

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

398 B Street, South San Francisco, CA 94080
Phone (650) 877-8700 Fax (650) 583-4717

REQUEST FOR PROPOSAL No. 04-25
VENDED MEAL SERVICES

Date	Event
January 13th & January 20th, 2025	RFP Release and Advertisement
January 21, 2025	Pre-Bid Video Conference (11am PST)
January 24, 2025	Deadline for Submission of Written Questions to the District
January 28, 2025	Vendor Question Responses Addendum and Any Amendments, if Needed, Posted on the District Website
February 7, 2025	Deadline for All Submissions in Response to RFP #04-25 (1pm PST)
February 10, 2025	Deadline for Submissions of Sample Items (12:30-1:30pm PST)
March 13, 2025	Estimated Date of Approval by the Board of Trustees
March 17, 2025	RFP Award Notification/s Sent Out

Deliver to: South San Francisco Unified School District

District Office
398 B Street
South San Francisco, CA 94080

Contact: Nutrition Services Department
Robert Chan, Director of Nutrition Services
Tel: 650-877-8716; Fax: 650-737-9396
rchan@ssfusd.org

Proposals due at 1:00 pm on February 7, 2025

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

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NOTICE CALLING FOR PROPOSALS
RFP #04-25

In accordance with Public Contract Code 20111, notice is hereby given that the South San Francisco Unified School District (SSFUSD) of San Mateo County, California, acting by and through its Governing Board, will receive sealed Requests for Proposal (RFP) Responses for the following:

RFP #04-25 VENDED MEAL SERVICES

Proposals must be delivered in sealed envelopes marked **“RFP #04-25 VENDED MEALS SERVICE” to the District Office - Nutrition Services Department , Attn. Robert Chan, 398 B Street, South San Francisco, CA 94080, up to, but no later than, 1:00 p.m. on February 7, 2025**, at which time they will be opened to check for completeness by representatives of both the Nutrition Services and Business Services Departments of said District. All proposals must be submitted on forms furnished by the District.

It is each bidder’s sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be deemed non-responsive and returned to the bidder unopened. Each bidder is solely responsible for the timely submission of its RFP. **The South San Francisco Unified School District is not responsible for the timely submission of proposals sent via U.S. Mail, UPS, and Federal Express or by any other delivery service.**

Electronic versions of proposals in PDF format (stored in USB drive) in addition to printed copies will be submitted with the following sections saved as separate files and clearly labeled.

1. HACCP Plan / Food Biosecurity and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
2. Completed questionnaire
3. The remaining portions of the proposal may be saved as one file. Items 1-2 may be included in this file, but must be saved separately under their own file names as well.

All bidders will be responsible for obtaining any addendums or revisions to the project. Questions or comments regarding this RFP must be addressed in the Pre-Bid Conference (see link on page 5) on January 21, 2025 at 11:00 am PST (recorded) or put in writing and received by the South San Francisco Unified School District no later than 1:00 pm on January 24, 2025. Questions are to be emailed to rchan@ssfusd.org. The South San Francisco Unified School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

Questions received by this deadline and corresponding answers will be included in an addendum posted at: <https://www.ssfusd.org/apps/pages/request-for-proposals> on or before January 28, 2025.

The South San Francisco Unified School District reserves the right to reject any or all proposals and to waive any discrepancy or technicality. Refer to the formal request for proposal documents and

specifications for additional information, terms, and conditions. There will be no charge to obtain an RFP package. No partial sets will be available. To obtain an RFP package, please go to the District's webpage at <https://www.ssfusd.org/apps/pages/request-for-proposals> or email at rchan@ssfusd.org. No proposal may be withdrawn for ninety (90) days.

Pre-Bid Conference Virtual Meeting Link:

<https://zoom.us/j/98930517653?pwd=2PH97ckP4VrqfvnsYaKbzkwqgXT2QG.1#success>

This institution is an equal opportunity provider.

NOTICE OF INTENT

The South San Francisco Unified School District (SSFUSD), hereafter referred to as “District,” is requesting submission of Proposals from qualified Vended Meal Companies for Vended Meal Service (“Services”) from June 1, 2025 to July 31, 2026, as further described herein. Contract will be awarded to the Vendor(s) based on the objectives of this solicitation. This RFP defines the Program, the products and the services that are being sought from the Bidders and generally outlines the Program requirements. Bidders are encouraged to learn more about the district [here](#). Products and services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

GENERAL INFORMATION ABOUT THE DISTRICT

The District is located in San Mateo County, and its territory encompasses nearly all the City of South San Francisco, and portions of the City of Daly City, the Town of Colma, and the City of San Bruno and unincorporated areas of the County. The District operates nine elementary schools, three middle schools, two comprehensive high schools, one continuation high school, one adult education school, four day-care schools, and one centrally located Children’s Center, which offers subsidized preschool programs and before and after school programs. Total enrollment in the District operated schools is projected to be approximately 7,800 students in the 2024 - 2025 school year. The District is planning to modernize its Central Kitchen and Cafeteria at the El Camino High School Location and needs to contract with a qualified Vended Meal Company that meets federal school meal pattern requirements and prepares meals ready for student meal service from Summer 2025 (June 1, 2025) through Summer of 2026 (July 31, 2026), during the time the Central Kitchen is out of commission.

The District is seeking to:

1. Ensure that students are receiving high quality Vended Meals
2. Purchase high quality Vended Meals at the best possible price,
3. Partner with a Vended Meal Company that can receive products purchased by the District and assemble compliant hot and frozen vended meals for breakfast and lunch delivery
 - a. This includes USDA foods made available to the Vendor on behalf of the SFA’s participation in the USDA Foods Program, as defined in [Attachment “B”](#).
4. Partner with a vendor that utilizes sustainable packaging materials
5. Partner with a vendor that will provide excellent customer service
6. Partner with a vendor that meets the overall needs of the Nutrition Services Department

DEFINITIONS

In this RFP and in the Contract, the following terms are defined as follows:

- A. “VMC” means Vended Meal Companies - Meal vendors are companies that prepare and deliver meals for purchase. All meals must meet the federal meal pattern requirements and be ready for service to students. Depending on the time of delivery, SFAs may or may not need to reheat the meals. The vendor is required to document meal temperatures at the time they leave the preparation facility and the SFA is required to document meal temperatures at the time of

delivery. Meal vendors must also document menu production, maintain standard recipes, and record the number of meals ordered and delivered in accordance with California Department of Education (CDE) Management Bulletin SNP-09-2018.

- B. “Best Value” means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor’s product(s) and/or services, and price.
- C. “Contract” means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposal, including all Addenda, Vendor’s Proposal that is satisfactory to the District, and the District’s Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- D. “Vendor/Distributor/Seller/Supplier/Contractor/Bidder” refers to the person(s)/entity(ies) that submit the proposal to this RFP and to whom a contract is awarded pursuant to this RFP.
- E. “Project” means the Scope of Work for furnishing goods and services as outlined in this RFP.
- F. “Proposal” refers to the documents submitted by a Vendor that address the scope and requirements of this RFP.
- G. “RFP” refers to this Request for Proposal.
- H. “Responsible Vendor” for this RFP means a Vended Meal Company with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- I. “Responsive Proposal” refers only to those proposals that comply with all material and administrative aspects of this RFP.
- J. “Logistics Channel” refers to the transport chain specific to each of the serving sites.
- K. Scratch Cooking Using Minimally Processed Ingredients means preparing a dish from its most basic, unprocessed state, requiring preparation and cooking from the very beginning.
- L. Singular terms shall include the plural and vice versa. A gender reference includes both genders.
- M. “SFA” refers to the school food authority.
- N. “ADP” means Average Daily Participation: average number of students who participate in meals served throughout a specific day.

SCOPE OF SERVICES

VMC will prepare and assemble pre-packaged breakfast and lunches that comply with the nutrition standards established by the United States Department of Agriculture National School Lunch Program and School Breakfast Program requirements. VMC will manage procurement of all components in compliance with Federal procurement guidelines. VMC will use USDA foods when provided by the District. VMC will prepare breakfast and lunch off-site in a facility that is compliant with and maintains appropriate state and local health certifications. VMC will stage meals for pick-up by the District or deliver these meals in accordance with food safety guidelines and the appropriate governing health departments, including the County of San Mateo. The selected Vendor(s) will partner with the District over the term of the contract resulting from this RFP to deliver vended meals. The District has five total delivery sites for these Services; four school sites that require warm meals delivery and one drop of frozen meals to the District’s central location. The District will give preference to vendors that allow the District to pick up frozen meals specified in the RFP for delivery by the District. The District is seeking Proposals from qualified companies to create and deliver Vended Meals with the ability to use USDA foods provided by the District. Delivery schedules will be negotiated after the proposal is accepted.

RFP SCHEDULE OF EVENTS

The following schedule will be used by the District for this RFP.

Date	Event
January 13th & January 20th, 2025	RFP Release and Advertisement
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**SSFUSD will use every effort to adhere to the schedule. However, SSFUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at <https://www.ssfusd.org/apps/pages/request-for-proposals> **

Bidders are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Bidders known to have received a copy of the RFP. Bidders must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form.

DOCUMENT CHECK-OFF SHEET

- Evidence of Financial Responsibility
- Food and Drug Administration Certification meeting FSMA Guidelines
- Copy of Hazard Analysis Critical Control Point Plan (HACCP)
- Food Safety and Security Policy/Plan
- Pest Control Policy/Plan
- Request for Proposal Signature Page
- Vendor Questionnaire
- Cost Per Meal
- Proposal Form
- Vendor Criteria Form
- Non-Collusion Declaration
- Equal Opportunity Employment
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Suspension and Debarment
- Iran Contracting Act
- Contractor's Certification – Regarding Drug Free Workplace
- Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification
- Fingerprint Clearance Certification
- Most Recent Health Inspection Report
- Signed Document Check-Off Sheet
- Non Discrimination Statement
- Signed Addendums or Revisions (if posted on or before January 28th, 2025)

Please COMPLETE, SIGN & RETURN the following items with your sealed proposal: Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal non-responsive. All signatures must be original, no photocopies.

Signature

Date

VENDED MEAL SERVICES
INSTRUCTIONS AND INFORMATION FOR VENDORS

Preparation and Submission of Proposal Form: SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT invites proposals on the forms enclosed to be submitted no later than **1:00 p.m. on February 7, 2025**. All blanks on the proposal form must be appropriately completed. Each proposal printed copies, and USB drive electronic copies, must be submitted in a sealed envelope bearing on the outside **“Proposal BID #04-25 VENDED MEAL SERVICES.”** It is each bidder’s sole responsibility to ensure its proposal is timely delivered and received at the designated location by **1:00 p.m. on February 7, 2025**. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be deemed non-responsive and returned to the bidder unopened.

1. PROPOSAL OPENING:

All proposals shall be publicly opened at **1:00 p.m. on February 7, 2025** at the:
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
398 B Street
South San Francisco, CA 94080

2. **SIGNATURES:** Proposals must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.
3. **MODIFICATIONS AND CORRECTIONS:** Changes in or additions to the Pricing Sheet, alternate proposals, or any other modifications of the proposal form which is not specifically called for in the proposal documents may result in rejection of the proposal as not being responsive to the Request for Proposal. No oral or telephone proposals or modifications shall be considered. Proposals submitted must not contain any erasures, interlineation, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal. Proposals should be verified before submission and cannot be withdrawn after their opening.
4. **ERASURES, INCONSISTENT OR ILLEGIBLE PROPOSALS:** The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal. In the event of inconsistency between words and figures in the proposal price term, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive to the RFP.
5. **QUESTIONS FROM VENDORS:** Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing, via email, to rchan@ssfusd.org **no later than 1:00 P.M. on January 24, 2025**. South San Francisco Unified School District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

6. **ADDENDA/CLARIFICATIONS:** Responses to written questions received by the specified deadline will be incorporated in an RFP addendum posted on the RFP website: <https://www.ssfusd.org/apps/pages/request-for-proposals>. If it becomes necessary for the South San Francisco Unified School District to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, addenda will be posted on the RFP website. Bidders are responsible for checking the RFP website for addenda by January 28, 2025. All addenda issued shall become part of the RFP and require signature of receipt by the Proposer included in issued addenda. If the District issues any addendum or revisions to the project, bidders are solely responsible for and must acknowledge receipt of addendum or revisions via signed addendum or revisions in their response. Failure to acknowledge and respond to any addendum or revisions issued by the District may, in the District sole discretion, render the bidder's response to be deemed non-responsive and may be rejected.
7. **WITHDRAWAL OF PROPOSAL:** Any Vendor may withdraw his or her proposal personally or by written request at any time prior to the scheduled closing time for the receipt of proposals.
8. **INTERPRETATION OF PROPOSAL DOCUMENTS:** If any Vendor finds discrepancies in, or omissions from the RFP documents, they may submit to the Nutrition Services Director of the SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT a written e-mail request for clarification and the response thereto will be e-mailed to all vendors. Corrections will be made by addenda issued to each company that has been sent or picked up a proposal packet. The District will not be responsible for oral interpretations. All addenda issued shall be incorporated into the proposal.
9. **SIGNATURE:** The proposal must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal on behalf of the Bidder. All documents identified in the Required Bid Forms Section must be signed in permanent ink. Unsigned responses may be considered non-responsive, thus resulting in rejection of the proposal.
10. **AGREEMENT PERIOD:** It is anticipated that the Agreement to be awarded under this proposal shall be effective June 1, 2025, through July 31, 2026.
11. **PRICES:** Minimum contract term is thirteen (13) months after an award of contract and may be extended upon mutual consent of district and vendor for up to one additional twelve (12) month period or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Quoted prices must stay in effect for thirteen (13) months after an award of contract. Any price increase must be justified in writing and approved by the District. In the event of a general price decrease, the District reserves the right to revoke the contract award unless the decrease is passed on to the District.
12. **COMMENCEMENT OF PRODUCTION:** After receiving written notification of award, the successful Vendor(s) shall be required to commence with the production of all items, which have

been awarded within fourteen (14) days after receipt of a participating district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this proposal.

13. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a Vendor whose proposal is under consideration for award shall promptly submit satisfactory evidence showing its financial resources. The District requires the name of three (3) references for whom similar supplies or equipment were provided during the previous years.
14. **EVIDENCE OF FINANCIAL RESPONSIBILITY:** Prospective Vendors shall submit, with their proposals, financial evidence showing the Distributor's ability and qualifications to perform the proposed contract. **If requested in writing, the District will not publicly disclose this information upon the opening of proposals unless required by law to do so.** The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of responsibility to perform the proposed contract may result in rejection of the proposal.
15. **PROPOSAL DOCUMENT:** The Vendor should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The Vendor's submission of a proposal shall be taken as prima facie evidence of compliance. Proposals should be verified before submission, as they cannot be withdrawn after their opening.
16. **TAXES:** Taxes, whether Local, State, or Federal, shall not be included in the proposal price term.
17. **DELIVERY & STAGING FOR PICK UP:** All prices shall be quoted specific to the logistics channel. Meals to be delivered shall be quoted FOB destination. Destination shall be to the destination as specified by the District. Meals to be staged for pick-up shall be quoted appropriately. All deliveries and pick-ups shall be accompanied by an itemized bill of lading. Purchase order number shall appear on all bills of lading and invoices. All costs for delivery, drayage, insurance, freight, fuel or the packing of the said articles is to be borne by the Vendor. Vendor will be responsible for all accessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.
18. **INSPECTION OF FACILITIES – EVALUATION:** The District reserves the right to inspect the facilities of the Vendor prior to award of the contract. If the District determines that after such inspection that the Vendor is not capable of performance within the District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.
19. **FOOD DEFENSE:** Vendor's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). For further information visit the FDA's official site at <http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm>. Failure to register prior to the close of the proposal may result in the Vendor's disqualification for contract award.

20. **SAFETY AND SANITATION:** Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Nutrition Services staff may at any time:
- Inspect delivery trucks for any signs of contamination.
 - Check all expiration and best if used by dates.
 - Use thermometers to check temperatures.
 - Accept products only at acceptable temperatures.
 - Reject unacceptable items.
21. **PRODUCT RECALLS:** If a product recall is instituted on an item that has been furnished and delivered to Districts, Vendor must immediately notify the Nutrition Services Department with all pertinent information regarding the recall.
22. **CREDIT MEMOS:** The Vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the Nutrition Services Department.
23. **TERMINATION OF AGREEMENT WITHOUT CAUSE:** Districts may terminate this Agreement at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from the District.
24. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
25. **MULTI-YEAR EXTENSIONS:** Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 17596 and 81644, this proposal may be extended (by mutual consent expressed in writing) for up to one (1) additional fiscal school year.

The extension may be granted provided that the following conditions are being met:

- A. The District has deemed the products and services of the vendor satisfactory.
 - B. The Vendor shall submit a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April. Price increase must not exceed the San Francisco Area Consumer Price list for the current year with a maximum of 5% per contract term.
26. **PROPOSAL FORM DIRECTIONS:**
- a. Vendor is to use the Per Meal Cost per Service and Delivery Fee Proposal provided on page 48.

- b. The District reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this proposal.
- c. The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.
- d. The District reserves the right to reject proposals with multiple items per line item (multiple flavors are not considered multiple items). Vendors submitting proposals with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

27. PROPOSAL PROTEST PROCEDURES:

1) **Protest Procedures:** Any Bidder may file a Protest. Only those Bidders who have actually submitted a proposal on the project shall have the right to file a Protest. The protest shall be received in writing by the District's Nutrition Services Director no later than 3:00 p.m. at the conclusion of the third (3rd) business day following the date of the proposal opening. Untimely Protests will not be reviewed by the District and will be returned to the Bidder. An e-mail address shall be provided and by filing the protest, protesting Bidder consents to receipt of email notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

2) **Content of Protest:** The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the Bidder whose proposal is being challenged pursuant to these procedures.

3) **Resolution of Controversy:** Once the Protest is received, the affected Bidder will be notified of the protest and the evidence presented. If appropriate, the affected Bidder will be given an opportunity to rebut the evidence and present evidence that the Bidder should be allowed to perform the Work. District will issue a written decision within fifteen (15) business days of receipt of the Protest, unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest, but may do so at the option of the District, or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved in the Protest.

4) **Appeal:** If the protesting Bidder or the affected Bidder is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent-Business Services, or their designee, within three (3) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

South San Francisco Unified School District

Nutrition Services Department
398 B Street, South San Francisco, CA 94080

- 1) **Appeal Review and Finality:** The Assistant Superintendent- Business Services or designee shall review the Decision on the Protest from the Nutrition Services Director and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent- Business Services or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
 - 2) **Reservation of Rights to Proceed with Contract Pending Appeal:** The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in paragraph 12 if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
 - 3) **Waiver:** The procedures and time limits set forth in this Protest procedure are mandatory and are the Bidders' sole and exclusive remedy in the event of a Protest. The Bidder's failure to comply with any of this Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
28. **GENERAL INSTRUCTIONS – RFP NO. 04-25:** Proposals are requested for furnishing Vended Meals and Services for the period of June 1, 2025 through July 31, 2026. The District reserves the right to determine purchase amount based on the District's operational need. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. The signatures of all persons shall be in longhand in ink. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the vendor, the name and RFP number, submission due date and time. It is each bidder's sole responsibility to ensure its proposal is timely delivered and received at the location designated. Any proposals received at the designated location after the scheduled closing time for receipt of proposals will be deemed non-responsive and returned to the bidder unopened. Each bidder is solely responsible for the timely submission of its RFP. No oral or telephonic modification of any proposal submitted will be considered.
29. **LIMITATIONS:** The District shall not be obligated to accept the lowest priced proposal, but will be evaluating proposals with the intent of awarding to responsible distributor(s). The District

reserves the right in its absolute discretion to accept proposals, or any part of proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the Bidder with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject any one or all proposals, to waive any informality in the proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal is deemed to be the best proposal meeting all the criteria specified in the proposal and is in the best interest of the District. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services contract, if at all, is at the sole discretion of the District.

30. **RESTRICTIONS ON LOBBYING AND CONTACT:** From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response 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 and/or the award of the contract with any member of the District, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.
31. **FUEL SURCHARGES:** Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.
32. **ORDER CONDITIONS/DELIVERY MINIMUMS:** The District shall not be obligated to purchase or reimburse the Distributor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.
33. **VEHICLE DELIVERY CONDITIONS:** All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of at least 40°F or lower. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings. Any product that fails to be delivered within these parameters will

be rejected.

34. **PRODUCT QUALITY CONTROL:** The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Mateo or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery. Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. **Evidence of such procedures should be submitted with proposal (HACCP Plan, Biosecurity and Safety Program and Pest Control Policy)**
35. **INFERIOR PRODUCT:** The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior merchandise. The decision of the District shall be final.
36. **PACKAGING & TRANSPORTATION APPARATUSES:** Trays, Dollies, Racks, Utensils shall be so packaged as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged packaging may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.
37. **DELIVERIES:** Daily deliveries will be made at as follows:

Warm Meals Delivery:

School	Address	Meal	Daily delivery timeframe
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Baden High School	825 Southwood Dr South San Francisco, CA 94080	Lunch	Between 10:15 - 10:45 am
El Camino High School	1320 Mission Rd South San Francisco, CA 94080	Breakfast and Lunch	Breakfast: 6:30 to 7 am Lunch: 35 minutes before service <ul style="list-style-type: none"> • Tue, Thurs & Fri 10:30 - 11:00 am • Mon & Wed 11:00 - 11:30 am Exception: <ul style="list-style-type: none"> • Final week (Dec and May) delivery 9:30 to 10:00 am • Short week (4 days week) 10:30-11:00 am
Skyline Middle College	3300 College Dr, San Bruno CA 94066	Lunch	45 minutes before service 10:30-11:15 am
CACFP Program	(District Warehouse) 398 B Street, South San Francisco, CA 94080	Lunch	Between 9:30 am-10:00 am

Frozen Delivery:

District	Address	Meals	Delivery timeframe
South San Francisco Unified School District Warehouse	398 B Street, South San Francisco, CA 94080	Breakfast and lunch	Between 12-3pm

The successful Distributor will make mutually acceptable delivery time options available for the District. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service. If, at any time, a delivery cannot be made, the Vendor must notify the school/site to negotiate an alternate delivery time or day. The District may refuse

unscheduled deliveries at the Vendor's expense. Frequent occurrences may result in cancellation of the Contract. The Vendor must guarantee a 90% fill rate for all orders. For any order, if the Bidder is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Bidder for the difference between the contract price and the price the District pays on the open market.

38. **PICK UPS:** Frozen food daily pick ups are preferred by the District. The bidder must acknowledge ability to accommodate pick ups to be evaluated on this preference in the Vendor Questionnaire. If able to be accommodated by the vendor, pickups will be made by the District from the Vendor as follows:

Frozen Meals	Daily pickup timeframe
Breakfast and lunch (stage for two days in advance)	Between 12-3 pm

39. **ACCOUNTING:** Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and two copies are to be left for the Nutrition Services lead or designee. An invoice signed by the Nutrition Services lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available. Statements should be sent by the 5th of the month following the month of purchase. The payment terms of this contract shall be "Net 45 days" unless otherwise indicated below. All invoices are due and payable within 45 days from the "invoice date" or date of delivery. The Distributor will list all discounts and payment options available on the Proposal Worksheet if terms other than "Net 45 days" are offered.
40. **RIGHT TO AUDIT:** The Distributor shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
41. **SAFETY AND SECURITY:** The Distributor shall comply with all District security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor

vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District.

42. **NON-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 USC and 12101 et. Seq.
43. **HOLD-HARMLESS CLAUSE:** To the fullest extent permitted by law, the Distributor agrees to indemnify, defend and hold the District entirely harmless from all liability arising out of: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Distributor's employees or Distributor's subcontractor employees arising out of Distributors work under this proposal; and Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Distributor, or any person, firm or corporation employed by the Distributor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Distributors work under this proposal, including injury or damage either on or off the property of the District property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District. The Distributor, at the Distributor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.
44. **ATTORNEYS' FEES:** In the event of any dispute between the District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.
45. **CONTRACT:** Upon selection for award by the District, the vendor agrees to complete the Vended Meals Contract to be executed for final award by the District. The contract can be reviewed at this

link: <https://www.ssfusd.org/apps/pages/request-for-proposals>

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. **PROPOSAL FORMAT AND REQUIRED INFORMATION:** Distributors responding to this RFP must follow the format in the section of Required Proposal Documents. Distributor must submit electronic versions of their proposals in PDF format via USB drive. In addition, one (1) paper copy of their proposal must be submitted. Proposals should be properly and legibly filled out in ink or typewritten, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. Distributors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Distributor to see that their proposal is received in proper time. Any proposals received at the designated location after the scheduled closing time for receipt of proposals shall be deemed non-responsive and returned to the bidder unopened. No oral or telephonic modification of any proposal submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.
 1. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.
 2. Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Distributor. No corrections can be made after the time stated for receiving quotations.
 3. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals, including printed copies and electronic USB documents, shall be submitted in sealed envelopes bearing on the outside the name of the vendor, the name and RFP number, submission due date and time. It is each bidder's sole responsibility to ensure its proposal is timely delivered and received at the location designated. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be deemed non-responsive and returned to the bidder unopened. Each bidder is solely responsible for the timely submission of its RFP. It is the sole responsibility of the vendor to see that his/her proposal is received in proper time. No oral, facsimile, electronic or telephonic modification of any proposal submitted will be considered.
 4. Distributors shall fully answer each question on the Proposal Worksheet and Vendor Questionnaire of this request for proposal. A proposal shall be deemed non-responsive if a Distributor fails to answer every question on the above mentioned documents.
2. **WITHDRAWAL OF PROPOSAL:** A distributor may withdraw a proposal by letter or in person prior to submission deadline.
3. **AWARD:** The District reserves the right to reject any and all proposals without explanation or recourse and to negotiate with the companies submitting a proposal. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to

abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

- a. After the opening of proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria.
- b. The committee may investigate the qualifications of any bidder/vendor under consideration, require confirmation of information furnished by a bidder/vendor, and require additional information and/or evidence of qualifications to perform the services described in the RFP. The committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed vendor.
- c. The Committee will make a recommendation to the South San Francisco Unified School District Board of Trustees. The District as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. South San Francisco Unified School District will issue an Intent to Award Letter to the successful Bidder. The award will be formally made in a timely manner.

Federal 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 (AD-3027) (PDF) found online at the Filing a Discrimination Complaint as a USDA Customer Web page External link opens in new window or tab. 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:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
fax: 202-690-7442; or
email: program.intake@usda.gov.

This institution is an equal opportunity provider.

South San Francisco Unified School District
398 B Street, South San Francisco, CA 94080

Request for Proposal **BID NO. 04-25**

VENDED MEAL SERVICES

Submit RFP by February 7, 2025 at 1:00 p.m.

Request for Proposal Signature Page

This Request for Proposal (RFP) is for **Vended Meal Service** for the South San Francisco Unified School District.

Before submitting a proposal, please read the Instructions, Required Proposal Documents and Contract Agreement and thoroughly acquaint yourself with the project. Submit all proposals in a sealed envelope showing the Company Name, RFP Name & Number, Submission Due Date, and Time. Bids must reach the South San Francisco Unified School District Nutrition Services Department, at the address listed above by the time and date listed above. Follow the Required Proposal Documents Checklist to assist with ensuring a complete bid package.

Questions and answers to the questions submitted by vendors will be published in an Addendum on January 28, 2025. If further clarification is needed, call Robert Chan at the South San Francisco Unified School District at (650) 877-8716 or rchan@ssfusd.org.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signed By:

Printed Name of Signor above: _____

Title: _____

Date:

Company Name:

Mailing Address:

City _____ State _____ Zip Code - _____

Phone Number _____

Fax Number

E-Mail Address:

GENERAL CONDITIONS

1. **AWARD OF AGREEMENT:** The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for thirty-eight (38) calendar days after the proposal opening date.

The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals. Manufacturers' names, trade names, model and catalog number used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Products submitted as "equal" to the District's specifications will be evaluated, and not necessarily accept the lowest price offered.

It is the intention of the District to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity, and to the extent possible, award category of items to the prospective contractor(s) who best meets the objectives of this solicitation. Pricing should be offered from prospective contractor(s) for all items listed in the District determined categories.

The District further reserves the right to not necessarily purchase all items and/or quantities listed in the proposal documents. The quantities listed are estimates of the needs of the District and may be adjusted to meet the actual needs, when determined.

2. **GENERAL VENDOR RESPONSIBILITIES:**

- a. Vendor shall provide services as required by the District and outlined in this RFP in accordance with best practices in the industry and general accepted standards of care
- b. Vendor shall provide fresh and frozen meals that satisfy the requirements for the National School Lunch Program and the School Breakfast Program, in accordance with USDA and CDE guidelines, including:
 - i. Daily meal production records and temperature logs are to be recorded and delivery to the site in an organized manner.
 - ii. All meals are to follow [current USDA meal patterns](#), appropriate for specific age groups served at sites.
 - iii. Minimum Food Specifications determined by the District are to be met, as shown in [Attachment A](#).
 - iv. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.
- c. Vendor shall provide the following meals based on average daily participation at the following sites:
 - i. Baden High School: 30-40 hot lunches
 - ii. El Camino High School: 80 hot breakfasts; 550 hot lunches

- iii. Skyline Middle College: 30-40 hot lunches and milk and fruit
- iv. District Warehouse: 65 hot lunches; 1138 frozen breakfasts and 3579 frozen lunches
- d. Vendor shall deliver meals for the identified sites for the District to distribute and schools to reheat.
- e. Vendor shall provide all required equipment to hold the food that is not currently owned by the District as listed below. The cost of all the required equipment must be included in the per meal price.
- f. The Vendor shall provide written notification to the District of any equipment belonging to the Vendor within ten days of its placement on District premises. The Vendor shall retain title to all Vendor-owned property and equipment when placed in service. The Vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all Vendor-owned property and equipment. Upon expiration or termination of the Contract, it shall be the Vendor's responsibility to remove all Vendor-owned property and equipment within a timely manner and without damage to SFA facilities.
- g. The Vendor shall provide necessary trays & overwrap in sufficient quantity for the number of meals ordered. Napkins & Utensils shall be provided by the Vendor for Skyline Middle College. The cost for these items must be itemized and included in the meal price as determined by the logistics channel.
- h. The Vendor shall be responsible for the condition and handling of meals until transferred to the school or district authority.
- i. The Vendor shall be responsible for management and storage of USDA Foods when provided by the District, following appropriate procedures for First in First out (FIFO) stock rotation system.
- j. The Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
- k. Drivers shall:
 - i. Place food directly in the designated location as instructed by the District.
- l. The Vendor will keep a sufficient quantity of shelf stable or frozen meals representing each menu type to be served in the unlikely event of an unforeseen emergency.
- m. Training and monitoring:
 - i. Visit selected sites at least once during the first two weeks of SFSP operation to ensure quality assurance and quality control.

3. **PACKAGING REQUIREMENTS**

- a. Hot meal unit—trays suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overwrap should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 165 degrees Fahrenheit.
- b. Cold/Frozen meal unit—trays suitable for maintaining components at temperatures in accordance with state and local health standards. Containers and overlay should have an airtight closure, be of non-toxic material, and be capable of holding cold foods below 41 degrees Fahrenheit.

4. PACKAGING PREFERENCES

The District strongly prefers Vendor to store and utilize the District's inventory of racks and dollies for transportation of meals to destination.

- a. Tray Specifications– 6.5in x 5in, compostable.
- b. Racks & Dollies– The District prefers to use their racks and dollies.
 - i. Specifications:
 1. Rack: 13in x 26in; holds 10 trays (5x2)
 2. Dollies: 26in x 26in; Tie 2 trays wide x 25 high
- c. Ratchet Tie-Downs– To be provided by Vendor
- d. Current Inventory:
 - i. 1320 Racks
 - ii. 39 Dollies

5. DELIVERY REQUIREMENTS

- a. Meals must be delivered in accordance with the approved menu cycle.
- b. The Vendor shall provide a delivery transportation record slip with the date, and the number of meals delivered. The driver will fill out: time leaving the facility, temperature leaving the facility, time upon arrival at school, temperature upon arrival at school, and execute with a signature. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- c. Meals must be delivered in closed-top, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the Vendor from delivering meals, the Vendor shall notify the District-authorized representative or his/her designee immediately by phone of the emergency and when the contingency plan for how the meals will be delivered.

6. **PRICING:** Bidder will provide best pricing for each type of meal, estimated quantity, and whether the meals will be delivered or picked up as preferred by the District and accommodated by the vendor. Prices provided will be fixed, by Meal Type, and guaranteed for the 13-month contract unless justified in writing and approved by the District. The District reserves the right to negotiate pricing for meals that exceed the fixed price per meal. Delivery fees will be fixed and guaranteed for the 13-month contract unless justified in writing and approved by the District. Fixed pricing for items preferred to be picked up by the District and able to be accommodated by the vendor will not include delivery for the items specified for pick up in [Appendix A](#). All fixed pricing must include any applicable taxes. USDA Foods - Periodically the District will provide USDA Foods to be used as ingredients by the Vendor. The Vendor agrees to deduct the cost of components when replaced with USDA foods.

- i. The price paid by the District is calculated by summing all the costs to produce the end product, not including the value of the USDA Foods contained in or needed to further prepare the product.

7. **SAMPLE REQUESTS:** Samples shall be furnished free of cost to the District. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Bidders are requested to provide five (5) samples each of one frozen lunch and one hot lunch: samples do not need to include milk or fruit between the hours of 12:30-1:30pm on February 10, 2025 to the front desk receptionist at the District Office, 398 B Street, South San Francisco, CA 94080, % Nutrition Department. The South San Francisco Unified School District reserves the right to consume samples of all menu & meal types, fresh and frozen, for testing purposes. The South San Francisco Unified School District or designee may retain samples until delivery and acceptance of contracted items. Bidders shall remove samples at his expense within thirty (30) days of request by the South San Francisco Unified School District or designee.
8. **PLACEMENT OF ORDERS & LEAD TIME:** Orders shall be issued directly to the vendor by the District, commencing from proposal award (June 1, 2025 through July 31, 2026). Ordering and lead time procedures will be mutually agreed upon between vendor and district, but not to exceed 14 calendar days.
9. **SUBSTITUTIONS:** Substitutions for awarded items must be pre-approved by the District and delivered at or below awarded price.
10. **ORDER LIABILITY:** Any liability created by an order issued against this agreement shall be the sole responsibility of the District.
11. **DISCOUNTS:** The vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the [school food authority](#) for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
12. **INVOICES:** Invoices shall be submitted in triplicate to the District and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the District.
13. **RECORDS:** Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.

14. **GOVERNING LAW AND VENUE:** In the event of litigation, all documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Mateo County.
15. **INSURANCE:** Without limiting vendor's indemnification of the District, Vendors shall provide and maintain at its own expense during the term of the resulting contract, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by the insurer(s) satisfactory to the District and evidence of such program(s) satisfactory to the District shall be delivered to the District on or before the effective date of Contract. Such evidence shall specifically identify the contract and shall contain express conditions that the District is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.
- A) **Liability**
Such insurance shall be primary to and not contributing with any other insurance maintained by the District, and shall name South San Francisco Unified School District as an individual insured, and shall include but not be limited to:
1. **Comprehensive General Liability Insurance**
Endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of \$2,000,000.00 per occurrence.
2. **Comprehensive Automobile Liability**
Endorsed for all owned and non-owned vehicles with a combined single limit of \$2,000,000.00 per occurrence.
- B) **Worker's Compensation**
A program of Worker's Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services on behalf of vendor and all risks to such persons under this contract
- C) **Product Liability**
Vendor must maintain liability insurance including extended coverage for product liability in an amount not less than two million dollars (\$2,000,000.00) combined single limit and provide each participating district with a certificate evidencing insured and specifying that coverage shall not be canceled or modified without 30 days prior notice
16. **CAL-OSHA:** The Vendor certifies by delivery, that all items furnished under this Agreement meet or exceed applicable CAL-OSHA Codes.
17. **DEFAULT:** the District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:
- A. The Vendor fails to make delivery within the time specified herein.
- OR**
- B. The products received are of inferior quality and not the same as specified or shown at the

sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful Vendor fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this proposal document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a three (3) calendar day – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Vendor, as above stated, shall be paid by such Vendor and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. The Vendor shall not be liable for any excess cost if the failure to perform under this Agreement arises out of causes beyond their control. Such causes may include, but are not restricted to: acts of God or the public enemy, acts of the Government, acts of any of the Districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section. The Vendor shall be required to deliver all supplies or services under this Agreement, which are not terminated.

18. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS:

Background

Pursuant to Education Code Section 45125.1, it is necessary to the District to determine whether a contractor or independent contract consultant must have its employees fingerprinted and screened for criminal records.

There are two bases for exemption:

1. Emergency Contacts – Exempt

Subsection (b) states that Section 45125.1 shall not apply to a contractor or independent contract consultant providing services to the District in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

2. Limited Pupil Contact – Exempt

Subsection (c) states that Section 45125.1 shall not apply when the District determines that the employees of the entity or the independent contract consultant will have limited contact with pupils.

In determining whether a contract employee or independent contract consultant has limited contact with

pupils, the site, program, or project manager shall consider the totality of the circumstances, including factors such as the length of time the contractor or independent contract consultant will be on school grounds, whether pupils in the proximity of the site the contractor/independent contract consultant will be working, and whether the contractor's employees/independent contract consultant will be working by themselves or with others.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this contract are such that supplier access to pupils will be limited and unnecessary. Accordingly, employee fingerprinting and background check for criminal records will be at the discretion of the District unless and until such time as an incident involving supplier employee(s) making deliveries to the District sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this bid, the successful supplier agrees to the terms outlined herein and will take such action as is necessary to insure the supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the contract.

19. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE:

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

20. PERFORMANCE BOND:

On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 *CFR*, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold.

21. PREVAILING LAW:

In the event of any conflict or ambiguity between **a)** the Instructions and Information for Bidders, Instructions for Submitting Proposals, General Conditions, Specifications, Agreement, or any other document forming a part of this Request for Proposals, and **b)** state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

22. ENERGY POLICY AND CONSERVATION ACT: Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state

energy conservation plan issued in compliance with this act.

23. **INDEPENDENT CONTRACTORS:** While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of the District.
24. **NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed. Or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this agreement.
25. **ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall be assigned without the prior written approval of the District.
26. **LIABILITY/COPYRIGHT:** The Bidder shall hold any District, its officers, agents, servants and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this bid.
27. **DELIVERY FREQUENCY:** All prices shall be quoted at the FOB destination. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, fuel or the packing of the said articles are to be borne by the Vendor.
28. **QUANTITIES:** Quantities shown are estimated usages of the District for the proposal period. The district reserves the right to purchase more or less of the units specified. The District will order in quantities best suited to the District's needs and storage facilities. Price proposals shall be firm and shall not increase or include shipping or any additional handling fees for ordering in small quantities. (These quantities are not guaranteed by the District but are included for information.)

ANTICIPATED MEAL VOLUME SCHEDULE

Meal	Time Period	Anticipated Meals (per Time Period)	Delivered (by Vendor) or Picked Up (By District from Vendor)
Hot Breakfast	Fall - August to December 2025	4915	Delivery
	Winter/Spring - January to May 2026	5253	Delivery

Hot Lunch	Summer - June to July 2025	3443	Delivery
	Fall - August to December 2025	49893	Delivery
	Winter/Spring - January to May 2026	51012	Delivery
	Summer - June to July 2026	3443	Delivery
Frozen Breakfast	Summer - June to July 2025	13071	Picked Up
	Fall - August to December 2025	104894	Picked Up
	Winter/Spring - January to May 2026	101665	Picked Up
	Summer - June to July 2026	13071	Picked Up
Frozen Lunch	Summer - June - July 2025	18091	Picked Up
	Fall - August to December 2025	341457	Picked Up
	Winter/Spring - January to May 2026	345541	Picked Up
	Summer (June - July 2026)	18091	Picked Up
Milk & Fruit	Summer June - July 2025	400	Delivered
	Fall - August to December 2025	3600	Delivered
	Winter/Spring - January to May 2026	3600	Delivered
	Summer June - July 2026	400	Delivered
Medical/ Special Needs	Summer - June - July 2025	80	Picked Up
	Fall - August to December 2025	1420	Picked Up
	Winter/Spring - January to May 2026	1420	Picked Up
	Summer (June - July 2026)	80	Picked Up

28. CERTIFICATIONS:

- a. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- b. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:
 - o Section 306 of Clean Air Act (42 U.S.C. 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - o Section 508 of the Clean Water Act (33 U.S.C. 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - o Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - o Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities regulations.
- c. **Debarment Certification**
The USDA Certification Regarding Debarment must accompany this proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- d. **Lobbying**
The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.
- e. **Energy Policy and Conservation Act:** <http://legcounsel.house.gov/Comps/EPCA.pdf>.
The VENDOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.
- f. **Contract Work Hours and Safety Standards Act Compliance:**
<http://www.dol.gov/compliance/laws/comp-cwhssa.htm> . In performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act
- g. **The Certification Regarding the Iran Contracting Act**
- h. **The Contractors Certification** – Regarding Drug Free Workplace must accompany this Proposal
- i. **The Contractors Certification** – Alcoholic Beverages and Tobacco Free Workplace must accompany this proposal

- j. **The Contractors Certification** – Worker Compensation must accompany this proposal
- k. **Clean Air and Water Certification**

EVALUATION CRITERIA

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Per meal cost of service and delivery	20
Vendor Receiving Capacity and Compliance	100% of Max Points: Bidder is able to receive USDA foods provided by the District for the production and assemblage of Vended Meals that are in compliance with the National School Lunch standards 0% of Max Points: Bidder is not able to receive USDA foods from the District for the production and assemblage of Vended Meals.	Responses to Questions Labeled "Vendor Receiving Capacity and Compliance" in Vendor Questionnaire	10
Contingency Plan	100% of Max Points: Bidder has clearly outlined contingency plan including a minimum par that aligns with District's ADP needs. 0% of Max Points: Bidder does not have a contingency plan	Responses to Questions Labeled "Contingency Plan" in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 50% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	30
Pick Up Specifications	100% of Max Points: Ability to accept pick up within the District's designated time/days & positive references of timely & accurate pick up. 0 Points: Unable to meet District's designated pick up time & days and/or negative references of frequent untimely and/or inaccurate pick ups even if pick up time & days can be met.	- Reference forms - Responses to Questions Labeled "Pick Up Specifications - " in Vendor Questionnaire	15
Contracting with Small Businesses	100% of Max Points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5

Contracting with Minority-Owned Businesses	<p>100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color).</p> <p>0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.</p>	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Safety Records & Controls: Medical & Special Dietary Needs	<p>100% of Max Points: Bidder is able to accommodate special dietary needs, including but not limited to Gluten Free; Dairy-Free; No Eggs, No Meat, No Fish</p> <p>0% of Max Points: Bidder is unable to accommodate special dietary needs.</p>	Responses to Questions Labeled "Medical & Special Dietary Needs" in Vendor Questionnaire	10
Safety Records and Controls	<p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Biosecurity Program AND HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <ul style="list-style-type: none"> • Bidder's staff are properly and regularly trained in current safety procedures, • Bidder's facilities are regularly inspected by accredited agencies and Bidder's facilities are favorably assessed in those inspections. • The Bidder promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. • If needed, Bidder's record-keeping program is such that the Bidder would be able to promptly trace any product to its original supplier and source of origin. • Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. <p>0 Points: Unable to meet or provide above specified criteria.</p>	<p>- HACCP Plan AND Biosecurity and Safety Program</p> <p>- Reference forms</p> <p>- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire</p>	5
Service Reliability and Past Performance	<p>100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:</p> <p>-Prompt responses and satisfactory resolution to requests for information and complaints & issues -</p> <p>Courtesy and responsiveness to all district personnel at all times</p> <p>-Ready access to decision-making executives and assigned point of contact.</p> <p>-Fully staffed delivery driver support</p> <p>-Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products.</p> <p>0 Points: References and/or Vendor Questionnaire demonstrate poor performance or inability to meet criteria described above.</p>	<p>- Reference forms</p> <p>- Responses to Questions Labeled "Service Reliability and Past Performance" in Vendor Questionnaire</p> <p>- Reputation and Past Experience</p>	10

Technology and Reports	100% of Max Points: Availability of online ordering with order confirmation. Ability to provide velocity reports and monthly statements and price list as needed. 75% of Max Points: Availability of placing e-mail orders with order confirmation. Ability to provide velocity reports and monthly statements and price list as needed. 0 Points: Unable to provide e-mail or online ordering.	Responses to Vendor Questionnaire Questions Labeled "Technology & Reports" in Vendor Questionnaire	10
Scratch Cooking	100% of Max Points: Vendor demonstrates ability to provide a menu item that is prepared from scratch using minimally processed ingredients once per menu cycle developed in partnership with the District (every two weeks). 50% of Max Points: Vendor demonstrates ability to provide a menu item that is prepared from scratch using minimally processed ingredients in every other menu cycle developed in partnership with the District (once a month). 0 Points: Unable to cook from scratch at all.	Responses to Questions Labeled "Scratch Cooking" in Vendor Questionnaire	10
Sustainable Packaging Availability	100% of Max Points: Packaging with recycled materials, recycled products are used whenever possible. Compostable products are available. 50% of Max points: Packaging with recycled materials and recycled products are used whenever possible. Compostable Products are not available. 0 Points: Packaging with recycled materials, recycled products and compostable products are not available.	Responses to Questions Labeled "Sustainable Product Availability" in Vendor Questionnaire	10
Vendor Infrastructure	100% of Max Points: Vendor is able to store, use and clean racks, trays and dollies provided by the district. 50% of Max Points: Vendor provides racks, trays and dollies, aligned with the dimensions the district requires. 0 points: Vendor does not provide racks, trays or dollies	Responses to Questions Labeled "Vendor Infrastructure" in Vendor Questionnaire	10
Food Tasting Scorecard	Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an SSFUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor.	Food Tasting Scorecard	20
TOTAL POINTS			180

Each proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award a contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if

needed) may be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion. If presentations/interviews are needed, potential Bidders will receive notification to interview with an evaluation panel.

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

1. CONFLICT OF INTEREST: No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See 2 C.F.R. § 200.318(c)*

(1). South San Francisco Unified School District officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. South San Francisco Unified School District maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

2. NON-EXCLUSIVITY AND MULTIPLE AWARDS: Any Contract resulting from this RFP is non-exclusive. South San Francisco Unified School District/District reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors.

3. DISQUALIFICATION: Vendors may be disqualified before or after the District opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor's response may also result in disqualification.

4. SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE): The District in an effort to encourage minority, women and disabled veteran owned businesses enterprises to participate in the District RFP and submit proposals based upon their capacity to perform and be successful. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2. Part 1., Chapter 2., **Responsive Bidders.**

A) Further information can be found at the following PCC web site,
http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=2.&article=

B) Certification for Small Business and Disabled Veteran Business Enterprise Services is located at the following California website,
<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

5. AWARD OF CONTRACT: In accordance with applicable laws, rules, and regulations for

public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to the District.

6. FORMATION OF CONTRACT: A signed and submitted Proposal constitutes an offer to Contract with the South San Francisco Unified School District to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by the South San Francisco Unified School District after approval by the South San Francisco Unified School District Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the District issues Purchase Orders in the name of the vendor(s).** South San Francisco Unified School District does not sign Vendor contract forms. In the event that the District awards a project to Vendor and Vendor requests changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Vendor.

VENDOR QUESTIONNAIRE

TO BE SUBMITTED WITH PROPOSAL

SSFUSD Nutrition Services

Request for Proposal NO. 04-25

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Vendor Receiving Capacity and Compliance - are you able to receive products, including USDA foods from the District for the production and assemblage of Vended Meals?
 - a. Yes
 - b. No

2. Vendor Receiving Capacity and Compliance - are you in compliance with the National School Lunch standards?
 - a. Yes
 - b. No

3. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
 - Deliver daily frozen foods two days in advance
 - Deliver daily hot lunch (140°F or above) to Baden HS, Skyline Middle College and El Camino HS before 10:30 am
 - Deliver daily fruits and milk with Skyline Middle College delivery before 10:30 am
 - Deliver daily hot breakfast (140°F or above) to El Camino HS before 7:00 am
 - a. Yes
 - b. No

If No, attach the proposed delivery schedule.

4. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program (unscored).

5. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)

6. Delivery Specifications - Do you have minimums for deliveries?
 - a. Yes
 - b. No

If Yes please state your minimum delivery amounts (dollar amount, case quantity, etc.)

7. Delivery Specifications - Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage. (unscored)

8. Pick Up Specifications - Will you be able to meet the specified delivery timeframe?
 - Stage frozen foods for daily pick up two days in advance between 12-3pm
 - a. Yes
 - b. No

If No, attach the proposed delivery schedule.

9. Pick Up Specifications - Please describe the staging area from which the District will pick up frozen meals. Are any truck or equipment specifications required for pick ups? (unscored).
10. Pick Up Specifications - How late can add-ons be added to next day pick up? Is there a limit on the number of cases that can be added on? (unscored question)
11. Pick Up Specifications - Describe your policy regarding your staff assisting customers in pick up. (unscored)
12. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : “Small business” means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years...”?
 - a. Yes
 - b. No
13. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?
 - a. Yes
 - b. No
14. Technology and Reports - Can orders be placed online or by e-mail?
 - a. Yes
 - b. No
15. Technology and Reports - Please describe the ordering process:
16. Technology and Reports - Please check off the reports that you make available to your customers:
 - a. market reports
 - b. velocity reports
 - c. monthly statements
17. Scratch Cooking - Is your facility staffed and capable of producing different/diverse scratch cooked menu items for each menu cycle?
 - a. Yes
 - b. No
18. Scratch Cooking - Please suggest scratch cooked recipes that are prepared from using minimally processed ingredients to be prepared once per 2 week menu cycle:
 - a. Scratch Recipe 1
 - b. Scratch Recipe 2
 - c. Scratch Recipe 3
 - d. Scratch Recipe 4
19. Service Reliability and Past Performance: Contingency Plan - please describe your contingency plan in the event you are unable to deliver the daily meals required:

20. Service Reliability and Past Performance - Specify the lead time required for orders to ensure a 90% fill rate (unscored).
21. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
22. Service Reliability and Past Performance - Will you have a dedicated account manager working with The District on a consistent basis? (Required, unscored)
 - a. Yes
 - b. No
23. Service Reliability and Past Performance - How many years has your company been in the Vended Meals business?
24. Service Reliability and Past Performance - How many years has your company distributed Vended Meals to K-12 schools or other facilities?
25. Service Reliability and Past Performance - Describe your company's experience providing Vended Meals to educational institutions or similar settings. Please provide specific examples of projects and their scope.
26. Service Reliability and Past Performance - How would you describe your company's financial stability?
27. Service Reliability and Past Performance - Describe your company's capacity to meet the anticipated demand for this proposal. How would you ensure consistent service delivery and quality control if the order volume increases?
28. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district (s) during the school year within the last 24 months? If so, explain.
29. Service Reliability and Past Performance - What is your procedure for notifying customers of production shortages and/or substitutes?
30. Service Reliability and Past Performance - How does your company assist the school district if a storage area is unavailable (i.e., freezer goes down, warehouse fire, etc.) and the district asks for assistance?
31. Service Reliability and Past Performance - Can you meet all aspects of the Service Level Agreement as described in this RFP?
32. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
33. Safety Records and Controls - Can Medical & Special Dietary needs be met per National School Lunch Program and the School Breakfast Program, in accordance with USDA and CDE guidelines? (Scored) Do you have a dedicated production line for Gluten Free meals? (Unscored)
34. Sustainable Product Availability - what kind of trays do you provide?
 - a. Compostable

- b. Recyclable
- c. Neither:

35. Vendor Infrastructure – Can you provide equipment that meets the following dimensions:

- a. Racks - 13 x 26
- b. Dollies 26 x 26
- c. Trays - 6.5 x 5

What are your tray and rack dimensions if they differ from above:

Firm Title _____

Signature _____

Phone#: _____

Name (Printed) _____

Fax#: _____

E-Mail address _____

FOOD TASTING SCORECARD

Samples shall be furnished to the District free of cost. Bidders are requested to provide five (5) samples each of one frozen lunch and one hot lunch: samples do not need to include milk or fruit between the hours of 12:30-1:30pm on February 10, 2025 to the front desk receptionist at the District Office, 398 B Street, South San Francisco, CA 94080, % Nutrition Department.

Points of Item to Overall Score	Item Being Scored	Evaluation Criteria	Vendor Score
5	Flavor	Product will be evaluated for flavor that will be appealing to students	
5	Appearance	Product will be evaluated for product appearance that will be appealing to students	
5	Color	Product will be evaluated on color that will be appealing to students	
5	Aroma	Product will be evaluated on aroma smell that will be appealing to students	
5	Texture	Product will be evaluated on texture which is soft, chewy, easy to consume, and palatable that will be appealing to students	
25 Points	Total		

By signing this, I acknowledge that I have reviewed SSFUSD's Evaluation Criteria and Food Tasting Scorecard.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

APPENDIX A – PER MEAL COST OF SERVICE AND DELIVERY FEE PROPOSAL

Cost Per Meal Table Basic Instructions: Column 1 specifies the Meal Type that the District is seeking. Column 2 specifies the estimated number of meals that the District will purchase of each Meal Type. Column 3 specifies whether the District prefers to have the specified Meal Type delivered (“Delivery”) or picked up (“Pick Up”). **Proposers are prohibited from making edits to Columns 1-3. Proposers must fill out Columns 4-6 completely.** In Column 4, proposers must specify whether they can accommodate the preferred Delivery or Pick Up listed in Column 3 with an affirmative “Yes” or a negative “No.” In Column 5, proposers must provide the Fixed Price Per Meal, including any applicable taxes and delivery costs per their ability to accommodate delivery or pickup specified in Column 4. Proposers should fill out Column 6, Extended Cost, by multiplying Column 2, Total Units (Meal Count), by Column 5, Fixed Price Per Meal. Proposers should then add up Column 6 to fill out the bottom right cell of the table, Total Estimated Contract Value.

COST PER MEAL

1. MEAL TYPE	2. TOTAL UNITS (MEAL COUNT)	3. DELIVERY OR PICK UP PREFERRED	4. PREFERRED DELIVERY OR PICKUP ALLOWED (YES/NO)	5. FIXED PRICE PER MEAL	6. EXTENDED COST
Hot Breakfast	10168	Delivery			
Hot Lunch	107791	Delivery			
Frozen Breakfast	232701	Pick Up			
Frozen Lunch	723180	Pick Up			
Milk & Fruit	7200	Delivery			
Medical/ Special Needs	3000	Pick Up			
				TOTAL ESTIMATED CONTRACT VALUE:	

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

By submission of this bid, the bidder certifies that in the event the bidder receives an award under this solicitation the bidder shall operate in accordance with all current applicable state and

federal regulations.

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

PROPOSAL FORM

Proposal Number RFP NO. 04-25

Proposal Closing Date: 1:00 p.m. on February 7, 2025.

Proposal Closing Site: South San Francisco Unified School District

To: Robert Chan, Nutrition Services Department, South San Francisco Unified School District

TO THE GOVERNING BOARD OF
SOUTH SAN FRANCISCO UNIFIED
SCHOOL DISTRICT

DATE

BIDDER

The undersigned, having carefully examined the proposed site, all of the bidding documents, including but not limited to, the Specifications, the Notice Inviting Bids, the Instructions to Bidders and the General Conditions:

**VENDED MEAL SERVICES
BID NO. 04-25**

(Name and Address of Bidder)

hereby proposes and agrees to furnish all equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the above named project in strict conformity with the Specifications.

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

It is understood that the District reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Request for Proposals.

It is understood that South San Francisco Unified School District may utilize your service or equipment for a duration of thirteen (13) months or more in accordance with California Education Code Sections 17596 (K-12) and 81644 (Community Colleges)

NON COLLUSION - By signing and submitting this proposal, I/we declare under penalty of perjury under the laws of the State of California that the price(s) quoted were arrived at independently. Neither the bid

price nor the approximate amount of the bid has been disclosed to other Bidders or potential Bidders. Furthermore, I/we attest that no attempt has been made or will be made to induce any other entity to refrain from bidding or to submit any complementary proposal on the proposed contract and that this proposal is made in good faith.

TIME IS OF THE ESSENCE. The undersigned fully understands that a contract is formed upon the acceptance of this Proposal by the District, and the undersigned further agrees that he will promptly execute and deliver to District a written memorial of the contract together with the required Workers' Compensation and Liability Insurance as requested in an award letter to be issued after Board acceptance.

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the proposing organization.

If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and _____ that _____, whose title is _____, is authorized to act for and bind the corporation.

It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, Contractor's Certificate, and Certification of Insurance to the District within five (5) days of actual notice of the award of the contract to bidder, then the security may be forfeited to the District as liquidated damages.

Name of Bidder

Type of Organization

Signed by _____ Print Name:

Title of Signer

Address of Bidder

Telephone Number _____ Email address:

If bidder is a corporation, affix corporation seal.

South San Francisco Unified School District
398 B Street

South San Francisco, CA 94080

PROPOSER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the proposal of any Bidder who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder is “non-responsible” and poses a substantial risk of being unable to provide moving and storage to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously supplied material to or performed work, reference checks and examination of all public records.

3. The Bidder must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least three (3) customers served within the past three (3) years with requirements similar to the needs of the South San Francisco Unified School District.

4. FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

5. EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) X Y Z Organization
- (b) 999 Holly Drive, FOSTER CITY, CA 94000
- (b) B. Johnson-Nutrition Services Title
- (c) Phone # (222) 123-4567
- (d) XXX number of deliveries per year

VENDOR CRITERIA FORM

The SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT requires that the successful Vendor meet the following minimum requirements:

- In business for minimum of 5 years
- Must maintain a certified commercial food production facility within a 250-mile radius of the delivery points of the District
- Have three relevant references from school districts or customers of similar size and scope

Please provide three references:

A. School District/ Organization: _____

Address: _____

Contact Person: _____

Telephone Number and email: _____

Number of Deliveries per year: _____

B. School District/ Organization: _____

Address: _____

Contact Person: _____

Telephone Number and email: _____

Number of Deliveries per year: _____

C. School District/ Organization: _____

Address: _____

Contact Person: _____

Telephone Number and email: _____

Number of Deliveries per year: _____

Name of Preparer

Title

Signature of Preparer

Date

By signing this form, you are verifying that your company meets the requirements stated above

NONCOLLUSION DECLARATION TO BE EXECUTED BY

PROPOSER AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the _____ of _____, 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 Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham proposal. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Bidder. All statements contained in the proposal are true. The Bidder 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 Bidder 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 Bidder.

(Signature of Officer)

(Typed Name of Officer)
(Office)

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], at _____ [city], _____ [state].

EQUAL OPPORTUNITY EMPLOYMENT

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 _____

_____(Company)

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

DATE: _____

CONTRACTOR

By: _____

**California Department of Education
School Nutrition Programs Unit
Child Nutrition and Food Distribution Division
April 1998**

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

<p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p>

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 Nutrition Services Management or Nutrition Services Consulting Company: (Vendor) _____		
Printed Name and Title: _____ _____	Signature: _____ _____	Date: _____
Name of School Food Authority:		Agreement Number:

California Department of Education
 School Nutrition Programs Unit
 Child Nutrition and Food Distribution Division
 April 1998
 Approved by OMB 0348-046

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ Contract ☐ Grant ☐ Cooperative Agreement ☐ Loan ☐ Loan Guarantee ☐ Loan Insurance	2. Status of Federal Action: ☐ Proposal/offer/application ☐ Initial award ☐ Post-award	Report Type: ☐ Initial filing ☐ Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. 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: \$ _____	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned	12. Type of Payment (check all that apply): ☐ Retainer ☐ One-time fee ☐ Commission ☐ Contingent fee ☐ Deferred ☐ Other; specify: _____	
13. Form of Payment (check all that apply): ☐ Cash ☐ In-kind; specify: _____ ☐ Nature _____ ☐ Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. 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	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____	

<p>not less than \$10,000 and not more than \$100,000 for each such failure.</p>	
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the 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 No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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 No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

**California Department of Education
School Nutrition Programs Unit
Child Nutrition and Food Distribution Division
April 1998**

SUSPENSION AND DEBARMENT CERTIFICATION

U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor 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 Nutrition Services Management and Nutrition Services Consulting Contracts.)

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

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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Company Name

Address

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES

INSTRUCTIONS FOR CERTIFICATION

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 Non procurement 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.

IRAN CONTRACTING ACT

CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE**(Public Contract Code sections 2202-2208)**

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please

fill out the information below, and attach documentation demonstrating the exemption approval.

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

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

.

DATE: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE
CAMPUS POLICY

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

DATE: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

(To be executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of Ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CLEAN AIR AND WATER CERTIFICATION

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Nutrition Services Management Company.

Authorized Representative	Title	Date

FINGERPRINT CLEARANCE CERTIFICATION

Bidder hereby certifies to the District's governing board, under perjury of law, that it has completed the

background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

Bidder _____
(Type or Print Complete Legal Name of Company)

By _____
(Signature) (Date)

Name _____
(Type or Print)

Title _____

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, (AD-3027) 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.

End of Document

Minimum Food Specifications (Attachment “A”)

Examples may include the following listed below.

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

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

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

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

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

Participation in USDA Foods Program (Attachment “B”)

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

USDA Foods

1. Any USDA Foods received (when the foods arrive at the SFA’s kitchen, SFA’s storage facility, or Vendor storage facility in either raw form or in processed end products) by the SFA and made available to the Vendor must accrue solely to the benefit of USDA Child Nutrition programs if applicable, and shall be fully utilized therein. The Vendor shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.
2. The SFA shall retain title to all USDA Foods.
3. USDA Foods allocated to the SFA will be delivered to and utilized by the Vendor equitably for lunches served to students at the SFA.
4. **Vendor Responsibility**—the Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable. This will include but is not limited by the following;
 - a. The Vendor must credit the SFA for the value of all USDA Foods received for use in the SFA’s meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);
 - b. The Vendor must credit the SFA for all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.
 - c. The Vendor shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;
 - d. The Vendor shall use the USDA Foods values as posted on CDE’s USDA Foods website including the value of bonus USDA Foods;
 - e. The Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;
 - f. The Vendor will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA’s food service;
 - g. The Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA’s food service;
 - h. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
 - i. The Vendor will comply with the storage and inventory requirements for USDA Foods;
 - j. The Vendor will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods;
 - k. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);

- l. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;
- m. The Vendor shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA;
- n. The Vendor shall account for all USDA Foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the Vendor to maintain the required records under this agreement shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
- o. Vendor shall order only those USDA Foods that can be incorporated into its meals.

5. Year-End Reconciliation

- a. A year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Vendor during the fiscal year. The SFA reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with federal regulations 7 CFR 210 and 7 CFR 250.
 - b. If SFA is participating in direct diversion processing or cheese processing, based on actual bulk USDA Foods received, it may be necessary for the Vendor to make compensation adjustments to the SFA at the end of the school year. The SFA is responsible for assuring adjustments are made.
- 6. Procurement of USDA Foods**—the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or SFA processing agreements, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.
- 7. Access to Records**—the distributing agency, sub-distributing agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the Vendors food service operation, including the review of records, to ensure compliance with the requirements for the management and use of USDA Foods.
- 8. Renewal of Agreement**—extensions or renewals of the agreement, if applicable, are contingent upon the fulfillment of all agreement provisions relating to USDA Foods.
- 9. Termination of Vended Meals Agreement**—upon termination of this Vended Meals Agreement, SFA must conduct a contract-end reconciliation to ensure and verify correct and proper credit has been received for the actual value of all USDA Foods received by the Vendor. The value of USDA Foods shall be based on the USDA Foods values as posted on CDE's USDA Foods website. If SFA has received the actual value of all USDA Foods received by the Vendor, no additional compensation is required from the Vendor.

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

	CERTIFICATION SIGNATURES	
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I CERTIFY by signing and dating this Addendum, SFA and Vendor agree to the terms and conditions as described herein.

Name of Vendor's Authorized Representative	Title
Signature of Vendor's Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>
Name of SFA's Authorized Representative	Title
Signature of SFA's Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>

bears the cost of transferring/removal of all remaining USDA Foods.