



Request for Proposal
Vended Meal Service Contract
2025-2026
FOR
Caliber Public Schools
3260 Blume Dr. #120
Richmond, CA 94806

Proposals Due:
July 10, 2025

Request for Proposal Contract Vended Meals for Child Nutrition Programs

This document contains a Request for Proposal for providing vended meals for Caliber Public Schools(the SFA)'s School Nutrition Program and including terms and conditions. This document, the Vendor's proposal, and any approved amendments or addendums to this document will constitute the contract between the Vendor and the School Food Authority (the SFA).

Legal Notice

Notice is hereby given that Caliber Public Schools, hereinafter referred to as the SFA, intends to contract with a meal vendor. All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

The SFA reserves the right to accept any proposal which it determines most favorable to the interest of the SFA and to reject any or all proposals or any portion of any proposal submitted which, in the SFA's opinion, is not in the best interest of the SFA.

The Offeror to this RFP will be referred to as the Vendor, and any contract that may arise from this Request for Proposal (RFP) will be between the Vendor and the SFA.

The Request for Proposal documents are available at:
Caliber Public School's website at www.caliberschools.org
To request the RFP documents by email , please contact

Devin Gross

email: devin@caliberschools.org

Request for Proposal

- The SFA will consider a proposal for a fixed fee per meal only. The fixed fee per meal shall be inclusive of delivery and other services requested by the SFA.
- In accepting proposals, the SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of the SFA.
- Offerors must submit a complete response to this Request for Proposal (RFP), including all certifications, for consideration as a responsive proposal.
- Contracts entered into on a basis of submitted proposals are revocable if contrary to law.
- See standard terms and conditions below.

Pre-Proposal Meeting / Timeline (optional)

A meeting with interested Vendors to review the specifications and to clarify any questions.

1. Date/ Time: June 16, 2025/ 2pm-3:00pm
2. Link to virtual meeting:
Devin Gross is inviting you to a scheduled Zoom meeting.
[Join Zoom Meeting](https://zoom.us/j/96543603302?pwd=Ym1jQ3BsMGU3b1ZQUmhHcEdrRVZEQT09)
<https://zoom.us/j/96543603302?pwd=Ym1jQ3BsMGU3b1ZQUmhHcEdrRVZEQT09>
[Meeting ID: 965 4360 3302](#)
[Passcode: caliber1](#)
3. Attendance is *not required*.
4. Vendor presentations will be scheduled at this time.

Proposal Submission and Award

1. Submit Competitive Proposals via email to:
Name of the SFA Contact: Devin Gross
Email Address: devin@caliberschools.org
Submit Competitive Proposals via mail to:
Name of the SFA Contact: [Devin Gross](#)
Mailing Address: 3260 Blume Dr. #120 Richmond, CA 94806
Physical Address: 3260 Blume Dr. #120
City: Richmond
State/Zip: CA, 94806
2. **Proposals must be submitted by:**
 - a. Time: 5:00pm (*proposals will not be accepted after this time*)
 - b. Date: July 10, 2025
 - c. Location: Devin@caliberschools.org or 3260 Blume Dr #120 Richmond, CA 94806
 - d. Mark proposal submitted as “***Vended Meals Proposal***, Caliber Public Schools.”
2. To be considered, each Vendor must submit a complete response to this solicitation **using the forms provided**.
3. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered (2 CFR 200.320).
 - a. A responsible Vendor is one whose financial, technical, and other resources indicate an ability to perform the services required.
 - b. The inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
 - c. The qualification data shall be submitted by each Vendor along with the proposal, and shall include information that Vendor is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments.

4. If additional information is requested, please contact [Devin Gross at devin@caliberschools.org](mailto:Devin.Gross@caliberschools.org). Any additional information provided to one Vendor will be available to all. **Please submit requests via email only.** In order to facilitate prompt sharing of information, **no phone calls will be accepted.**

5. **Award Criteria:**

Proposals will be evaluated by the SFA committee based on the offer per meal and the criteria, categories and assigned weights as stated herein below (to the extent applicable).

Points	Criteria
30	<p>Cost</p> <ul style="list-style-type: none">• Vendor provides pricing that aims to develop a cost-neutral program for the school including vendor support and responsibility for waste management.
15	<p>Service Capability Plan (describes Vendor's ability to provide services as stated in the RFP)</p> <ul style="list-style-type: none">• Vendor is able to provide meals at the locations and times in the RFP• Vendor is responsive to the SFA needs and remedies problems immediately• Vendor will provide daily food safety and HACCP monitoring paperwork• Vendor provides necessary paperwork and documents to the SFA, including the SFA invoices, menus and production worksheets, menu substitutions, in order for the SFA to properly monitor performance.
5	<p>Experience, References with like the SFAs and familiarity with regulations</p> <ul style="list-style-type: none">• Vendor is able to provide three references with like SFAs• Vendor is able to describe familiarity with program regulations
10	<p>Financial Condition/Stability, Business Practices</p> <ul style="list-style-type: none">• Vendor is able to finance meal preparation and delivery without prepayments• Vendor is able to provide documentation of financial stability and sound business practices
10	<p>Accounting and Reporting Systems</p> <ul style="list-style-type: none">• Vendor is able to provide accurate monthly invoices by the ___ day of each month• Vendor is able to provide accurate monthly invoices that show credits for USDA foods (if applicable)• Vendor is able to provide a year-end summary of the total meals invoiced/served by meal type, total amount of USDA foods credited, and total fees charged by site (if applicable)
20	<p>Menu and Food Quality</p> <ul style="list-style-type: none">• Vendor is able to provide a cycle menu that meets the specifications of the programs being served (see Exhibit A & B)• Vendor involves students, staff, and patrons in menu planning• Portion and serving sizes are easily identifiable and provided by the Vendor• Menus offer a variety of food items appropriate for each grade/age group served

	<ul style="list-style-type: none"> • Vendor is able to accommodate special dietary needs as outlined in the RFP • Food Specifications meet the requirements of the RFP • Food delivered is prepared fresh, free of spoilage, and minimally processed. Fresh fruit and vegetable options are available daily
10	Flexibility in Ordering <ul style="list-style-type: none"> • The SFA has flexibility and autonomy to request meals at dates/times of their choosing, despite traditional closed days • Field trip and shelf-stable meals are available (meet USDA reimbursable meal requirements.)
100	TOTAL POINTS

Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

Final Contract

A duplicate copy, preferably electronic, of the submitted proposal and all required documents listed below must be provided to the SFA.

STANDARD TERMS AND CONDITIONS

Scope and Purpose

Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year for the 2025-2026 school year. The effective date is Aug 1, 2025 through June 30 2026 (One-year maximum length), and may be renewed for up to four additional terms of one year each upon mutual agreement between the SFA and Vendor.

The Vendor shall

- Be an independent contractor and not an employee of the SFA.
- Cooperate with and ensure the resolution of Vendor facility reviews conducted by the State Agency. The State Agency may inspect the Vendor's facilities as part of the SFA's administrative review.
- Maintain all records necessary, in accordance with applicable regulations, for the SFA, State Agency and USDA to complete required monitoring activities and must make said records available to the SFA, State Agency and USDA upon request for the purpose of auditing, examination and review (7 CFR § 210.16(c)(1)).

- Comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of the State Agency and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 215, 220, 225, 226, 245, 250, if applicable; OMB Circulars, 2 CFR 200 and the other laws described in the “Contract Provisions for the SFA Contracts under CNP Awards,” which is attached to this Contract as “Exhibit G” and fully incorporated herein by reference.
- Comply with all the SFA building rules and regulations.
- Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

Food Service

Vendor shall:

- Deliver meals on such days and at such times as requested by the the SFA that meet all USDA meal pattern requirements
- Provide specified types of meals at the sites listed in Exhibit A.
- Support the SFA’s compliance with the federal child nutrition program regulations.

The SFA shall retain control of the quality, extent, and general nature of the food service.

Special Dietary Needs:

- Vendor and the SFA must follow current federal and state regulations regarding providing for special dietary needs to enrolled students.
- Exceptions for disability reasons: Vendor must make modifications in meals and snacks for students who are considered to have a disability under 7 CFR 15b.3 and whose disability restricts their diet. Modifications must be made on a case-by-case basis. Meal modifications that fall outside the required meal pattern can be made when supported by a written medical statement. Modifications that can be made within the required meal pattern are at the discretion of the Vendor and the SFA.
- Exceptions for non-disability reasons: The Vendor, with instructions from the the SFA, may make modifications for students without disabilities who cannot consume the regular meals or snacks because of ethical, cultural, religious reasons or other preferences. Modifications made for dietary preferences must meet meal pattern requirements established under 7 CFR § 210.10 and 7 CFR § 220.
- Meal modification approval: The approval for meal modifications must remain in effect until the medical authority or the student's parent or legal guardian revokes such request, or until such time as the Vendor and the SFA changes their meal modifications policy.
- Required Documentation: Information about meal modifications must be included in the following documents: (1) medical statements or preference forms, (2) production records (3) recipes, and (4) HACCP plans. Production records should indicate the meal substitutions/accommodations and the number of meals served for special diets.

Menus

- The Vendor includes a cycle menu, developed in accordance with Exhibit B.
- The SFA shall approve the menus no later than two weeks prior to service.

Vendor responsibilities:

- Deliver meals that follow menu cycles that meet Child Nutrition Program requirements and food specifications contained in Exhibits A and B, attached to this Contract.
- Maintains documentation for food items for the records retention period applicable to food production records and documentation is available to the SFA, State Agency and USDA for review upon request. (7 CFR 210.16(b)(1))
- Comply with the SFA's local school wellness policy as applicable.
- Comply with all state and local laws that affect school meal preparation and/or service.

Purchasing

The following applies to all Vendor contracts:

- Buy American: the SFA and Vendor will comply with the Buy American provision for contracts that involve the purchase of food. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d).
 - The SFA participates in the NSLP and SBP and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
 - Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.
 - To be considered for the alternative or exception, Vendor must submit a request in writing to the SFA and be approved. Approval will be retained with purchase records. The request must include the:
 - Alternative substitute (s) that are domestic and meet the required specifications:
 - Price of the domestic food alternative substitute (s); and
 - Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
 - Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic food product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

USDA Foods (If applicable)

- Will conduct all activities relating to USDA Foods, which may include: ordering or selection of donated foods, storage and inventory management of donated foods, in accordance with §250.52; and payment of processing fees or submittal of refund requests to a processor on behalf of the the SFA, or remittance of refunds for the value of donated foods in processed end products to the the SFA.
 - Vendors processing USDA Foods at a commercial facility that is not a part of the contracted the SFA are required to follow all rules pertaining to 7 CFR 250 Part C, including but not limited to having an active processing agreement.
- Must use all donated foods received for use by the SFA for a period specified as either the school year or fiscal year and used in the SFA's food service. USDA Foods are only to be used for the purposes of the program.
- Must maintain the following records relating to the use of donated foods in its contract with the the SFA:
 - The donated foods and processed end products received from, or on behalf of, the the SFA, for use in the the SFA's food service;
 - Documentation that it has credited the the SFA for the value of all donated foods received for use in the the SFA's food service in the school or fiscal year, including, in accordance with the requirements in §250.51(a), the value of donated foods contained in processed end products; and
 - Documentation of its procurement of processed end products on behalf of the the SFA, as applicable
- The Fixed-meal Fee contract bid Fee per meal must be calculated as if no donated USDA Foods were available.

USDA Foods

Vendors please complete this section:

Will the vendor utilize USDA Donated Foods?: _____

Method of reporting crediting of USDA Donated Foods : _____

Crediting time frame beneficial to the SFA, no less than annually: _____

Method of documentation utilized to verify that the value of all donated foods has been credited

The method of determining the donated food values to be used in crediting, in accordance with §250.51(c), or the actual donated food values _____

Vendor Employees

- Vendor shall provide and pay a staff of qualified employees. The Vendor must ensure that the Vendor employees have training necessary to complete the duties assigned to the Vendor. The Vendor is responsible for completing all job duties within the fixed price per meal.
- Vendor shall comply with all wage and hours of employment requirements of federal and state laws.
- Vendor shall perform all required security (background) checks on any potential Vendor employee that will be working at the SFA. The Vendor and the SFA shall not employ any person to perform services under this agreement who has been convicted of, has pled guilty or nolo contendere to, or has received a deferred sentence or deferred prosecution for a felony or misdemeanor crime.

Health Certifications/Food Safety/Sanitation

Vendor Responsibilities:

- Maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b)(14))
- Maintain all state and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c)(2))
- Obtain and post all licenses and permits as required by federal, state, and/or local law.
- Comply with all state and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7))
- Adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

Financial Terms

Payment Terms/Method:

Vendor shall invoice the SFA within 5 days after the end of each Accounting Period for the total amount of the SFA's financial obligation for that Accounting Period.

No interest or finance charges that may accrue under this Contract may be paid from the SFA's Nonprofit Food Service Account.

<i>Fixed Fee per Meal Proposal</i>
The Vendor must include pricing as a Fixed Fee per meal/snack.

The Vendor offer amount should be based on assumption that no donated USDA Foods will be available for use and includes all expected rebates, discounts and other applicable credits.	
The method by which Vendor will use and account for USDA Foods shall be in accordance with the Standard Terms and Conditions herein above.	
The Fixed fee per meal may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) for the SF/Oak region.	
<u>Fixed Per Meal Fee Proposal- To be completed by Vendor</u>	
<p align="center">Fixed Price Per Meal Delivered meals only, no additional services</p>	Breakfast: \$
	Lunch/Supper: \$
	Snack: \$
	Adults: \$

General Rate Information for all RFP/Contracts:

- All fee/rate increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA.
- CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA each year. No other fee increases will be allowed.
- For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, Afterschool Snack Program, and Summer Program meals served to children shall be determined by actual count.
- No payment will be made to Vendor for meals that:
 - Are spoiled or unwholesome at the time of delivery;
 - Do not meet detailed specifications as developed by the SFA for each food component in the meal pattern; or
 - Do not otherwise meet the requirements of this Contract.

Record Keeping

Vendor Responsibilities:

- Maintain records (supported by invoices, menu production records, recipes, food labels, product specifications, receipts, or other evidence). The sponsor will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the SFA promptly at the end of each month.
- Provide the SFA with a year-end statement, including a breakdown of total number of meals invoiced in each category and total USDA foods credited to the SFA, if applicable.
- Provide all documents necessary for the SFA's administrative review.
- Make its documents, papers, and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain for the purpose of making audit, examination, excerpts, and transcriptions.

Termination for Cause or Convenience

- If, at any time, the SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable the SFA to carry out its financial obligation to Vendor, then the SFA shall have the option to terminate this Contract by giving 10 days written notice to Vendor.
- In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default.
- If the default is not cured within that time, the non-breaching party shall have the right to terminate this Contract for cause by giving 30 days written notice to the breaching party.
- If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
- Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to the SFA, the SFA may terminate this Contract immediately.
- Either party may terminate this Contract for cause or convenience by providing sixty (60) days prior written notice to the other party. (7 CFR210.16(c)(3)(d)).
- In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
- In the event of Vendor's nonperformance under this Contract or the violation or breach of the terms of this Contract, the SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against Vendor. Nonperformance subjects the Vendor to specified

sanctions in instances where the Vendor violates or breaches contract terms. The SFA shall indicate these sanctions in accordance with the procurement provisions stated in §210.21.

Insurance

- The Vendor shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of this contract. A Certificate of Insurance of Vendor's insurance coverage indicating these amounts must be submitted at the time of award.
- The information below must be completed by the SFA:
 - Comprehensive General Liability Providing at least \$1,000,000 in coverage for negligence, errors and omissions, and employment practices liability of Contractor, its governing board, officers, agents, and employees.
 - Automobile Liability coverage To the extent necessary and in amounts appropriate for the type and use of any work that uses an automobile.
 - Workers' Compensation Workers'
 - compensation insurance for Contractor's employees to the extent required by law.
- The SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
- The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
- Notwithstanding any other provision of this Contract, the SFA shall not be liable to Vendor for any indemnity.

Proprietary Information

- All submitted proposals become the property of the SFA.
- It is understood that the SFA is a public institution and, as such, may be subject to the public records requests under state and federal laws. Except as otherwise agreed prior to the award or finalization of any vendor transaction the SFA shall provide for inspection upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to the public records request. The SFA's obligations under the law supersede its obligations under any agreement, contract, purchase order or negotiated transaction.

Certifications

The SFA and Vendor will take all necessary affirmative steps outlined in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Vendor shall execute and comply with the following Certifications which are attached to this Contract as Exhibits and fully incorporated herein.

1. Debarment Certification
2. Certification Regarding Lobbying

3. Disclosure Form to Report Lobbying
4. Poultry Products from People's Republic of China

Miscellaneous

Certifications.

- Clean Air Act: For contracts in excess of \$150,000, the SFA and Vendor shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 CFR, Part 200).
- Debarment and Suspension: The SFA shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 CFR, Part 200, Appendix II).
- Lobbying: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 CFR, Section 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration (Appendix II to 2 CFR Part 200 Section [I]: Byrd Anti-Lobbying [31 U.S.C 1352]).
- Poultry: The Consolidated Appropriations Act prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

Emergency Notifications.

The SFA shall notify Vendor personnel of any interruption in utility service of which it has knowledge.

Notification will be provided to:

Name: _____ Title: _____

Telephone number: _____ Alternate telephone number: _____

The SFA shall notify Vendor personnel of any delay in the school day start or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name: _____ Title: _____

Telephone number: _____ Alternate telephone number: _____

Governing Law. This Contract is governed by and shall be construed in accordance with State law.

Headings. All headings and formatting contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

Incorporation/Amendments. This Contract, which includes the attached Exhibits A – M and the SFA's RFP and Contract (collectively the "Contract Documents"), any additional agreements contained in the Vendor proposal contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations,

warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.

Indemnity.

- Except as otherwise expressly provided in this Contract, Vendor will defend, indemnify, and hold the SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the actions of Vendor, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of the SFA, its employees or agents.
- the SFA can require the Vendor to pay the the SFA for any overclaims assessed by the SA due to Vendor negligence or noncompliance with regulations.
- This clause shall survive termination of this Contract.

Nondiscrimination.

The vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this vendor is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Notices.

- All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To the SFA: _____

To Vendor: _____

Copy to: _____

- If such notice is as above, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

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

Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of the SFA, except that Vendor may, after notice to the SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder. A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal (7 CFR 225.6(h)(2)(ii).

Waiver. The failure of Vendor or the SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

AGREEMENT

The Vendor certifies that the Vendor shall operate in accordance with all applicable state and federal regulations. The Vendor certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein. Any additional negotiations and terms that are included in additional documents not included in the original RFP/contract template must be added to this contract and approved by the sponsor. This Contract is not in effect until approved by the SFA and returned to the Vendor countersigned. Returning this to the SFA in the bid response does not validate the contract. The final signed contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods. The parties hereto have caused this Contract to be signed by their duly authorized representatives.

Name of Vendor

Name of the SFA

Signature

Signature

Authorized Representative

Authorized Representative

Title

Title

Date

Date

Exhibit A: Scope of Work

1. **Specific criteria desired for meals:** (such as local produce, scratch-made meals, etc)
2. **Menu planning style desired:**
3. **Dry/paper goods required to be included as part of the contract:**Yes
4. **Is Offer versus Serve in place?** Yes
5. **Specifications for ordering meals:**
6. **List of sites with address, meal service times, and delivery times:**

Site Name & Address	Meal Type(s)	Meal Time	Meals/Day
Caliber ChangeMakers Academy 500 Oregon St Vallejo,CA 94590	Breakfast	7:30am-8:15am	200/day
	Lunch	10:45 am-1 pm	450/day
	Afterschool Snacks	3:15pm	80/day
	AfterSchool Supper	4:45pm	80/day

Site Name & Address	Meal Type(s)	Meal Time	Meals/Day
Caliber Beta Academy 2465 Dolan Way San Pablo,CA 94806	Breakfast	7:30am-8:15am	200/day
	Lunch	10:45 am-1pm	450/day
	Afterschool Snacks	3:15pm	80/day
	AfterSchool Supper	4:45pm	80/day

7. **How many days per year are meals served (including summer programs if applicable)?**
8. **Delivery requirements including how many deliveries per day are needed and desired delivery time:**
9. **Description of kitchen facilities and cooking equipment available at each site:**
10. **Description of kitchen equipment that is required to be provided by the vendor:**
11. **Programs/Services offered:**
 - National School Lunch Program (NSLP)
 - School Breakfast Program (SBP)
 - Seamless Summer Option (SSO)
 - Child and Adult Care Food Program (CACFP) At-Risk Afterschool Meals (Supper)

- Child and Adult Care Food Program (CACFP) At-Risk Afterschool Snacks

Exhibit B: MENU CYCLES

- Vendor to attach a sample cycle menu .
- Menu will be evaluated based on affordability, nutrition requirements, and appeal to students.

Exhibit C: PLAN FOR UNANTICIPATED SCHOOL CLOSURES

The vendor must describe its plans to provide meals in the event of an unanticipated school closure. At a minimum, please address the following:

- Capacity to provide school meals to students in the event of a school closure or remote learning
- Staffing plan
- Methodology for fee changes (if applicable)

EXHIBIT D: DEBARMENT AND SUSPENSION FORM

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

The participant or respondent certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name
Project Name

Award Number, Contract Number, or

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

Signature(s)

Date

EXHIBIT E: CERTIFICATION REGARDING LOBBYING

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: (type or print) _____

Title: _____

Signature: _____

Date: _____

Exhibit F: Poultry products from the People's Republic of China

Vendor Certification:

The Consolidated Appropriations Act prohibits all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We _____ (insert vendor name), certify that _____ (insert product name) did not use federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in a finding of disallowable cost(s).

Respondent Company Name

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

Signature(s)

Date

COMPREHENSIVE VENDOR CERTIFICATION FORM

(Return this completed form with your proposal for the SY 2025-26 Vended-Meal RFP)

School Food Authority (SFA) Information

SFA Legal Name

School Year

Caliber Public
Schools

2025-26

Vendor Information

Legal Name of Offeror

UEI / DUNS

Address

Phone

E-mail

Instructions

1. **Read each Part I–VI carefully.** Do not alter the language.
 2. **An authorized officer must sign** in ink (or verified e-signature) on page 4.
 3. Certifications flow down to every subcontract > \$150,000.
-

PART I – CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

Required for contracts **over \$150,000**.

The Vendor certifies that it will:

- Comply with all applicable standards, orders and regulations issued under the **Clean Air Act, 42 U.S.C. 7401-7671q**, and the **Federal Water Pollution Control Act, 33 U.S.C. 1251-1388**;
- Not use, and will actively avoid sub-contractors that use, any facility listed on the U.S. EPA “List of Violating Facilities”;
- Promptly notify the SFA of any communication from EPA indicating a future listing; and
- Insert these requirements in all lower-tier subcontracts exceeding \$150,000.
[fema.govlaw.cornell.edu](https://www.fema.gov/law/cornell.edu)

PART II – CALIFORNIA ENVIRONMENTAL COMPLIANCE

The Vendor affirms that all services will be performed in accordance with the **California Clean Air Act (Health & Safety Code §§ 39000 et seq.)** and all rules of the local Air Quality Management District(s). aqmd.gov

PART III – USDA & CALIFORNIA DEPARTMENT OF EDUCATION (CDE) PROGRAM REQUIREMENTS

The Vendor certifies that it:

1. **Meal Pattern & Production** – will prepare menus and meals that meet all USDA meal-pattern requirements and will maintain required production and temperature records. cde.ca.gov
 2. **Buy American** – will comply with 7 CFR 210.21(d); non-domestic items will be used only under an approved exception.
 3. **Record Access & Retention** – will allow the SFA, CDE, USDA, and Comptroller General full access to records for five years after final payment.
 4. **Scope of Work** – understands that a vended-meal contract may cover delivery (and related minimal services) only; adding “serve” or management functions without CDE pre-approval converts the agreement into an FSMC contract. cde.ca.gov
-

PART IV – CERTIFICATION REGARDING DEBARMENT & SUSPENSION

Pursuant to **2 CFR 180**, the Vendor and its principals are **not** presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions. Any change in status will be reported to the SFA within five business days. fema.gov

PART V – CERTIFICATION REGARDING LOBBYING (Byrd Anti-Lobbying Amendment)

For awards **over \$100,000** the Vendor certifies that no federally appropriated funds have been or will be paid to any person for influencing (or attempting to influence) an officer or employee of any federal agency, Member of Congress, or their employees in connection with this contract. If any non-federal funds are used for such activities, Standard Form-LLL will be completed and submitted. [fema.gov](https://www.fema.gov)

PART VI – NON-COLLUSION & INDEPENDENT PRICE DETERMINATION

The undersigned certifies that the prices in this proposal were arrived at **independently**, without collusion, consultation, communication, or agreement for the purpose of restricting competition, and that no attempt has been made to induce any other firm to submit or refrain from submitting a proposal.

Acknowledgement & Signature

I, _____, am the duly authorized representative of the Vendor indicated above. By signing, I **affirm under penalty of perjury** that all certifications contained herein are true and correct, that I am aware they are material representations of fact, and that deliberate misrepresentation may result in contract termination or other remedies available to the SFA and the federal government.

Signature Date

| Printed Name & Title | |

Return pages of this form with your sealed proposal.