and address the risks associated with its operations.	10

Safety Record and Controls	Evidence that the vendor has a minimum of appropriate safety controls in place and that an accredited food-safety auditing firm has found these controls to be satisfactory	15
Relevant Experience	Evidence that the vendor has experience in the preparation and delivery of meals to similar sized public and/or charter elementary (TK-5) schools.	10
Nutrition Standards	Evidence the National School Lunch Program and School Breakfast Program nutrition standards can be met.	15
High Quality Ingredients	Evidence that vendor uses high quality ingredients that meet or exceed the minimum requirements (Exhibit C to the Contract (Attachment D))	15
Appetizing, Quality Meals	Sample meals must meet, at a minimum, a point score of 5 out of a possible 15 points, based upon the scores of a taste testing by the SRA.	15

The vendor must offer products and services that meet the District's specifications and must be capable of delivering the quality of goods and services required without minimum quantities.

This RFP process shall in no way be deemed to create a binding contract or agreement of any kind between the proposers and the SFA. By submitting a response to this RFP, the successful vendor agrees to execute a Contract Agreement with the SFA. The SFA reserves the right to negotiate any and all items of this Contract Agreement, including the Term, Scope of Services and Compensation.

**ATTACHMENT A
PRICING AND ATTESTATION FORM**

Vendor agrees to furnish to the SFA, vended meals products as requested in this solicitation document and certifies:

- no person acting or employed by the SFA is directly involved in preparation of the bid or in any portion of the profits which may be derived there from; and
- as required by the regulations implementing Executive Order 12549, Debarment and Suspension, neither the vendor, by submission of this bid, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal department or agency.

The undersigned hereby offers to furnish the following items as specified herein. These columns must be completed.

Item #	Name	Unit	Estimated Annual Quantity	Vendor Unit Price	*Vendor Extended Cost
1	<i>Breakfast</i>	<i>meal</i>			
2	<i>Lunch</i>	<i>meal</i>			
3	<i>Milk</i>	<i>carton</i>			
* <i>Extended Cost = (Estimated Annual Quantity) X (Vendor Unit Price)</i>					
Total Extended Cost:					
Delivery cost:					
Optional additional Items / offerings:				Vendor Unit Price	
Organic milk					
Compostable packaging					
Vegan or plant-based option daily					

- I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the

terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Bidder and the SFA.

SIGNATURE (of authorized representative) : Date: _____

PRINT NAME: _

TITLE: _

BIDDERS SHOULD RETAIN A COPY OF YOUR BID INCLUDING BID INSTRUCTIONS, CONDITIONS AND SPECIFICATIONS FOR FUTURE REFERENCE.

ATTACHMENT B
Certificate of Independent Price Determination

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

- A.** By submission of this offer, the offeror (Respondent/FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. 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.
 - b. 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
 - c. 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:
 - a. 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
 - b. (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 FSMC'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 C
CUSTOMER REFERENCES**

Please submit three (3) current school district references requiring similar services:

Reference #1	
School District	
Contact Person	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2	
School District	
Contact Person	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3	
School District	
Contact Person	
Telephone Number	
Required Number of Deliveries per Week	

ATTACHMENT D

**Vended Meals Contract Template
for the National School Lunch and School Breakfast Programs**

This Agreement (“Agreement”) is entered into by and between Piedmont Unified School District herein after referred to as the School Food Authority (SFA), and, herein after referred to as the Vendor. The effective date of this Agreement is July 1, 2025.

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

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

Monday through Friday, Breakfast and Lunch

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

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

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

A. Agreement Period

The initial agreement period shall be 7/1/2025 to 6/30/2026. Both parties agree to enter into this Agreement for one-year period with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

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

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

B. The Vendor Agrees to

- a. Invoice SFA for unitized meals in accordance with the number of meals requested.
- b. Provide the SFA, for approval, a proposed cycle menu for the operational period, at least operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in Exhibit C, Minimum Food Specifications.
- c. Maintain full and accurate records that document:
 - 1.the menus were provided to the SFA during the term of this Agreement,
 - 2.a listing of all components of each meal,
 - 3.an itemization of the quantities of each component used to prepare said meal, and
 - d. providing the SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.
- d. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.
- e. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
- f. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for the SFA. Meal count documentation must include the number of meals requested by the SFA.
- g. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within days of the scheduled delivery time.

1. Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals delivered to the SFA no later than the day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be delivered to the SFA, are spoiled, or unwholesome at the time of delivery to the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the SFA the full amount of any meal overclaims which are attributable to the Vendor's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.
- h. Provide the SFA with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.
- i. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
- j. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- k. Be paid by the SFA for all meals delivered to the SFA in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for delivery to the SFA and the number of meals served by the SFA that are not eligible for reimbursement.
- l. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
- m. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

C. The SFA Agrees to:

- a. Request by telephone no later than , an accurate number of meals to be delivered to the SFA each day. Notify the Vendor of necessary increases/decreases in the number of meals ordered within hours of the scheduled time. Errors in meal orders shall be the responsibility of the SFA making the error.
- b. Ensure that a SFA representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal delivered to the SFA. The SFA assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the NSLP/SBP,

and with local health and safety codes. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than .

- c. Notify the Vendor within days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
- d. Provide the Vendor with information on how to access or a copy of the federal NSLP/SBP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP. The SFA will, within 24 hours of receipt from CDE, advise the Vendor of any changes in the food service requirements.
- e. Pay the Vendor by the day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals delivered to SFA in accordance with the agreement. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared, and the number of meals served by the SFA that are ineligible for reimbursement.
- f. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
- g. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the SFA.
- h. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the SFA online contract for participation in NSLP.

D. USDA Foods

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

E. Termination

- a. **Mutual Agreement Termination:** With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
- b. **Non-Performance of Agreement and Termination:**
 1. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
 2. The SFA may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).
 3. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.

- c. **Termination for Convenience:** The SFA may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
- d. **Final Payments:** Upon any termination of this Agreement, the SFA will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

F. Standard Terms and Conditions

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

Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.

- g. **Breach of this Agreement and Remedies:** If Vendor fails to comply with any of the terms and conditions of this Agreement; the SFA has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach. If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by SFA of any rights or remedies for any breach by Vendor. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach. The remedies of the SFA is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach.
- h. **Indemnify and Hold Harmless:** Vendor shall indemnify, defend, and hold harmless the SFA, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the SFA and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.
1. Vendor agrees to notify the SFA by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
 2. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person
- i. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- j. **Waiver:** No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
- k. **Taxes:** The SFA has tax-exempt status.
- l. **Buy American:** Vendor will comply with the Buy American requirement, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially

(at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).

- m. **Food Laws:** Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor's facilities and vehicles.
- n. **Food Recall:** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
- o. **Biosecurity:** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.
- p. **Lobbying Certification:** The Vendor must sign the Lobbying Certification, ATTACHMENT E, an attachment to the Proposal, and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, or will complete and submit as required in accordance with its instructions included in ATTACHMENT E.
- q. **Independent Price Determination Certification:** The Vendor must sign Independent Price Determination Certificate, ATTACHMENT B to the Proposal and which is incorporated herein by reference and made a part of this Agreement.

The Vendor shall comply with all other pertinent state and federal laws.
- r. **Records:** Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
- s. **Duty to Protect:** Vendors shall perform a criminal background check on any of the Vendors employees that will be working at the SFA and disclose results to the SFA.

G. Insurance

Vendors shall maintain the insurance coverage set forth below at levels appropriate for the business provided by insurance companies authorized to do business in California. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted within 30 days of the award. The Vendor must maintain the following insurance at the minimum:

- a. Worker's Compensation as required by state law with employer's liability of \$1,000,000 for each accident.

- b. Comprehensive / commercial liability insurance of \$1,000,000 per occurrence /\$3,000,000 aggregate.
- c. Automotive liability - \$1,000,000 per accident.
- d. Property insurance – sufficient to keep the buildings used for operations insured against loss or damage by fire, explosion or other cause normally covered.

The SFA shall be named as additional insured on Commercial Liability, Automobile, and any Excess Umbrella coverage to the extent the SFA is indemnified.

The insurance company insuring the Vendor shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

H. General Assurances

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

SCHOOL FOOD AUTHORITY / VENDOR SIGNATURES

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

SCOPE OF WORK VENDED MEALS

The vendor will supply meals to Piedmont Unified School District, hereafter referred to as "SFA", that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch and the School Breakfast Programs. The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their bid a copy of the current state and local health certifications.

GENERAL VENDOR RESPONSIBILITIES

- a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor shall deliver meals to location(s) at times specified by SFA.
- c. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- d. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- e. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.
- f. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than one (1) week prior to the end of each month.
- g. When requested by the SFA, the Vendor shall provide SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- h. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
- i. The vendor shall participate in the parent, teacher, and student advisory board.
- j. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students

without disabilities when they are unable to eat regular meals because of a medical or special dietary need.

GENERAL SFA RESPONSIBILITIES

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a weekly basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a twenty-four hour notice to the vendor.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

EQUIPMENT

- a. The vendor shall provide delivery equipment to ensure food is delivered and maintained at appropriate temperatures until served.
- b. The vendor shall provide written notification to the SFA of any equipment belonging to the vendor within ten days of its placement on SFA premises.
- c. The vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all vendor-owned property and equipment.
- d. Upon expiration or termination of the Contract, it shall be the vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

PACKAGING REQUIREMENTS

- a. To the extent possible, packaging should be compostable and BPA-free.
- b. Hot meal unit—Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135°F.

- c. Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and of non-toxic material.
- d. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- e. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

DELIVERY REQUIREMENTS

- a. Meals must be delivered in accordance with the approved menu cycle.
- b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
- e. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- f. The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed on Exhibit C of Contract, or as otherwise stated in this Contract.
- g. All refrigerated food shall be delivered at an internal temperature of 40°F or below. All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors. All hot food shall be delivered with an internal temperature of 135°F or above.

School Locations

SCHOOL NAME	
STREET ADDRESS	
PHONE NUMBER	
CONTACT PERSON	

SCHOOL NAME	
STREET ADDRESS	
PHONE NUMBER	
CONTACT PERSON	

SCHOOL NAME	
STREET ADDRESS	
PHONE NUMBER	
CONTACT PERSON	

SCHOOL NAME	
STREET ADDRESS	
PHONE NUMBER	
CONTACT PERSON	

Minimum Food Specifications

The following food specifications are required:

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

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

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

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

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

No peanuts or tree-nut products

No trans fats

The following food specifications are preferred:

No processed cheese products

Minimally processed foods that contain no more than the minimum of sodium, fat, sugar and/or other additives that are absolutely necessary for food preservation, safety, and palatability.

Fruits and Vegetables

- Locally sourced when in season
- Organic preferred for (“Dirty Dozen”):
 - Strawberries

- Spinach
- Kale, collard and mustard greens
- Nectarines
- Peaches
- Apples
- Pears
- Grapes
- Bell & hot peppers
- Cherries
- Celery
- Tomatoes

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs published in July 2024.

School Breakfast Program Meal Pattern

Meal Components	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food ¹ per Week		
	(minimum per day)		
Fruits (cups) ²	5 (1)	5 (1)	5 (1)
Vegetables (cups) ²	0	0	0
Dark Green Subgroup	0	0	0
Red/Orange Subgroup	0	0	0
Beans, Peas, and Lentils Subgroup	0	0	0
Starchy Subgroup	0	0	0
Other Vegetables Subgroup	0	0	0
Grains or Meats/Meat Alternates (oz. eq) ³	7-10 (1)	8-10 (1)	9-10 (1)
Fluid Milk (cups) ⁴	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁵			
Minimum-Maximum Calories (kcal)	350-500	400-550	450-600
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤540 mg	≤600 mg	≤640 mg
Sodium Limit: Must be implemented by July 1, 2027	≤485 mg	≤535 mg	≤570 mg

¹ Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/8 cup. Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Schools may substitute vegetables for fruit at breakfast as described in paragraphs (c)(2)(i) and (ii) of this section.

³ Minimum creditable serving is 0.25 oz. eq. School may offer grains, meats/meat alternates, or a combination of both to meet the daily and weekly ounce equivalents for this combined component. At least 80 percent of grains offered weekly at breakfast must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grain items offered must be enriched.

⁴ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.

⁵ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.



National School Lunch Program Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Meal Components	Amount of Food ¹ per Week		
	(minimum per day)		
Fruits (cups) ²	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) ²	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green Subgroup ³	½	½	½
Red/Orange Subgroup ³	¾	¾	1 ¼
Beans, Peas, and Lentils Subgroup ³	½	½	½
Starchy Subgroup ³	½	½	½
Other Vegetables Subgroup ^{3 4}	½	½	¾
Additional Vegetables from Any Subgroup to Reach Total	1	1	1 ½
Grains (oz. eq.) ⁵	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz. eq.) ⁶	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) ⁷	5 (1)	5 (1)	5 (1)
Dietary Specifications: Daily Amount Based on the Average for a 5-Day Week⁸			
Minimum-Maximum Calories (kcal)	550-650	600-700	750-850
Saturated Fat (% of total calories)	<10	<10	<10
Added Sugars (% of total calories)	<10	<10	<10
Sodium Limit: In place through June 30, 2027	≤1,110 mg	≤1,225 mg	≤1,280 mg
Sodium Limit: Must be implemented by July 1, 2027	≤935 mg	≤1,035 mg	≤1,080 mg

¹

Food items included in each group and subgroup and amount equivalents.

² Minimum creditable serving is 1/8 cup. One quarter-cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100 percent full-strength.

³ Larger amounts of these vegetables may be served.

⁴ This subgroup consists of “Other vegetables” as defined in paragraph (c)(2)(ii)(E) of this section. For the purposes of the NSLP, the “Other vegetables” requirement may be met with any

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additional amounts from the dark green, red/orange, and bean, peas, and lentils vegetable subgroups as defined in paragraph (c)(2)(ii) of this section.

⁵ Minimum creditable serving is 0.25 oz. eq. At least 80 percent of grains offered weekly (by ounce equivalents) must be whole grain-rich as defined in § 210.2 of this chapter, and the remaining grains items offered must be enriched.

⁶ Minimum creditable serving is 0.25 oz. eq.

⁷ Minimum creditable serving is 8 fluid ounces. All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less) and must meet the requirements in paragraph (d) of this section.

⁸ By July 1, 2027, schools must meet the dietary specification for added sugars. Schools must meet the sodium limits by the dates specified in this chart. Discretionary sources of calories may be added to the meal pattern if within the dietary specifications.

Schedule of Fees

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

All costs are based on the average daily participation of 40% of students in the breakfast program, 60% of students in the lunch program and 180 school days.

Cost per Meal

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

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast		\$	\$
Lunch		\$	\$
TOTAL		\$	\$

*Units to be provided by SFA

SUSPENSION AND DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion--lower tier covered transactions.

This certification is required by the U.S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, **check SAM Exclusions**.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant: _____

Legal Business Name: _____

Address: _____

Printed Name and Title of Authorized Representative: _____

Signature _____ Date: _____



United States Department of Agriculture

AD-1047

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not 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 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal 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;
 3. 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 (A.2.) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
Prefix: <input style="width: 100px;" type="text"/>	First Name: <input style="width: 200px;" type="text"/>
Middle Name: <input style="width: 400px;" type="text"/>	
Last Name: <input style="width: 450px;" type="text"/>	
Suffix: <input style="width: 100px;" type="text"/>	
Title: <input style="width: 300px;" type="text"/>	
SIGNATURE(S)	DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 0410, Washington, DC 20250-0410, or call toll-free at (800) 633-8002 (English) or (800) 877-8339 (TDD) or (800) 377-8042 (English Federal-relay) or (800) 545-0130 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- (7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

USDA Foods

1. Any USDA Foods received (when the foods arrive at the SFA’s kitchen, SFA’s storage facility, or Vendor storage facility in either raw form or in processed end products) by the SFA and made available to the Vendor must accrue solely to the benefit of USDA Child Nutrition programs if applicable, and shall be fully utilized therein. The Vendor shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.
2. The SFA shall retain title to all USDA Foods.
3. USDA Foods allocated to the SFA will be delivered to and utilized by the Vendor equitably for lunches served to students at the SFA.
4. **Vendor Responsibility**—the Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable. This will include but is not limited by the following;
 - a. The Vendor must credit the SFA for the value of all USDA Foods received for use in the SFA’s meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);
 - b. The Vendor must credit the SFA for all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.
 - c. The Vendor shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;
 - d. The Vendor shall use the USDA Foods values as posted on CDE’s USDA Foods website including the value of bonus USDA Foods;
 - e. The Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;
 - f. The Vendor will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA’s food service;
 - g. The Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA’s food service;
 - h. The Vendor will not itself enter into the processing agreement with the processor required

in subpart C of 7 CFR part 250;

- i. The Vendor will comply with the storage and inventory requirements for USDA Foods;
- j. The Vendor will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods;
- k. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);
- l. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;
- m. The Vendor shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA;
- n. The Vendor shall account for all USDA Foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the Vendor to maintain the required records under this agreement shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
- o. Vendor shall order only those USDA Foods that can be incorporated into its meals.

5. USDA Foods Handling Charges

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

6. Year-End Reconciliation

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

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

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

9. **Renewal of Agreement**—extensions or renewals of the agreement, if applicable, are

contingent upon the fulfillment of all agreement provisions relating to USDA Foods.

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

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

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

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an ORIGINAL BID, contract renewal or extension when the contract exceeds \$100,000.

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: Piedmont City Unified School District		Agreement Number:
Address of School Food Authority: 760 Magnolia Avenue, Piedmont, CA 94611		
Printed Name and Title of Submitting Official:	Signature:	Date:

Vendor to complete this section:

Name of Vendor:		
Printed Name and Title:	Signature:	Date:

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> contract</p> <p><input type="checkbox"/> grant</p> <p><input type="checkbox"/> cooperative agreement loan</p> <p><input type="checkbox"/> loan guarantee</p> <p><input type="checkbox"/> loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> bid/offer/application</p> <p><input type="checkbox"/> initial award</p> <p><input type="checkbox"/> post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> initial filing</p> <p><input type="checkbox"/> material change</p> <p>For material change only: Year Quarter Date of last report</p>
<p>4. Name and Address of Reporting Entity:</p> <p>_____Prime ___Subawardee</p> <p>Tier , if Known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>\$</p>	
<p>10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No.:</p> <p>Date:</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to 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).
12. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503