

MARIN COUNTY OFFICE OF EDUCATION

REQUEST FOR PROPOSAL MEAL VENDOR

MCOE 2026-RFP-004

DUE: MAY 4, 2026



MARIN COUNTY

OFFICE OF EDUCATION

Supporting Learning for ALL Students

NOTICE OF REQUEST FOR PROPOSAL
MARIN COUNTY OFFICE OF EDUCATION
MEAL VENDOR MCOE 2026-RFP-004

Notice is hereby given that the **MARIN COUNTY OFFICE OF EDUCATION** (hereinafter referred to as “**MCOE**”) is requesting proposals for a meal vendor (hereinafter referred to as **Respondents**) to provide meals to the MCOE’s food service program at the Marin Community School located at 1111 Las Gallinas Ave. in San Rafael, CA.

The Request for Proposal (RFP) documents may be downloaded from the MCOE’s web-site marinschools.org. To request the RFP documents other than by web-site download, please contact Kyle Adamiec at kadamiec@marinschools.org. Questions regarding the RFP shall be sent via e-mail and the MCOE will provide answers to any questions or requests for clarifying information about the RFP before the proposals are due.

Respondents must submit (1) copy in digital format (PDF file format), attached to an email addressed to the following:

Kyle Adamiec, Administrative Specialist
Marin County Office of Education
E-mail: kadamiec@marinschools.org

The MCOE will accept all proposals received on or before 12:00 p.m. on May 4, 2026. The MCOE will not accept proposals that are received after the deadline.

The MCOE reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The MCOE will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the MCOE. Respondents should not construe from this legal notice that the MCOE intends to enter into a contract with the Respondent unless, in the opinion of the MCOE, it is in the best interest of the MCOE to do so. The MCOE reserves the right to negotiate final contractual terms with the successful Respondent.

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Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a meal vendor that will provide the MCOE Marin Community Schools meals to their food service operation. The meal vendor will provide services to the MCOE as described in the Scope of Work attached to the Form of Vended Meal Contract appended to this RFP.

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

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

The MCOE food service operation is split between two High Schools, with services for an average of 52 enrolled students at the shared site located at 1111 Las Gallinas Ave. Breakfasts served average 20 per day, 3,600 annually; lunches served come to 40 per day, 7,200 annually. The academic calendar for the 2026-27 school year can be found in Attachment L.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)* parts 200 and 400. The MCOE must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

To respond to this RFP, interested meal vendors must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The MCOE will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and MCOE responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the MCOE of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the MCOE of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

Proposed Schedule of Events

Release of RFP	Tuesday, March 3, 2026
Deadline for Submission of Respondent Questions	Wednesday, March 25, 2026 12:00 p.m.
Deadline for MCOE Responses to Questions	Friday, April 10, 2026
Deadline for Submission of Proposals	Monday, May 4, 2026, 12:00 p.m.
Anticipated Contract Award Date	Friday, May 15, 2026

The MCOE will make every effort to adhere to the schedule. However, the MCOE reserves the right to amend the schedule, as necessary, and will post a notice of said amendment on the MCOE's web-site marinschools.org (prior to receipt of RFP's) and Respondents will be notified via e-mail (after receipt of RFP's).

General Instructions for Respondents

- 1.** The MCOE may reject a proposal if the proposal is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. The MCOE may reject any or all proposals or waive any immaterial deviation in a proposal. The MCOE's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract
- 2.** The MCOE reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the MCOE is not required to award a contract.
- 3.** Respondents are responsible for the costs of developing proposals.
- 4.** Respondents that do not intend to submit a proposal shall notify the MCOE in writing.
- 5.** Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting the modified proposal prior to the submission deadline. The MCOE will not consider proposal modifications offered in any other manner, either oral or written.
- 6.** Respondents may withdraw their proposal by submitting a written withdrawal request to the MCOE, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page 7 of this RFP. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
- 7.** The MCOE may modify the RFP prior to the date given for submission of proposals by posting an addendum on the MCOE's web-site, and via e-mail. The MCOE will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the MCOE to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the MCOE will not consider any of the participants of such collusion in this or future solicitations. The MCOE will not consider a joint proposal submitted by two or more entities.
- 8.** All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
- 9.** The MCOE shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The MCOE will not consider late proposals under any circumstances.

10. Respondents may submit their questions regarding the information presented in this RFP to Kyle Adamiec (kadamiec@marinschools.org), no later than March 25, 2026 at 12 p.m. The MCOE will answer all questions received by the deadline in writing. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact MCOE employees directly to ask questions.

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

12. Respondents shall submit one (1) copy in digital format (PDF preferred), attached in an email.

a. The digital copy must be complete and inclusive of all materials contained in the RFP, including any required signatures.

b. The email must include “**MCOE 2026-RFP-004 - Meal Vendor**” in its title, followed by the Respondent’s company name:

c. : Submit proposals to the following email:

Kyle Adamiec, Administrative Specialist
Marin County Office of Education
Email: kadamiec@marinschools.org

Proposal Requirements

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

<u>Section/Tab</u>	<u>Title</u>
A.	Cover Letter
B.	Table of Contents
C.	Minimum Qualifications (Attachment A)
D.	Proposal Questionnaire (Attachment B)
E.	Respondent References (Attachment C)
F.	Authorization Agreement (Attachment D)
G.	Fee Proposal (Attachment E)
H.	Certifications (Attachment F-I)

A. Cover Letter

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

- 1) Name and address of responding company.
- 2) Organizational structure of the responding company (e.g., corporation, partnership, etc.).
- 3) Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable.
- 4) Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the MCOE.
- 5) Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison.
- 6) A statement expressing the Respondent's willingness to perform the services described in this RFP.
- 7) A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP.

8) A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages to be considered proprietary. (**Note:** the Respondent cannot identify the entire proposal to be proprietary with a general blanket statement.)

9) The following certification:

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

B. Table of Contents

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

C. Minimum Qualifications

The MCOE will only consider Respondents that **meet all minimum qualifications** (as listed on **Attachment A**) to the MCOE's satisfaction.

D. Proposal Questionnaire

The Proposal Questionnaire (**Attachment B**) is intended to provide the MCOE with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

E. Respondent References

Respondents must provide three (3) current references on the Respondent References form (**Attachment C**). The MCOE reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

F. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (**Attachment D**).

G. Fee Proposal

The Respondent must complete the Fee Proposal (**Attachment E**). The Fee Proposal must include costs incurred to provide the services specified in this RFP, including:

- All food and preparation costs meeting NSLP components and nutritional requirements qualifying for State and Federal reimbursement
- Storage and transport of meals at appropriate temperatures
- Daily, weekly, monthly menu preparation
- Production and shipping records

H. Certifications

The Respondent must review and complete the certifications (**Attachments F, G, H, and I**).

Evaluation of Proposals

Proposals will be opened on or after the due date and time specified in the Schedule of Events, above. During the evaluation process, the MCOE may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

The MCOE, in its sole determination, will determine if a proposal is responsive or nonresponsive.

A responsive proposal is one that is in substantial conformance with the requirements of the RFP. The determination of whether a proposal is responsive is made at the time the proposal is opened. MCOE shall evaluate each proposal received to determine whether it contains all of the information and supporting documentation required by the RFP. This evaluation shall consist of the following:

- Determining whether all required information is included in the proposal.
- Determining whether documents are properly signed.
- Determining whether the goods generally comply with the specifications.
- Identifying all exceptions, qualifications, errors or omissions in the proposal.

The following are examples of defects that may render a proposal as **nonresponsive**:

- Respondent qualifies its prices in such a manner that its bid price cannot be determined
- Qualification of proposal to be contingent on another contract award
- Respondent is currently listed among debarred vendors
- There is reasonable basis to suspect either a conflict of interest or collusion among Respondents
- Failure to include expressly required materials
- Failure to sign the proposal
- The proposal requires payment in advance

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

The MCOE will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	20 points
Experience with School Breakfast Program (SBP) and the National School Lunch Program (NSLP).	35 points
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the MCOE's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the MCOE's satisfaction.	50 points
The financial stability of the Respondent.	25 points
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of MCOEs served, client retention and satisfaction, and references.	20 points
Costs identified in Fee Proposal.	50 points
TOTAL MAXIMUM POINTS	200 points

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

In the event of equal proposal scores, preference shall be accorded to local firms in recognition of greater convenience. Notwithstanding, the MCOE reserves the right to award contracts as deemed necessary and in best interest of the MCOE's Nutrition Services Department. The MCOE reserves the right to inspect the Respondent's facilities prior to award of the contract and if representatives of the MCOE determine after such inspection that Respondent is not capable of performance satisfactory to the MCOE, the proposal will not be considered by the MCOE.

Attachment A
Minimum Qualifications

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

As of January 1, 2026, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five (5) years of experience with food service programs.

Yes _____ No _____

2. The Respondent has the resources and ability to prepare and deliver at least 11,000 meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge and experience with School Breakfast Program (SBP) and the National School Lunch Program (NSLP).

Yes _____ No _____

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes _____ No _____

5. The Respondent is licensed to do business in the state of California.

Yes _____ No _____

6. The Respondent has obtained all necessary permits, including a health permit, as required by the California Retail Food Code.

Yes _____ No _____

Attachment B
Proposal Questionnaire

This proposal questionnaire is intended to provide the MCOE with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two (2) pages per question, unless instructed otherwise**. Type each question in the same order as listed below.

1. Provide a general description of your company's qualifications and experience relevant to the Minimum Qualifications in **Attachment A**, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing meal vendor and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar school district food vendor services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of school districts that have discontinued or terminated your company's services in the last five (5) years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide applicable financial data that will demonstrate your company's ability to perform, including sufficient capital to cover start-up and operating costs for a proposed one (1) year agreement.
7. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment C
Respondent References

List three (3) references to which the Respondent has provided meal vendor services within the past five (5) years.

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

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

**Attachment D
Authorization Agreement**

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

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

Meal Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date

Attachment E
Fee Proposal

Cost Per Meal Table Basic Instructions: provide the cost per meal;

COST PER MEAL

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

LINE ITEM	UNITS	RATE	TOTAL
Breakfast		\$	\$
Lunch		\$	\$
Snacks		\$	\$
Non-reimbursable Meals		\$	\$
TOTAL		\$	\$

Attachment F
**Certifications Regarding Lobbying, Debarment,
Suspension, and Other Responsibility Matters**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Non-procurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the MCOE determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- (a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) 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 these instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Attachment G
Disclosure of Lobbying Activities and Instructions

Attachment G (Disclosure of Lobbying Activities Form) will be uploaded alongside this RFP on the marinschools.org website:

<https://marinschoolsorg.finalsite.com/programs-services/services/business-services/county-office-business-services/requests-for-proposals>

It may also be downloaded directly off the U.S. Office of Justice Programs website:

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/disclosure.pdf>

Attachment H
Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 CFR Section 3017.200:

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

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

Contractor/Company Name Award Number, Contract Number, or Project Name

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

Signature(s) Date

Attachment I
Certificate of Independent Price Determination

Both the MCOE and Respondent shall execute this Certificate of Independent Price Determination.

MARIN COUNTY OFFICE OF EDUCATION

Name of Respondent/Meal Vendor

Name of District

A. By submission of this offer, the offeror (Meal Vendor) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
2. He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of Respondent/Vendor’s
Authorized Representative

Title

Date

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

Signature of MCOE’s
Authorized Representative

Title

Date

Attachment J
Minimum Food Specifications

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 meeting USDA breakfast and lunch requirements, as applicable.

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs published in July 1, 2024 **or later**, if amended. **Vendor is responsible for compliance if standards are modified.**

Attachment J (Meal Patterns for the School Breakfast Program and National School Lunch Program) will be uploaded alongside this RFP on the marinschools.org website:

<https://marinschoolsorg.finalsite.com/programs-services/services/business-services/county-office-business-services/requests-for-proposals>

The School Breakfast Program Meal Pattern may also be found on the USDA website here:

<https://www.fns.usda.gov/school-meals/nutrition-standards/sbp-meal-pattern>

The National School Lunch Program Meal Pattern may also be found on the USDA website here:

<https://www.fns.usda.gov/school-meals/nutrition-standards/nslp-meal-pattern>

Attachment K
Scope of Work Vended Meals

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

GENERAL VENDOR RESPONSIBILITIES

- a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. The vendor shall process breakfast and lunch orders placed by parents or the MCOE.
- c. Vendor shall deliver meals to location(s) at times specified by MCOE.
- d. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- e. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- f. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.
- g. Vendor shall provide to MCOE a monthly menu covering the meals to be served for the following month, no later than one (1) week prior to the end of each month.
- h. When requested by the MCOE, the Vendor shall provide MCOE with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- i. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the MCOE and make said records available for inspection by the MCOE, the CDE, and the USDA, upon request.
- j. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.

GENERAL MCOE RESPONSIBILITIES

a. The MCOE shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The MCOE must authorize any deviations from the approved menu cycle.

b. The MCOE shall coordinate with vendor to ensure MCOE's online meal ordering system will harmonize with vendor's system.

c. The MCOE may request menu changes periodically throughout the Term of the Agreement and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.

d. The MCOE shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

EQUIPMENT

a. The Vendor shall provide equipment to hold and serve the meals.

b. 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 MCOE, complete maintenance, repair, and replacement services for all vendor-owned property and equipment, if any.

c. Upon expiration or termination of the Agreement, it shall be the vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to MCOE facilities, if any.

PACKAGING REQUIREMENTS

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

b. Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and of non-toxic material.

c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.

d. Meals shall be delivered with the following items: condiments, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

DELIVERY REQUIREMENTS

a. Meals must be delivered in accordance with the approved menu cycle.

b. The vendor shall provide a delivery slip & production record with the date and the number of meals delivered. The MCOE authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.

c. Meals must be delivered in closed-topped, sanitary vehicles.

d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.

e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the MCOE-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.

f. The MCOE reserves the right to inspect and determine the quality of food delivered. The MCOE may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.

g. The MCOE will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed below, or as otherwise stated in this Agreement.

h. All refrigerated food shall be delivered at an internal temperature of 40°F or below. All frozen food shall be delivered at 0°F or below. Frozen products should show no evidence of thawing and re-freezing, freezer burn, or any off color or odors. All hot food shall be delivered with an internal temperature of 135°F or above.

Schools included in this Bid

**Information below is subject to change*

MARIN COMMUNITY SCHOOL, located at:
1111 Las Gallinas Avenue
San Rafael, CA 94903

Attachment L
2026-27 Academic Calendar

Attachment L (the 2026-27 Academic Calendar for Marin Community School) will be uploaded alongside this RFP on the marinschools.org website:

<https://marinschoolsorg.finalseite.com/programs-services/services/business-services/county-office-business-services/requests-for-proposals>