Notice of Request for Proposals
Food Service Vended Meal Contract
RFP#2026-2001 Menlo Park City Elementary School District

Notice is hereby given that **Menlo Park City Elementary School District** (hereinafter referred to as **SFA**) is requesting proposals for a food service vendor (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available at
Menlo Park City Elementary School District's website:
https://district.mpcsd.org/departments/business-officefinance/rfp-opportunities

To request the RFP documents by email, please contact
Jackie Chen jchen@mpcsd.org and ryan@schoolfoodsolutions.org.

The SFA will hold a **Mandatory Pre-Bid Information Call on Thursday, April 2nd at 2:00pm PT.** Participants must RSVP in advance by emailing ryan@schoolfoodsolutions.org to receive a video call link. The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

Respondents must electronically submit to Jackie Chen jchen@mpcsd.org and ryan@schoolfoodsolutions.org With the email subject line: "Proposal - Vendor RFP#MPCSD2026-2001" or submit a written proposal in a sealed package.

The SFA will accept all proposals received at or before 12:00pm PT on April 17th, 2026.
The SFA will not accept proposals that are received after the deadline.

The SFA 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 SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their governing board, as applicable, at its regularly scheduled meeting.

REQUEST FOR PROPOSAL

VENDED MEAL FOOD SERVICE CONTRACT

RFP# MPCSD-2026-2001
Menlo Park City Elementary School District

ADDRESS ALL PROPOSALS TO:

Jackie Chen
Chief Business Officer
181 Encinal Ave
Atherton, Ca 94027-3102
jchen@mpcsd.org

Request for Proposal

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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 food service meal vendor (Vendor) that will provide Menlo Park City Elementary School District (hereinafter referred to as the School Food Authority [SFA]) with Vended meal service assistance for their food service operation. The Vendor will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality, minimally processed meals to students and participants in the National School Lunch and School Breakfast Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* [*CFR*] sections 210.10 and 220.8, if applicable).

General food service goals and requirements are to:

Provide meals (Breakfast and Lunch) to all 5 school sites.

- Summer School (NSLP/SSO)
    - Summer School begins June 29th 2026 through July 24th 2026 on the Encinal School campus. Roughly 192 summer students on campus with another 40 math students showing up a week later. Breakfast and lunch will be offered daily.
- 26/27 School Year
    - Meal service will begin on 8/20/2026 with breakfast delivery the day before.
- Deliver a variety of entree options in a complete and compliant Offer vs Serve style.
- All meal components should be fully unitized.
- All meals should be delivered hot and held at proper temperatures in temperature-controlled cabinets.
- Respondent should provide a single per meal price.
    - This must be inclusive of all program options.
    - No other fees or charges will be allowed under this contract.
- The SFA currently does not participate in the USDA Food Program but is open to joining in the future.
    - The respondent should be able to utilize the SFA's USDA Food and Entitlement dollars.
- Increase participation, consumption and satisfaction at all levels of the food service program by improving meal quality

- Quality and variety are of the utmost importance to the SFA. *When possible and practical*, the SFA would like to see the respondent incorporate:
    - Freshly made entrees and sides
    - Minimally processed ingredients
    - Organic, locally, and responsibly sourced ingredients
    - Operate in an environmentally sustainable manner: recycling, composting, and using green products whenever possible

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 *CFR*), Section 200.319(a)(b)(c)(1-7). The SFA 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.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.

- The SFA released this RFP to benefit the SFA and not the Respondents.

- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.

- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested Vendors must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA 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 SFA responses to questions before submitting a proposal
    - Pay especially close attention to the Exhibit A, Scope of Work. The SFA has clearly outlined all parameters and requirements of the program.

- 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 SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA 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.

USDA Nondiscrimination Statement

U.S. Department of Agriculture (USDA) nondiscrimination statement for child nutrition program participants.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027External link opens in new window or tab. (PDF), found online at How to File a Program Discrimination Complaint 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, Mail Stop 9410
Washington, D.C. 20250-9410;

fax:
202-690-7442; or

email:
Program.Intake@usda.gov.
This institution is an equal opportunity provider.

Schedule of Events
for
RFP# MPCSD2026

Release of RFP	Tuesday	3/09/2026
First Public Notice	Tuesday	3/09/2026
Second Public Notice	Tuesday	3/16/2026
Mandatory Pre-bid Information Call (Must RSVP)	Thursday	4/2/26 2:00 pm PT
Respondent Question Submission Deadline	Friday	4/3/2026 5:00 pm PT
SFA Provides Answers	Week of 4/6	
Deadline for Submission of Sealed Proposal	Friday	4/17/2026 12:00 pm PT
Tentative Award Announcement	Week of 5/1	-
Anticipated Contract Signing Date	Friday	5/24/2026

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at https://district.mpcsd.org/departments/business-officefinance/rfp-opportunities

All interested Respondents must attend the Mandatory Pre-bid Information Call. The SFA will reject proposals from Respondents that do not attend

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.

2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.

3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA'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. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.

4. Respondents are responsible for the costs of developing proposals and shall not charge the SFA for any preparation costs.

5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.

6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.

7. The Respondent shall include a 21–Day Cycle menu for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i]

8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.

9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on their website. The SFA will notify Respondents so they can obtain any addenda from the SFA's web site or request it by email.

10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, or a responsive and responsible Respondent is not identified, the SFA is not required to award a contract.

11. The SFA 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 SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.

12. The SFA will not consider a joint proposal submitted by two or more entities.

13. The SFA will not consider proposals involving subcontracts or "ghost kitchens." The Respondent must provide a valid health permit with the proposal, and the Respondent must be listed on the health permit of each kitchen where the meals will be produced or where food will be stored.

14. 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.

15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.

16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.

17. Respondents may submit their questions regarding the information presented in this RFP by e-mail to Jackie Chen jchen@mpcsd.org and ryan@schoolfoodsolutions.org, no later than Friday 4/3/2026 at 5:00 p.m. Pacific time. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.

18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.

19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA 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 all respondents. A material change will require the SFA to rebid the contract.

20. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour (if applicable).

21. Respondents shall submit in digital format via email and/or shared drive. Email is preferred but not required. If the Respondent submits a paper copy, it must contain the original signature of the individual(s) authorized to bind the Respondent contractually.

    a. The Respondents must electronically submit to Jackie Chen jchen@mpcsd.org and ryan@schoolfoodsolutions.org with the email subject line: "Proposal - Vended Meal Company RFP# MPCSD2026-2001".

    b. The respondent is solely responsible for ensuring files can be transferred through email and can be opened and read by the SFA. If files are too large for email, the Respondent should use a file hosting service to ensure the SFA's receipt of files.

    c. If the Respondent submits a paper copy: The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

"Proposal - Vended Meal Company RFP# MPCSD2026-2001"
Menlo Park City Elementary School District
181 Encinal Ave Atherton, Ca 94027-3102
ATTN: Jackie Chen - Chief Business Officer

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, and number all pages. The content and sequence of the proposal will be as follows:

Section 1 - Administrative Requirements

A. Cover Letter

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

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and email address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and email address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- 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
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note**: The Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

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

B. Table of Contents

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

Section 2 – Required Attachments

A. Attachment Checklist

The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (as listed on Attachment A). The SFA may reject proposals that do not include the proper required attachments.

B. Mandatory Pre-bid Information Call

The SFA will hold a Mandatory Pre-Bid Information call on Thursday, April 2nd at 2:00pm PT. All interested Respondents must RSVP and attend.

C. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

D. Proposal Questionnaire

The Proposal Questionnaire (as listed on Attachment E) is intended to provide the SFA 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 references on the Respondent References form (Attachment F). The SFA 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 G) and return it with the proposal package.

G. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

H. Certifications

The Respondent must complete the certifications (Attachment I) and return them with the proposal package.

I. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment J) and return them with the proposal package.

J. Certificate of Compliance for Buy American and California Agricultural Preference Requirements

The Respondent must complete the certification (Attachment K) and return it with the proposal package.

K. 21–Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment L) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

L. Draft 26/27 SFA School Calendar

The Respondent should review and understand the SFA's proposed calendar for next school year.

M. SFA Owned Equipment List

The Respondent should review Understand the SFA's current equipment and facility capabilities.

N. Food Safety and HACCP Plan

The Respondent must provide health permits, health inspections, HACCP plans.

O. Vendor Financial Documentation.

The Respondent must provide a complete balance sheet or annual report for the last three years of operation.

Evaluation of Proposals

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

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA 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 SFA 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 SFA will open proposals to determine if they contain all the required information in accordance with this RFP. Contracts must be awarded to the responsible offeror/Respondent whose proposal is most advantageous to the SFA considering price and other factors. (2 *CFR* 200.320[b][2][iii]). The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Cost	30
Administrative Requirements: Points will be awarded to the Respondent's completeness of submission and ability to include all required information in accordance with the General Instructions and Proposal Requirements.	15
Written Proposal Presentation: Points will be awarded to the Respondent based on the responses and to what level the Respondent demonstrates a complete understanding of the SFA's food service program and the SFA's service requirements.	20
Meal Capability and Menu: Points will be awarded to the Respondent based on the overall review of all documents submitted. Including the respondents' proposed menu and variety, health and safety details, transit and equipment plan, and the quality and comprehensiveness of the proposed program.	20
Vendor Stability: Points will be awarded to the Respondent based on the financial stability, past performance, years in the industry, relevant experience with School Breakfast and National School Lunch Program, number of SFAs served, client retention and satisfaction, and references.	15
TOTAL POINTS	100

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

Attachment A: Attachments Checklist

_____
Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
_____ A	Attachments Checklist
_____ B	Mandatory Pre-bid Information Call (Attend)
_____ C	Minimum Qualifications
_____ D	Proposal Questionnaire
_____ E	Respondent References
_____ F	Authorization Agreement
_____ G	Fee Proposal
_____ H	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
_____ I	Certificate of Independent Price Determination
_____ J	Certificate of Compliance for Buy American and California Agricultural Preference Requirements
_____ K	Vendor 21–Day Cycle Menu
_____ L	Draft 26/27 SFA School Calendar (Review)
_____ M	SFA Owned Equipment List (Review)
_____ N	Food Safety and HACCP Plan
_____ O	Vendor Financial Documentation

Attachment B: Mandatory Pre-bid Information Call

The SFA will hold a **Mandatory Pre-Bid Information call on Thursday, April 2nd at 2:00pm PT.**

Participants must RSVP in advance by emailing ryan@schoolfoodsolutions.org to receive a video call link.

There will not be an in-person tour of the school sites. The SFA has provided a video as an example of the kitchen spaces here: https://youtu.be/ApBp3NGIUtA

All Respondent question must be submitted by Friday 4/3/2026 5:00 pm PT. Email to Jackie Chen jchen@mpcsd.org and ryan@schoolfoodsolutions.org.

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP following the question and answer period.

Attachment C: Minimum Qualifications

A Respondent must meet all the following minimum qualifications to the SFA'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 ***1/1/2026,*** both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least five years of experience with National School Lunch and School Breakfast Programs.

   Yes _____ No _____

2. The Respondent has the resources and ability to provide an additional 250,000 of meals per fiscal year.

   Yes _____ No _____

3. The Respondent has participated in a California Department of Education National School Lunch Program Administrative Review within the last three years.

   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 the capacity to utilize the SFA's U.S. Department of Agriculture Foods and Entitlements.

   Yes _____ No _____

Attachment D: Written Proposal Presentation

This Written Proposal Presentation is intended to allow the Respondent to demonstrate how and why they are uniquely qualified to provide meals to the SFA. This is also the space to share the details of your proposed plan to service this client.

Successful Respondents will be able to demonstrate their abilities clearly and concisely. Please limit your responses **to no more than two total pages.**

To provide some structure, here are four specific values and probing questions to help you respond.

1. Fit
    a. Say why your Vended Meal Program is uniquely positioned to support the SFA.
    b. Speak to your understanding of challenges with vended meal programs, and specifically how your meal pattern and products will address those needs.

2. Quality
    a. Speak to the quality of your food. Explain why you know students will like it.
    b. Elaborate on how you'll package, portion, and plate your meals and explain how this encourages consumption and prevents waste

3. Partnership
    a. Share how the structure of your product and company aligns with the needs of a small school.
    b. Be specific on the ways your program helps ease the administration burden of the Child Nutrition Program for an SFA.

4. Growth
    a. Share how your company views California's Universal Meal Program investment in schools, students, and meals, and the role a vendor plays to steward the growth of the SFA's meal program.
    b. Explain your philosophy on how you'll best utilize the increased reimbursement and reinvest within your program/menu to better serve students.

Attachment E: Respondent References

List three references to which the Respondent has provided food service management services within the past 3 years. Must be an SFA operated in California under the Universal Meals Program.

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 F: Authorization Agreement

Request for Proposal for Vended Meal Company
RFP Number: MPCSD2026

We, _____ [**Vendor Name],** 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 year.

4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Menlo Park City Elementary School District

5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for Menlo Park City Elementary School District.

6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative _____

Date Signed: _____

Attachment G: Fee Proposal

The Respondent certifies that all terms and conditions within the bid shall be considered a part of the contract as incorporated therein. This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

The Respondent shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/contract.

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR, Part 200. Vendor cannot charge any fees other than the meal cost as indicated below for the number of meals delivered, and the Vendor understands that this is a fixed-price contract and the price charged to the SFA cannot be changed during the school year.

All costs are based on the average daily participation of approximately 1150 students in the district and 180 meal service days. Prices must not include values for donated foods.

MEAL	UNITS(1)	RATE(2)	TOTAL(3)
Lunch NSLP/SSO	153,032		$
Breakfasts SBP/SSO	98,167		$
TOTAL ESTIMATED AMOUNT OF PROPOSAL			**$**

1 - To be completed by SFA/Sponsor
2 - All rates to be completed by RESPONDENT
3 - To be completed by RESPONDENT- all totals must be carried out to the second decimal place and must not be rounded

Attachment H: Certification Regarding Lobbying

The undersigned certifies, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

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

Organization:

Street address:

City, State, Zip:

Certified by: (type or print)

Title

Signature

Date

Approved by OMB 0348-0046

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: □ bid/offer/application □ initial award □ post-award	3. Report Type: □ initial filing □ material change For material change only: Year_____quarter Date of last report_____

4. Name and Address of Reporting Entity: _____Prime ____Subawardee Tier_____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	10b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):*

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a 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 item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

A. 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.

B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

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

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

Name of Respondent		

A. By submission of this offer, the offeror (Respondent/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, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or

2. Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.

    (i) Insert full names of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror's organization.

    (ii) As an authorized agent, does certify that the principals named in subdivision (C)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and

(iii) (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above.

Signature of Vendor's Authorized Representative		Title		Date	

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

Attachment J: Certificate of Compliance for Buy American and California Agricultural Preference Requirements

The Respondent certifies that it:

1. **Provision of Domestic Commodities and Products**
   Will provide meals and snacks purchased with domestic commodities and products to the greatest extent practicable, document exceptions when nondomestic products are purchased, adhere to nondomestic cap for exceptions, and adhere to all other Buy American regulations for the provision of meals and snacks in compliance with 7 *CFR* Sections 210.21(d) and 220.16(d).

2. **Certification of Processed Agricultural Products**
   Will submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume in compliance with 42 United States Code (U.S.C.) Section 1760(n), 7 *CFR* Sections 210.21(d)(1)(ii) and 220.16(d)(1)(ii) and USDA Policy Memo SP 38-2017.

3. **Notification and Approval of Nondomestic Products**
   Will notify the SFA in writing at least 5 days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes if available for the SFA to consider and provide an explanation for the following:

   (i) The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 *CFR*, Section 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and/or

   (ii) That competitive bids reveal the cost of the domestic product is 25% than the nondomestic product.

   Note: Neither regulations nor the USDA has defined a dollar amount or percentage triggering the significantly higher cost exception. However, for SFAs that receive $1 million or more annually in federal School Nutrition Program (SNP) reimbursement, significantly higher is defined as 25 percent in accordance with *California Food and Agriculture Code* (*FAC*) Section 58596.3.

4. **Preference for California Agricultural Products**
   Will prioritize the use of California agricultural product, per *FAC* Section 58595(c), when:

   (i) The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.

(ii) The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

5. **Adherence to Non-Domestic Food Purchase Cap**
   Will document exceptions and adhere to the annual cap on non-domestic food purchases per 7 *CFR* 210.21(d)(5)(ii) and 220.16(d)(5)(ii):

   (i) Beginning in SY 2025-26, the annual non-domestic food purchase cap will be 10 percent of the total annual commercial food costs that the SFA purchases per school year.

   (ii) Beginning in SY 2028-29, the annual non-domestic food purchases cap will be 8 percent of the total annual commercial food costs that the SFA purchases per school year.

   (iii) By SY 2031-32, the annual non-domestic food purchases cap will be 5 percent of the total annual commercial food costs that the SFA purchases per school year.

Signature:

[Authorized Representative Name]

[Title]

[Date]

Attachment K: 21–Day Cycle Menu

Please attach to your Proposal

Attachment L: 26/27 SFA School Calendar

Menlo Park City School District

DRAFT 2026-2027 INSTRUCTIONAL CALENDAR

August	M	T	W	TH	F		
	3	4	5	6	7		
	10	11	12	13	14	Aug 17: District Staff Development	
	17	18	19	20	21	Aug 18: No School - Staff Collaboratively Developed PD Day	2
	24	25	26	27	28	Aug 19: Teacher Workday	5
	31					Aug 20: FIRST DAY OF SCHOOL FOR STUDENTS	1
September	**M**	**T**	**W**	**TH**	**F**		
		1	2	3	4		4
	7	8	9	10	11	Sept 7: No School - Labor Day	4
	14	15	16	17	18		5
	21	22	23	24	25		5
	28	29	30				3
October	**M**	**T**	**W**	**TH**	**F**		
				1	2		2
	5	6	7	8	9		5
	12	13	14	15	16	Oct 12: No School - District Staff Development	4
	19	29	21	22	23	Oct 13-16: Minimum Days (Grades TK -8) Conferences	5
	26	27	28	29	30		5
November	**M**	**T**	**W**	**TH**	**F**		
	2	3	4	5	6		5
	9	10	11	12	13	Nov 11: No School - Veterans Day	4
	16	17	18	19	20	Nov 13: End of Trimester 1 (Regular Instructional Day)	5
	23	24	25	26	27	Nov 23: No School - Flex Training Day for Staff	0
	30					Nov 24-27: No School - Thanksgiving holiday	1
December	**M**	**T**	**W**	**TH**	**F**		
		1	2	3	4		4
	7	8	9	10	11		5
	14	15	16	17	18	Dec 18: Minimum Day (Grades TK-8)	5
	21	22	23	24	25	Dec 21-31: No School - Winter Break	0
	28	29	30	31			0
January	**M**	**T**	**W**	**TH**	**F**		
					1	Jan 1: No School - Winter Break	0
	4	5	6	7	8	Jan 4: No School - Teacher Workday	4
	11	12	13	14	15		5
	18	19	20	21	22	Jan 18: No School - Martin Luther King, Jr. Day	4
	25	26	27	28	29		5
February	**M**	**T**	**W**	**TH**	**F**		
	1	2	3	4	5		5
	8	9	10	11	12		5
	15	16	17	18	19	Feb 15-19: No School - Mid Winter Break	0
	22	23	24	25	26		5
March	**M**	**T**	**W**	**TH**	**F**		
	1	2	3	4	5	Mar 5: End of Trimester 2 (Regular Instructional Day)	5
	8	9	10	11	12		5
	15	16	17	18	19		5
	22	23	24	25	26	Mar 26: No School - District Staff Development	4
	29	30	31				3
April	**M**	**T**	**W**	**TH**	**F**		
				1	2		2
	5	6	7	8	9		5
	12	13	14	15	16	April 12-16: No School - Spring Break	0
	19	20	21	22	23		5
	26	27	28	29	30		5
May	**M**	**T**	**W**	**TH**	**F**		
	3	4	5	6	7		5
	10	11	12	13	14		5
	17	18	19	20	21		5
	24	25	26	27	28		5
	31					May 31: No School - Memorial Day	0
June	**M**	**T**	**W**	**TH**	**F**		
		1	2	3	4	June 11: End of Trimester 3 (Regular Instructional Day)	4
	7	8	9	10	11	June 11: LAST DAY OF SCHOOL FOR STUDENTS - Minimum Day	5
	14	15	16	17	18		0
	21	22	23	24	25		
	28	29	30			INSTRUCTIONAL DAYS	180

Pending Board Approval

Attachment M: SFA Owned Equipment List

Site Name and Location Address	Equipment
Encinal Elementary 195 Encinal Ave. Atherton 94027-3102	1x Double door reach-in cooler 1x Single-door freezer
Hillview Middle 1100 Elder Ave. Menlo Park 94025-5503	2x Double door reach-in cooler 1x Milk cooler 1x double stack commercial oven. 1x Single-door freezer
Laurel Elementary - Lower 95 Edge Rd. Atherton 94027-2254	1x Double door reach-in cooler 1x Single door freezer
Laurel School - Upper 275 Elliott Drive, Menlo Park, CA 94025	1x Double door reach-in cooler 1x Single-door freezer 1x Milk cooler
Oak Knoll Elementary 1895 Oak Knoll Ln. Menlo Park 94025-6120	1x Double door reach-in cooler. 1x single door freezer and 1x milk cooler

***The Respondent is responsible to provide, at no cost, any and all additional required equipment not currently owned by the SFA (listed above).**

Attachment N: Food Safety and HACCP Plan

Please provide the following documents. Include all as separate files, clearly labeled and organized:

- Provide a copy of the Serving Site HACCP Plan. In addition, include any manuals or handbooks that include food service instructions.

- Provide a copy of the most recently health permit from ALL kitchens where the meals will be produced and/or where food will be stored.

- Provide copies of your last 3 health inspections from ALL kitchens where the meals will be produced and/or where food will be stored.

Attachment O: Vendor Financial Documentation

Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.

Exhibit 1: Model Fixed-Price Contract
VENDED MEAL FOOD SERVICE CONTRACT

Menlo Park City Elementary School District

FOOD SERVICE PROGRAM

Model Fixed-Price Contract

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Contract Summary

FOOD SERVICES CONTRACT			**CONTRACT NUMBER**
			REGISTRATION NUMBER
1	This contract is entered into between the school food authority and the Vended Meal Company named below:		
	SCHOOL FOOD AUTHORITY NAME		
	VENDED MEAL COMPANY NAME AND FEDERAL TAX IDENTIFICATION NUMBER		
2	**The term of this Contract is for one year, commencing on**	**and ending on**	
3	The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served	**$**	
4	The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.		
	Request for Proposal Released	*Enter* page(s)	
	Contractor Proposal Received	*Enter* page(s)	
	Attached Terms and Conditions	*Enter* page(s)	
	Exhibit A: Scope of Work	*Enter* page(s)	
	Exhibit B: Schedule of Fees	*Enter* page(s)	

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

VENDED MEAL COMPANY		*California Department of Education Use Only*
NAME of Vendor *(if other than an individual, state whether a corporation, partnership, etc.)*		
BY ***(Authorized Signature)*** ✍	**DATE SIGNED** *(do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
SCHOOL FOOD AUTHORITY		
NAME of SFA		
BY ***(Authorized Signature)*** ✍	**DATE SIGNED** *(do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		☐ Exempt per:

Model Fixed-Price Contract

I. Introduction

Menlo Park City Elementary School District hereinafter referred to as the school food authority (SFA), enters into this Contract with _____[Vendor], hereinafter referred to as the Vendor to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." **During the term of this Contract, the Vendor will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The Vendor shall commence providing Services under the Contract on 7/1/2026, and continue through 6/30/2027. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7, Code of Federal Regulations [7 *CFR*], Section 210.16[a][10] and 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services	Vendor Liaison for Services
Name: Debi Rice	**Name:**
Title: Food Service Director	**Title:**
Phone: (650) 321-7140 X5605	**Phone:**
E-mail: drice@mpcsd.org	**Email:**

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	Vendor
Name: Jackie Chen	**Name:**
Title: Chief Business Officer	**Title:**
Address: 181 Encinal Ave Atherton, Ca 94027-3102	**Address:**

C. Fees

1. Fixed-price Contracts

   The SFA will pay the Vendor at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the Vendor shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The Vendor must follow all procurement requirements provided in section V. Compliance with the Law. The Vendor's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, Special Milk and School Breakfast Programs, set forth in 7 *CFR*, parts 210, 215, and 220. The Vendor shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (2 *CFR*, Section 200.406[a]).

2. Payment Terms

   The Vendor shall submit Monthly invoices by 1st week of the following month that reflect all activity for the previous calendar month. The Vendor must submit detailed cost documentation monthly to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees section. All costs, charges, and expenses must be mutually agreeable to the SFA and the Vendor, and must be allowable costs consistent with the cost principles in 2 CFR, Part 200, as applicable. The SFA will pay invoices submitted by the Vendor within 30 days of the invoice date. The SFA will pay invoices received by its accounting department only if the invoices pass the SFA's audit. The SFA will notify the Vendor of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

   Interest, fines, penalties, finance charges, income and expenses that may accrue under this Contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

3. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

   The SFA shall make no payment to the Vendor for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract. (7 *CFR,* Section 210.16[c][3])

D. Contract Cost Adjustment

The Per Meal Price may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home CPI

regional index: Los Angeles. The December CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this Contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE. (7 *CFR*, Sections 210.16[a][10] and 210.19[a][5])

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Sections 210.16[a][10] and 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change, or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the

SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for Vendor or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the Vendor should have taken steps to contract with small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms when possible. (2 *CFR*, Section 200.321)

K. Piggyback Contract Option

The SFA will allow this contract to be "piggybackable" by other education agencies in the state of CA pursuant to Public Contract Code Sections §20118 and § 20652.

Piggybacking of this contract is only possible with the mutual agreement of the Vendor and the SFA to extend the offer. Either party has the right to refuse if the terms are not mutually beneficial.

Contracts can only be extended and piggybacked if they meet the following criteria.

- The piggybacking SFA must participate in the same or fewer programs.
- The total annual estimated value of the piggybacked contract must be equal to or less than the total annual value of the originating contract.
- The piggybacking SFA must obtain written prior approval from both the Vendor and the original SFA.

The piggingbacking SFA shall be responsible for obtaining approval from its Boards of Education or other approving body of authority when necessary and shall hold the original SFA harmless from any disputes, disagreements, or actions which may arise as a result of using this bid.

If the original agreement is terminated, the subsequent piggyback agreement will terminate at the same time.

L. Written Commitments

Any written commitment by the Vendor relative to the services herein shall be binding upon the Vendor. Failure of the Vendor to fulfill any such commitment shall render the Vendor liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the Vendor in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal

- Any written notifications, affirmations, or representations made by the Vendor in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

M. Trade Secrets/Copyrights

The Vendor and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and Vendor regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the Vendor and the SFA, and the Vendor and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, make works available through agency-designated public access repositories, and authorize others to use the work for federal purposes. (2 *CFR*, Section 200.315[b]).

N. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

O. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

P. Silence/Absence/Omission

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

P. Indemnification

The Vendor shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses

(including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the Vendor's acts or omissions, willful misconduct, negligence, or breach of the Vendor's obligations under this Contract by the Vendor, its agents, employees, or other persons under its supervision and direction.

The Vendor shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

If the Vendor fails to perform the contract terms, the following penalties may be imposed:

- Vendor will be required to provide in writing to the SFA how they will ensure future contract compliance
- Continued nonperformance will result in termination of this contract
- Vendor may be prohibited from bidding on future contracts with the SFA

R. Breach of Contract

For the breach of the Contract and associated benefits:

If the Vendor causes the breach, the Vendor assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency. (2 *CFR*, Section 200.441)

T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

2. Force majeure does not include any of the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market

- Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence

- Inability of either the Vendor or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following workday or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and Vendor agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex or disability. Vendors and SFAs shall comply with the requirements of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq. and 2000e et seq.); Title IX of the Education Amendments of 1972 (Title 20 U.S.C. sections 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (Title 29 U.S.C. Section 794); the Age Discrimination Act of 1975 (42 U.S.C. sections 6101 et seq.); the Americans with Disabilities Act of 1990 (P.L.101-336); all provisions required by USDA Nondiscrimination Regulations [7 *CFR* parts 15, 15a, 15b, 16, and 7 *CFR* Section 210.23(b)]; FNS Instruction 113-1; and Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs.

V. Compliance with the Law

The Vendor shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the Vendor's compliance efforts.

The Vendor must comply with all federal and state procurement standards for purchasing and contracting as required by 2 *CFR* sections 200.317–200.327, 7 *CFR* sections 210.21, 220.16, 225.17 and 250.50 (as applicable); *California Education Code* (*EC*) sections 45103.1, 45103.5 and 49554, *FAC* sections 58595(c) and 58596.3, and *Public Contract Code* Section 20111(c), as applicable. Failure to comply with federal and state procurement standards may result in corrective action to require a new procurement and award, payment hold, and repayment of the nonprofit school food service account for unallowable costs. (2 *CFR* sections 200.339 and 200.410).

The Vendor shall comply with all applicable federal regulations in 2 *CFR,* parts 200 and 400 and 7 *CFR,* parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, *EC*, *FAC*, and California laws and regulations, where applicable.

W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Contract.

III. Relationship of the Parties

A. The Vendor's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The Vendor will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the Vendor for taxes, all of which will be the Vendor's responsibility. The Vendor agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The Vendor will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.

B. When the SFA is a public school district or program operated by the county Office of Education, the Vendor, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP. (*EC* Section 45103.5)

C. All services to be performed by the Vendor will be as agreed between the Vendor and the SFA. The Vendor will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.

D. The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

A. Vended Meal Company Responsibilities

1. The Vendor will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. (7 *CFR*, Section 210.21[e]).

2. The Vendor shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the Vendor shall maintain this health certification for the duration of the Contract. (7 *CFR*, Section 210.16[c][2]).

3. The Vendor will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits. (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).

2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the Vendor to provide only nonprogram food (e.g., a la carte and adult meals) unless the Vendor offers free, reduced-price, and paid reimbursable lunches to all eligible children. (7 *CFR*, Section 210.16[a]).

3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR,* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation. (7 *CFR,* Section 210.8[a][1]).

4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs. (7 *CFR*, Section 210.10[m]).

5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program. (7 *CFR,* Section 210.16[a][5]).

6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program. This includes retaining authority and responsibility for all information, documents and claims submitted in the Child Nutrition Information and Payment System (CNIPS). (7 *CFR*, Section 210.21(b) and CNIPS User Acceptance Agreement).

7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. (*EC* Section 49558).

8. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (7 *CFR,* sections 245.5 and 245.6).

9. EC Section 49501.5 (a)(2)(B) requires a SFA that is a public school district, charter school or county office of education, to conduct a direct certification matching through the California Longitudinal Pupil Achievement Data System on a monthly basis as a condition of receiving funding. Private schools, nonpublic schools and residential child care institutions must obtain the direct certification list at least three times annually as required in 7 *CFR* Section 245.6(b).

10. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility. (7 *CFR*, Section 245.7).

11. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations. (7 *CFR*, Section 245.6).

12. The SFA shall ensure that all USDA Foods received by the school food authority and made available to the Vended Meal Company accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein. (7 *CFR*, Section 210.16[a][6]).

13. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning. (7 *CFR*, Section 210.16[a][8]).

14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the Vendor preparing meals on-site and off-site at and for all SFA facilities. (7 *CFR,* Section 210.16[a][7]).

V. Buy American and California Agricultural Preference Requirements

A. Vended Meal Company Responsibilities

1. The Vendor will provide meals and snacks purchased with domestic commodities and products to the greatest extent practicable, document exceptions when nondomestic products are purchased, adhere to nondomestic cap for exceptions, and adhere to all other Buy American regulations for the provision of meals and snacks. (7 *CFR, sections* 210.21[d] and 7 *CFR* 220.16[d]).

2. The Vendor will submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume in compliance with 42 United States Code (U.S.C.) Section 1760(n), 7 CFR sections 210.21(d)(1)(ii) and 220.16(d)(1)(ii), and USDA Policy Memo SP 38-2017.

3. The Vendor must notify the SFA in writing at least 5 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes if available for the SFA to consider and provide an explanation for the following Buy American exceptions (7 *CFR*, sections 210.21(d)(5) and 220.16(d)(5):

    a) The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 *CFR,* Section 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and/or

    b) Competitive bids reveal the cost of the domestic product is significantly higher (25%) than the nondomestic product

4. California Food and Agriculture Code *(FAC)* 58596.3, applies to SFAs that receive $1 million or more annually in federal SNP reimbursement. It states that SFAs must specify in their bid or solicitation that they will only purchase domestic agricultural products unless the bid or price of a nondomestic agricultural food product is more than 25 percent lower than the bid of price of the domestic agricultural food product.

5. Also, *FAC* 58595(c) requires SFAs accept a bid or price for an agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

    a) The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.

    b) The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state

6. The Vendor will provide certification of domestic origin for products which do not have country of origin labels. (7 *CFR* sections 210.21[d][1][ii] and 220.16[d][1][ii], and USDA Policy Memo SP 38-2017).

7. Per 7 *CFR sections* 210.21(d)(5)(ii) and 220.16(d)(5)(ii) the Vendor must adhere to the cap on non-domestic food purchases:

    a) Beginning in SY 2025-26, the non-domestic food purchase cap will be 10 percent of the total annual commercial food costs that the SFA purchases per school year;

    b) Beginning in SY 2028-29, the non-domestic food purchases cap will be 8 percent of the total annual commercial food costs that an SFA purchases per school year; and

    c) Beginning in SY 2031-32, the non-domestic food purchases cap will be 5 percent of the total annual commercial food costs that the SFA purchases per school year.

8. The Vendor must make available purchase records and documentation identifying non-domestic commercial food program purchases per food item and unit cost of each non-domestic program purchase, as well as total commercial food program purchases made during a given school year. This information must be provided to the SFA no less than annually at the end of the school year or more frequently as requested by the SFA. In addition, the Vendor must provide the SFA with a report that aggregates total non-domestic commercial food program purchases, domestic commercial food program purchases and total commercial food program purchases in a format that is requested by the State Agency and/or USDA no less than annually at the end of the school year or more frequently as requested by the SFA. (7 *CFR* sections 210.21[d][5][iii] and [iv]) 220.16[d][5][iii] and [iv])

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation provided by the Vendor of the meal and snack components that were comprised of domestic and non-domestic products, including assurance that components were processed domestically. (7 *CFR* sections 210.21[d][iii] and [iv]and 220.16[d][iii][iv], and USDA Policy Memo SP 38-2017). This will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review. (2 *CFR* Section 200.318[i], 7 *CFR* sections 210.23[c], 210.21[d][5][iii] and 220.16[d][5][iii]).

2. The SFA shall monitor the contract to ensure the Vendor's adherence to the Buy American Provision (7 *CFR* sections 210.16[d] and 220.16[d]) and California FAC Section 58596.3 requirements, including documentation of nondomestic exceptions and associated caps. (2 *CFR*, Section 200.318[b]).

VI. U.S. Department of Agriculture Foods

A. Vended Meal Company Responsibilities

1. The Vendor shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program. (7 *CFR,* Section 210.16[a][6]).

2. The method and frequency of crediting USDA Foods will be in accordance with 7 *CFR*, Section 250.51(b). The Vendor must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties. In accordance with 7 *CFR*, Section 250.53, the Vendor shall comply with the following provisions relating to the use of USDA Foods, as applicable:

    a) The Vendor must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the Vendor procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Foods value of processed end products to the SFA. (7 *CFR,* Section 250.53[a]).

    b) The Vendor shall account for the full value of USDA Foods in accordance with 7 *CFR,* Section 250.51 and 250.58(e) by:

        i) Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and

ii) Using the national average value of donated foods for the school year in which the USDA Foods are received by the SFA. This listing is available from the USDA Food Distribution web page at Value of Donated Foods Notices | Food and Nutrition Service.

3. The Vendor will be responsible for any activities relating to in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.

4. 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. 7 *CFR* Section 250.16[a])

5. The Vendor must use all USDA beef, pork, and all processed end products, in the SFAs food service, and must use all other USDA Foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used). (7 *CFR*, Section 250.51[d]).

6. The Vendor shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products. (7 *CFR*, Section 250.53[a][7]).

7. The Vendor will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250. (7 *CFR*, Section 250.53[a][8]).

8. The Vendor will provide assurance that it will comply with the storage and inventory requirements for USDA Foods. (7 *CFR*, Section 250.53[a][9]).

9. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods. (7 *CFR,* Section 250.54[b]).

B. School Food Authority Responsibilities

1. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods received by the SFA and made available to the Vendor accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein. (7 *CFR*, Section 210.16[a][6]).

2. The SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the Vendor has credited the value of all USDA Foods. (7 *CFR*, Sections 250.54[a] and [c]).

3. The SFA will not extend or renew any Contract if the Vendor did not fulfill all Contract provisions relating to USDA Foods. (7 *CFR*, Section 250.53[a][12]).

VII. Meal Responsibilities

A. The SFA shall:

1. Offer free, reduced-price, and paid reimbursable meals and snacks to all eligible children through the SFA's food service program.

2. Provide meals and snacks through the SFA's food service program that meet the requirements as established in 7 *CFR,* parts 210 and 220, as applicable.

VIII. Vended Meal Company Employees

A. The Vendor shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: School Nutrition Program Professional Standards.

The SFA shall ensure that all employees the Vendor proposes for placement meet the minimum professional standards. The Vendor shall ensure their employees take the required annual training as outlined in the professional standards. The Vendor shall track the training completed by each employee and maintain documentation to validate that training was completed. The Vendor shall remove from the SFA premises any employee who fails to take the required training.

The Vendor shall provide the SFA with a list of employees and evidence that they meet the required professional standards.

B. The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s) provided by the Vendor.

C. The Vendor shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The Vendor will provide specific locations and assignments to the SFA four calendar weeks prior to the commencement of operation.

D. The Vendor shall comply with all wage and hour requirements under federal and state laws. The Vendor will be responsible for supervising and training their personnel.

E. The Vendor agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.

F. The Vendor agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.

G. The Vendor will be solely responsible for all personnel actions regarding employees on its respective payroll. The Vendor shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The Vendor shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

A. The SFA and the Vendor must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The Vendor shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR,* Section 210.16(c)(1).

B. The SFA and the Vendor shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit. (7 *CFR*, Section 210.9[b][17]).

C. The Vendor shall not remove state or federally required records from the SFA premises upon contract termination.

D. The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the Vendor and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and

reasonable access to the Vendor and SFA's personnel for the purpose of interview and discussion related to such documents. (2 *CFR*, Section 200.337[a]).

E. The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the Vendor's food service operation, including the review of records, to ensure compliance with requirements for management and use of USDA Foods. (7 *CFR*, Section 250.53[a][10]).

X. Monitoring and Compliance

A. The Vendor shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.

B. The Vendor warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.

C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR,* S*ec*tion 210.8(a). At a minimum, these internal controls shall include all the following:

- An on-site review of the lunch counting and claiming system and readily observable general areas of review required under 7 *CFR* Section 210.18(h) employed by each school within the jurisdiction of the SFA.

- Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches

- A system for following up on lunch counts that suggest the likelihood of lunch counting problems

XI. Equipment, Facilities, Inventory, and Storage

A. The SFA will make available to the Vendor, without any cost or charge, area(s) of the premises agreeable to both parties in which the Vendor shall render its services. The SFA shall provide the Vendor with local telephone service. The

SFA shall not be responsible for loss or damage to equipment owned by the Vendor and located on the SFA's premises.

B. The Vendor shall notify the SFA of any equipment belonging to the Vendor on the SFA's premises within 10 days of its placement on the SFA's premises.

C. The SFA shall have access, with or without notice, to all the SFA's facilities used by the Vendor for purposes of inspection and audit.

D. At any time, the kitchen is not up to safety and health code standards, the SFA will utilize its maintenance and custodial staff to provide services charged to the Vendor

a. This may include, but is not limited to, quarterly deep cleaning, hired by the SFA and reimbursed by the Vendor.

E. Ownership of the beginning inventory of food and supplies shall remain with the SFA.

F. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the Vendor must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

A. The Vendor warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR,* parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS instructions and policy, *EC*, and California laws and regulations, where applicable. The Vendor agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the Vendor's violation of this provision.

B. 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, and statutes.

C. The SFA and Vendor shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of $150,000, the SFA and Vendor shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended. (Appendix II to 2 *CFR*, Part 200, Section G)

D. Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II, Section H).

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Part 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration. (Appendix II to 2 *CFR* Part 200[I], Byrd Anti-Lobbying [31 U.S.C Section 1352]).

XIII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars ($1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The Vendor shall maintain during the term of this Contract, for protection of the SFA and the Vendor, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars ($5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the Vendor-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the Vendor under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the Vendor's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract. (7 *CFR*, sections 210.16[d] and 250.12[f][9]) The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the Vendor, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.340[a][3]). The Contract may also be terminated, in whole or in part, by the Vendor upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.340[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit A

Scope of Work

1. Overview of the Food Service Program

The SFA participates in and/or would like pricing for the following programs:

1. National School Lunch Program
2. Seamless Summer Option Program
3. School Breakfast Program

Sites, Enrollment, Mealtimes and Participation:

The current school year is based on 180 on-campus days. Below are estimated mealtimes. Service days and service times are subject to change.

Site Name Location Address	Grades	Projected Enrollment	Estimated Daily Breakfast	Estimated Daily Lunch	Estimated Daily Breakfast Time	Estimated Daily Lunch Time *
Encinal Elementary 195 Encinal Ave. Atherton 94027-3102	Tk-5	575	120	216	7:30AM-8:15	11:15-1:00PM
Hillview Middle 1100 Elder Ave. Menlo Park 94025-5503	6-8	838	200	165	8:00AM-10:30 Includes brunch	12:52-1:27PM 11:49-12:22PM
Laurel Elementary Lower Kitchen 95 Edge Rd. Atherton 94027-2254	Tk-5	321	60	165	8:00AM	11:45-12:30PM
Laurel School Upper Kitchen 275 Elliott Drive, Menlo Park, CA 94025	Tk-5	295	55	135	7:30AM	12:05PM-12:50PM
Oak Knoll Elementary 1895 Oak Knoll Ln. Menlo Park 94025-6120	Tk-5	584	55	125	8:00AM	11:30-1:00PM

2. Description of Vendor Responsibilities

Under the direction of the SFA's Food Service Director, the Vendor shall provide the services below in accordance with generally accepted standards of care and best practices in the industry that meet or exceed all of the requirements as established in 7 *CFR*, parts 210 and 220, as

applicable. The Vendor will follow all regulations of the NSLP/SBP programs in accordance with USDA and CDE guidelines.

Responsibilities of the Vendor shall include:

A. Food Service Program

1. All meals are to follow the USDA meal pattern for the ages served at each site.
2. Vendor will prepare and deliver meals on such days and at such times as requested by the SFA.
3. 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.
4. 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.
5. Offer a variety in the menu for all components of the NSLP program. This includes the entrées, fruit, and vegetable pairings
6. Provide the SFA monthly menus detailing the meals to be served for the following month, no later than two (2) weeks prior to the end of each month.
7. All sites are Nut Free school. All menu items must be peanut free, and free from peanut contamination.

B. **School Breakfast Program and Seamless Summer Option Breakfast Meals**

1. Bulk ordering.
2. Offer v Serve.
3. Meal Options:
    a. At minimum must offer:
        i. 3 options daily offered to all summer school students. No hot for breakfast service. First grade through eighth on the same campus this coming summer.
    b. Fruit different fruit varieties must be portioned into half-cup servings to meet the daily one-cup requirement.
    c. Milk - Must offer non-fat and 1% choice 5 days a week
        i. Flavored milk is not allowed at breakfast.
    d. No juice allowed
    a. All fruit and vegetable sides must be minimum half cup size. Single item 1 cup fruits and single item 1/4 cup fruits or vegetables are not allowed.

C. National School Lunch Program and Seamless Summer Option Meals

2. Bulk ordering.
3. Offer v Serve.
4. Meal Options:
    a. At minimum must offer: 3 hot and 3 cold is the required daily menu variety.

b. Including:
    i. Daily Vegetarian
    ii. Daily Gluten-free.
    iii. Daily Vegan
    iv. Vegetarian, gluten-free, and vegan options must be clearly labeled for all entrees.
c. Milk - Must offer non-fat flavored options 5 days a week
    i. 2% and Whole allowed.
    ii. Nutrient equivalent alternative milk allowed.
        1. Milk, choice of all kinds, must be included within the per-meal price.
d. All sides of fruits and vegetables must be unitized and in half-cup servings.
    i. No Juice allowed as fruit
        1. All fruit options must be included within the per-meal price.
e. All fruit and vegetable sides must be minimum half cup size. Single item1/4 cup fruits or vegetables are not allowed.

D. Allergies and Accommodations

1. All sites are Nut-free schools. All menu items must be peanut free, and free from peanut contamination.
2. A list of all allergens for all entrees must be provided ahead of time
3. Entrees must be clearly labeled.
4. The Vendor will 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 at no additional costs to the SFA when accompanied by a signed medical meal request, or if appropriately documented in an IEP or 504 plan. Accommodation costs must be included within the per-meal price.

E. Packaging

1. The Vendor will provide the necessary **compostable** utensils, napkins, and trays in sufficient quantity for the number of meals ordered, and these must be reflected in the per-meal price.
    a. All condiments must be included in the per-meal price.
    b. Whenever possible, the vendor should use:
        i. Compostable packaging
        ii. (Or) clearly labeled recyclable plastics/metals
2. Upon request, the vendor must be able to clearly demonstrate that all packaging material is safe and suitable for cooking, holding, and delivery.
    a. Materials are recyclable in the county where they are being delivered
    b. And/or materials are compostable in the County where they are being delivered.
3. The vendor shall provide SFA with bag lunches for field trips for no additional cost.

All meals for field trips must meet the appropriate meal pattern requirements.

4. The vendor shall provide daily meal production records and temperature logs (departure and arrival), recorded by the Vendor staff, and delivered to the site in an organized manner.
5. Provide the SFA monthly menus detailing the meals to be served for the following month, no later than two (2) weeks prior to the end of each month.

F. Meal Delivery

1. The vendor shall provide daily meal production records and temperature logs (departure and arrival), recorded by the Vendor staff double checked by MPCSD kitchen staff, and delivered to the site in an organized manner.
2. The vendor shall provide daily Hot Lunch delivery
3. The Vendor shall be responsible for the condition and care of meals until they are delivered to the school
4. The Vendor drivers shall:
    i. Place cold food directly in the refrigerator or warmers upon delivery.
    ii. Provide field trip lunches as requested a day early (as requested) and place them in the school refrigerator.
5. The Vendor will coordinate delivery windows per site needs and shall deliver meals to locations at times specified by the SFA.
6. The Vendor driver is responsible for all labor to place and organize items in the refrigerator. Vendor must plan delivery schedule accordingly to accommodate.
    i. Must provide equipment to heat and hold meals.
    ii. When possible, the vendor will retrieve equipment after Daily Meal Service is complete.
7. Meals must be delivered in clean, closed-top vehicles, and sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
8. All refrigerated food shall be delivered at an internal temperature of 40 degrees or below. No frozen food will be allowed. All hot food shall be delivered with an internal temperature of 140 degrees or above.
9. When an emergency prevents the Vendor from delivering meals, the Vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
10. The SFA will not pay for deliveries made later than the regularly scheduled lunch periods as listed on the school site chart in the Scope of Work or as otherwise stated in this Contract.

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR*, Part 200.

All costs are based on the average daily participation of approximately 1150 students in the district and 180 meal service days. Prices must not include values for donated foods.

MEAL	UNITS(1)	RATE(2)	TOTAL(3)
Lunch NSLP/SSO	153,032		$
Breakfasts SBP/SSO	98,167		$
TOTAL ESTIMATED AMOUNT OF PROPOSAL			**$**