



RFP # MPFS2025

REQUEST FOR PROPOSALS

For

FOOD SERVICE CONSULTING AND PURCHASING

2025-2026 SCHOOL YEAR

MOUNT PLEASANT ELEMENTARY SCHOOL DISTRICT

Tracy Huynh, Chief Business Officer
3434 Marten Ave.
San Jose, CA 95148

PHONE: 408-223-3719
EMAIL: thuynh@mpesd.org

Release Date: May 21, 2025

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**MOUNT PLEASANT ELEMENTARY SCHOOL DISTRICT
RFP # MPFS2025
(FOOD SERVICE CONSULTING AND PURCHASING)**

NOTICE TO RESPONDENTS

The Mount Pleasant Elementary School District ("District") is requesting proposals to provide food service consulting and purchasing for the 2025-2026 school year, renewable for one (1)-year terms up to five (5) years total.

Respondents to this Request for Proposals ("RFP") should mail or deliver their sealed proposal in an envelope marked with the **RFP # MPFS2025** and addressed to:

**Mount Pleasant Elementary School District
ATTN: Tracy Huynh, Chief Business Officer
3434 Marten Ave.
San Jose, CA 95148**

ALL SUBMITTALS ARE DUE BEFORE 2:00 P.M., ON June 13, 2025. Late submittals will not be accepted or considered. Fax or email responses will not be accepted.

If you have any questions regarding this RFP, please email Tracy Huynh, Chief Business Officer, at thuynh@mpesd.org, **no later than 2:00 p.m., on June 6, 2025**. Questions must be submitted in writing and answers will be posted on the District website, <https://www.mpesd.org/>, on June 11, 2025, by 2:00 p.m.

The District reserves the right to reject any and all submittals. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. The District also reserves the right to waive any informalities or irregularities in received submittals. All Respondents will be responsible for obtaining any addendums or revisions to the project which will be posted in the same manner as the RFP documents.

Advertisement Dates: May 24, 2025; May 28, 2025.

Thank you for your interest in our District and participation in this process!

INSTRUCTIONS TO RESPONDENTS

I. INTRODUCTION

Nestled in the East Foothills of the City of San Jose, the Mt. Pleasant Elementary School District ("District") is proud to serve about 1,500 students across its five schools: August Boeger Middle School, Ida Jew Academy, Mt. Pleasant STEAM Academy, Robert Sanders Elementary School, and Valle Vista Elementary School.

The District is seeking proposals in response to this Request for Proposals ("RFP") for food service consulting and purchasing for the 2025-2026 school year. The Districts hopes to

- Provide an appealing and nutritionally sound program for students as economically as possible.
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn.
- Increase participation at all levels of the food service program by improving meal quality, 30% speed scratch cooking, seeking student and parent input, offering menu variations, and improving planning.
- Maintain reasonable prices for adults participating in the food service program.
- Maintain student enthusiasm and staff morale at a high level.

The contract awarded (if any) will be for one (1) year ("Term"), and if mutually agreeable, the District reserves the right to renew for additional one (1)-year terms, for a period not to exceed five (5) consecutive years total.

A complete response is required in order to be considered. Consultants are required to comply with applicable laws and regulations as well as the District's insurance requirements. The District reserves the right to reject any and all submissions and seek additional responses if the number or quality of responses does not meet the stated criteria.

II. DISTRICT'S RFP PROCESS

A. Limitations and District's Right to Reject

The District, in its sole discretion, reserves the right to:

- Accept or reject any and all proposal submissions, or any portion or combination thereof;
- Contract with any responding entity, or several responding entities, in whatever manner the District decides; and/or
- Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

This RFP is not an offer by the District to contract with any party responding to this RFP. This RFP does not commit the District to select any entity and the District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for any costs or expenses incurred in preparing and submitting responses to this RFP.

The District reserves the right to add additional consultants for consideration after receipt of submittals if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

B. Full Opportunity

The District hereby affirms that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprises (SLBE), Small Emerging Local Business Enterprises (SELBE), Disabled Veterans Business Enterprises (DVBE), and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFP and that no respondent will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. Restrictions on Lobbying and Contacts

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process or the award of the contract(s) with any member of the District's Board of Trustees ("Board"), or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the entity submitting a proposal.

D. Limitations

The award of a contract, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this RFP. The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure in accordance with the parameters of the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement approved by the Board; or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the Respondent or any other party as a result of any public disclosure of any proposal.

E. Investigations and Clarifications

The District reserves the right to investigate and rely upon information from any other available sources in addition to and beyond any documents or information submitted in response to this RFP. The District reserves the right to request, at its sole discretion, that one or more of the Respondents provide clarifications or supply additional material deemed necessary to assist in the evaluation of proposals, and to modify or alter any of the requirements herein.

III. SCOPE OF SERVICES

The scope of services is stated in the form of contract which is attached to this RFP as **ATTACHMENT G** ("Contract"). Consultant's proposal shall address the entire scope of services. Partial proposals will not be accepted. The scope may be modified at the sole discretion of the District prior to execution by the selected consultant.

Services shall be performed pursuant to the following laws, regulations, and standards:

- Consultant shall maintain records to support any claim for reimbursement by the District. Such records shall be made available to the District upon request and shall be retained in accordance with 7 CFR, Section 210.16(c)(1).
- Pursuant to California Public Contract Code Section 3410 and Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. At least 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Consultant shall provide certification of the origin of food products.
- Pursuant to California Food and Agricultural Code (FAC) Section 58596.3, the District will purchase agricultural food products grown, packers, or processed domestically unless any of the following applies:
 - The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
 - The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
 - The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.
- Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Consultant agrees to report each violation to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- Pursuant to the California Department of Food and Agriculture (CDFA), Animal Health and Food Safety Services, adopted Title 3, California Code of Regulations (3 CCR), sections 1320-1326 the District will purchase items that meet the requirement that veal calves, breeding pigs, and egg laying hens be housed in confinement systems that comply with specific minimum standards for freedom of movement, cage-free designation, and minimum floor space.
- The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, 30% locally grown and produced. The District's definition of local includes two tiers: 1) Grown within a 250-mile radius from Santa Clara County, 2) Grown within the state of California. If California or U.S.-grown product is not available in sufficient quantities to provide affordability, then only products inspected and approved by USDA is acceptable, and must be approved by the Director Nutrition Services.

IV. GENERAL INSTRUCTIONS FOR RESPONDENTS

A. Before the deadline, Respondents must mail or deliver their sealed proposal packet in an envelope marked with the RFP Number and addressed to:

Mount Pleasant Elementary School District
ATTN: Tracy Huynh, Chief Business Officer
3434 Marten Ave.
San Jose, CA 95148

B. Proposals shall be in 12-point Times New Roman font and no longer than 30 pages in length.

C. Proposals should be verified before submission because the proposal cannot be withdrawn or corrected after being opened. The District will not be responsible for errors or omissions on the part of the consultant in making up their written proposals.

D. Proposals are to be submitted in sealed packages clearly marked on the outside of each package with the name of the consultant submitting the packet.

E. Any Respondent may withdraw their proposal either personally or by a written request, at any time prior to the scheduled time for opening of the proposals. No Respondent may withdraw their proposal for a period of ninety (90) days after the date set for opening by the District.

F. Each proposal will be reviewed to determine its completeness prior to the actual evaluation. Consultants are expected to examine the conditions, specifications, and all instructions of the RFP. Failure to follow these terms will be at the consultant's risk. If a Respondent does not respond to all categories requested, the Respondent may be disqualified from further consideration. Proposals shall be firm and not made contingent upon events or engineering which will not have occurred until after the proposal is awarded.

G. Any erasure, interlineations, or other corrections in the proposal must each clearly and conspicuously be authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal.

H. Submission of a proposal shall be deemed a representation and certification by the Respondent that they:

- Have carefully read and fully understand the information that was provided by the District to serve as the basis for submission of their proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Represent that all information contained in their proposal is true and correct.
- Did not, in any way collude; conspires to agree, directly or indirectly, with any person, firm, corporation or other Respondent regarding the amount, terms or conditions of their proposal.
- Acknowledge that the District has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the

Respondent, and Respondent hereby grants the District permission to make these inquiries, and to provide any and all related documentation in a timely manner.

I. Questions regarding this RFP must be submitted to Tracy Huynh, Chief Business Officer, at thuynh@mpesd.org, **no later than 2:00 p.m., on June 6, 2025**. Questions must be submitted in writing and answers will be posted on the District website, <https://www.mpesd.org/>, on June 11, 2025, by 2:00 p.m.

V. PROPOSAL SUBMISSION REQUIREMENTS

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

Section 1 – Administrative Requirements

A. Cover Letter

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

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

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

*We received a copy of the proposed contract attached to the RFP at **ATTACHMENT G**, and have reviewed the indemnity provisions and insurance requirements contained in the Contract. If given the opportunity to contact with Mount Pleasant Elementary School District, [INSERT RESPONDENT'S NAME] has no objections to the use of the attached form of contract.*

[*Note: If Respondent has objections to any part of the District's form of Contract, all such terms must be identified in the proposal along with requested modifications. District may reject Respondent's requests at its sole discretion.]

We hereby certify that no official or employee of the Mount Pleasant Elementary School District (the District), nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

B. Table of Contents

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

Section 2 - Required Attachments

Each proposal packet must include the following items, all of which are enclosed with this RFP:

- 1. Minimum Qualifications (ATTACHMENT A)**
- 2. Consultant Professional Standards (ATTACHMENT B)**
- 3. Proposal Questionnaire (ATTACHMENT C)**
- 4. Respondent References (ATTACHMENT D)**
- 5. Authorization Agreement (ATTACHMENT E)**
- 6. Fee Proposal (ATTACHMENT F)**
- 7. Noncollusion Declaration**
- 8. Certification Regarding Lobbying**
- 9. Suspension and Debarment Certification**
- 10. Equal Opportunity Employment Certification**
- 11. Respondent's Statement Regarding Insurance Coverage**
- 12. Iran Contracting Act Certification**

VI. SELECTION CRITERIA

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

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

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

	CRITERIA	MAXIMUM POINTS
1	Cost	40
2	Ability to provide entire scope of services to District's satisfaction	30
3	Previous experience working with the District and/or other nearby school districts	15
4	Experience and reputation of consultant	10
6	Responsiveness and completeness of proposal	5
	MAXIMUM TOTAL POINTS	100

D. The District will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The District will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score, taking into consideration the District's best interests and value.

E. The award of a contract, or contracts, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the services described herein, to reject any proposal as non-responsive, and/or not to contract with any Respondent for the services described herein. If the Respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

VII. SCHEDULE SUMMARY

In its sole discretion, the District reserves the right to change the target dates on the schedule, below, without prior notice.

DATE	TIME DEADLINE	EVENT
May 21, 2025	By 5:00 p.m.	District's release of RFP
May 24, 2025		First newspaper publication of Notice.
May 28, 2025		Second newspaper publication of Notice.
June 6, 2025	Before 2:00 p.m.	Deadline for Respondents' submission of written questions to District.
June 11, 2025	By 5:00 p.m.	Deadline for District to post answers to questions, and any Addenda.
June 13, 2025	Before 2:00 p.m.	Deadline for RFP submissions to District.
June 16-18, 2025		Proposal evaluations.
By June 20, 2025	By 5:00 p.m.	District's notification to selected consultant.
June 25, 2025	See Board Agenda	Board's consideration of consultant's contract.

WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S PROGRAM.

ATTACHMENT A
MINIMUM QUALIFICATIONS

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

Both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five (5) years of experience with food service programs.
Yes _____ No _____
If less than five (5) years, provide brief explanation.
2. The Respondent has the resources and ability to provide services, on average, for at least 1,500 students per day, in addition to any weekend and holiday meals as requested by the District, per fiscal year.
Yes _____ No _____
3. The Respondent has knowledge and experience with all federal and state meal programs.
Yes _____ No _____
4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.
Yes _____ No _____
5. The Respondent is licensed to do business in the state of California.
Yes _____ No _____

[END OF ATTACHMENT A]

ATTACHMENT B
CONSULTANT PROFESSIONAL STANDARDS

Consultant Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. The minimum professional standards established by the Final Rule, and described therein, shall apply to consultant staff performing any of the duties described above.

The consultant shall only place staff for work in the school district that meet the minimum professional standards outlined in Title 7, *Code of Federal Regulations (7 CFR)*, Section 210.30, which can be viewed at the following Web page: <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-210/subpart-F/section-210.30>.

- The District shall ensure that all staff the consultant proposes for placement meet the minimum professional standards.
- The consultant shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the District. The consultant shall remove from the District premises any staff who fail to take the required annual training.
- The consultant shall provide the District with a list of proposed employees and evidence that they meet the professional standards.

The undersigned hereby acknowledges receipt and acceptance of the above standards.

PROPER NAME OF RESPONDENT

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNING

[END OF ATTACHMENT B]

ATTACHMENT C
PROPOSAL QUESTIONNAIRE

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

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in **ATTACHMENT B**, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing services (consulting, food purchase, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar district services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of districts that have discontinued or terminated your company's services in the last five (5) years and the reason(s) why, including the main point of contact for that district.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three (3) years of operation.
7. Provide a description of promotional and marketing materials you will use to attract students to the program, and include any samples, as appropriate.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.
9. Provide a comprehensive five (5) year summary of any claims (whether or not pursued through litigation) in which your firm has been involved.

[END OF ATTACHMENT C]

ATTACHMENT D
RESPONDENT REFERENCES

List at least three (3) references to which the Respondent has provided food service management services within the past **five (5) years**. Attach up to one (1) additional page of references, if necessary.

Failure to complete and return this Attachment will be a cause for your proposal to be rejected.

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

[END OF ATTACHMENT D]

ATTACHMENT E
AUTHORIZATION AGREEMENT

Request for Proposal for Food Service Consulting and Purchasing
RFP # MPFS2025

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

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

Consultant Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

[END OF ATTACHMENT E]

ATTACHMENT F **FEE PROPOSAL**

Please provide a detailed breakdown of costs that are included in the fixed cost price.

All costs are based on average daily participation of 1,500 students in the District and 180 number of school days, in addition to any weekends and holidays, as requested by the District.

COST BREAKDOWN

Respondent Instructions

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

⇒ **Provide the actual cost per meal** (e.g., actual cost for breakfast; lunch; weekends and holiday meals); **base all food costs** on a 21-day cycle menu.

⇒ Clearly identify all costs

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

COST PER MEAL

Respondent Instructions:

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

⇒ **Prices must not include values for donated foods and must include all meal programs applicable.**

1. LINE ITEM	2. UNITS (number of meals per day)	3. RATE	4. TOTAL
Breakfast		\$	\$
Lunch		\$	\$
Snacks			
A La Carte		\$	\$
Nonreimbursable Meals	N/A	\$	\$
Summer School			
TOTAL		\$	\$

*Units to be provided by District

[END OF ATTACHMENT F]

NONCOLLUSION DECLARATION
To Be Submitted With Proposal

RFP # MPFS2025 (FOOD SERVICE CONSULTING AND PURCHASING)

The undersigned declares:

I am the _____ of _____,
[Title] [Name of Firm]
the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Respondent. All statements contained in the proposal are true. The Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
2025, at _____, _____.
[City] [State]

Signature: _____

Print Name: _____

END OF DOCUMENT

CERTIFICATION REGARDING LOBBYING
To Be Submitted With Proposal

RFP # MPFS2025 (FOOD SERVICE CONSULTING AND PURCHASING)

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/Consultants as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, 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:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

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

Disclosure of Lobbying Activities

Approved by OMB
0348-0046

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

1. Type of Federal Action: ☐ contract ☐ grant ☐ cooperative agreement loan ☐ loan guarantee ☐ loan insurance	2. Status of Federal Action: ☐ proposal/offer/application ☐ initial award ☐ post-award	3. Report Type: ☐ initial filing ☐ material change For material change only: Year _____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____ if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: ____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

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

END OF DOCUMENT

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: District to obtain from any potential consultant or existing contractor for all contracts in excess of \$100,000. This form is required each time a proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion (Lower Tier Covered Transactions)**

To Be Submitted With Proposal

RFP # MPFS2025 (FOOD SERVICE CONSULTING AND PURCHASING)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) 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.

Mount Pleasant Elementary School District
Food Service Consulting And Purchasing

Potential Vendor or Existing Contractor (Lower Tier Participant):

PRINTED NAME

TITLE

SIGNATURE

DATE

RETAIN WITH THE APPLICABLE CONTRACT AND/OR PROPOSAL RESPONSES.

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER TIER COVERED TRANSACTIONS)**

- 1) By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
- 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 which 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 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 with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "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 it 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 Nonprocurement List.
- 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.

END OF DOCUMENT

U.S. Department of Agriculture Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD3027) found online at the Filing a Program Discrimination Complaint as a USDA Customer page , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW Washington, D.C. 20250-9410;
- (2) fax: 202-690-7442; or
- (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

CERTIFICATION ON FOLLOWING PAGE.

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION
To Be Submitted With Proposal

RFP # MPFS2025 (FOOD SERVICE CONSULTING AND PURCHASING)

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____ (Consultant)

is an equal opportunity employer as defined in the Equal Opportunity Act.

PROPER NAME OF RESPONDENT

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNING

END OF DOCUMENT

RESPONDENT'S STATEMENT REGARDING INSURANCE COVERAGE
To Be Submitted With Proposal

RFP # MPFS2025 (FOOD SERVICE CONSULTING AND PURCHASING)

Respondent HEREBY CERTIFIES that the Respondent has reviewed and understands the insurance coverage requirements specified in the Request for Proposals as set forth in the District's form of Contract. Should the Respondent be awarded the contract for the work, Respondent further certifies that the Respondent can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the **Mount Pleasant Elementary School District** as Additional Insured for the project specified.

PROPER NAME OF RESPONDENT

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNING

END OF DOCUMENT

ATTACHMENT G
DISTRICT'S FORM OF CONTRACT
ATTACHED BEHIND THIS SHEET.