

Tulare County Office of Education

Committed to Students, Support & Service

REQUEST FOR PROPOSALS VENDED MEALS

Tulare County Office of Education
General Services
6200 S, Mooney Blvd.
Visalia, CA 93277
559-733-6601

NOTICE REQUESTING PROPOSALS FOR VENDED MEALS

Notice is hereby given that this RFP is being issued by the following school food authorities: La Sierra Military Academy and University Preparatory High School (hereinafter referred to as “SFA”), requesting proposals for a Vended Meal Contract (hereinafter referred to as “Vendor[s]”) to provide pre-packaged meals to the SFA food service programs.

Vendors should not construe from this legal notice that the SFA intends to enter into a contract with the Vendor 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 Vendor.

The Request for Proposal (RFP) documents may be obtained from the SFA via the organization’s website. RFP documents are located online at <https://www.tcoe.org/GeneralServices/Bids>.

The SFA will accept all bids received on or before June 9, 2022 at 2:00PM PST. The SFA will not accept bids that are received after the deadline. One (1) labeled, signed original and one (1) copy, and one (1) electric copy of the proposal should be submitted.

Written proposals must be submitted in a sealed envelope labeled:

Proposal For Vended Meals
Tulare County Office of Education
6200 S. Mooney Blvd.
Visalia, CA 93277
Attn: General Services

The SFA reserves the right to reject any or all bids, and to waive any errors or corrections in a bid or in the bid process. The SFA will award the Contract based upon a review and analysis of the bids to determine which bid best meets the needs of the SFA.

The purpose of this Request for Proposal (RFP) is to enter into a fixed price contract with a meal vendor that will provide La Sierra Military Academy and University Preparatory High School, (hereinafter referred to as "SFA") vended meals for their food service operation. The meal Vendor will provide to the SFA as described in the Scope of Work (Exhibit A) in the Model Fixed-Price Contract.

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

- Provide an appealing and nutritionally sound program for students as economically as possible
- Increase participation at all levels of the Food Service program by improving meal quality, seeking student and parent input, and successful menu variation and planning
- Maintain reasonable prices for students participating in the meal program
- Integrate commodity foods into the meal program whenever possible

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with *Title 2 Code of Federal Regulations (2,CFR) parts 200 and 400*.

The SFA must share with all Vendors all information necessary for submitting a proposal. The release of this RFP, evaluation of Vendors, and award of a contract will use competitive procurement standards established in all applicable California State and federal statutes and regulations. Outlined below are competitive procurement basic points:

- 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 Vendors.
- Fulfillment of RFP specifications is based upon full and fair competition and acceptance by the SFA of the most responsive and responsible Vendor to the SFA's requirements, as determined by the SFA.
- RFP's must provide a basis for full and fair competition among Vendors to a common standard, free of restrictions that tend to stifle competition.

These 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 meal vendors must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP.

To be competitive in this solicitation, the Vendor must take the responsibility to:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a bid.
- Ask appropriate questions or request clarification before the Question Submission deadlines as stated in the Schedule of Events
- Submit all required responses by the required deadline
- Follow all procedures and requirements of the RFP thoroughly and appropriately

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

GENERAL CONDITIONS

1. PREPARATION OF BIDS

- A. All information requested of the bidder shall be entered in the appropriate space(s) on the form. Failure to do so may result in disqualification.
 - B. All information shall be typewritten or entered in ink. Mistakes may be crossed out and correcting inserted before submission of your bid. Correcting must be initialed in ink by the person signing the bid.
 - C. Corrections and/or modifications received after the closing time specified will not be accepted.
 - D. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
 - E. Bids must be submitted by the closing date prior to the time specified to be considered. No fax or email bids will be accepted.
 - F. Any bids received after the closing date will be returned unopened to the bidder.
 - G. Submit bid only in a sealed envelope with the bid name and closing date on the outside of the envelope.
 - H. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
 - I. Quote separate prices on each individual item in SFA's unit of measure (i.e., ea, dz, pkg, not your standard carton price).
 - J. Prices bid are considered accurate and cannot be withdrawn after the bid is opened.
 - K. Upon submission of bid documents, all such documents shall become the property of the Tulare County Office of Education.
 - L. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to the receipt of the goods or services by the SFA. Time of delivery may be a consideration in the award.
 - M. Prices will be considered as net if no cash discount is shown.
 - N. Provide any other information not specifically requested which may be considered by the SFA. (SFA is not obligated to consider any information not specifically requested in this bid request.)
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2. BRAND NAMES/QUALITY

- A. Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- B. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number (or level of quality if item cannot be identified by brand and number).
- C. Equal items will not be considered if identical supply has been determined a necessity and the notation NO SUBSTITUTE has been entered.
- D. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
- E. The SFA shall in all instances be the final Judge in determining whether the items bid are acceptable to the SFA, and whether the itemsbid are equal in quality and utility to the specified articles.

3. SAMPLES

- A. Samples of articles, when required, shall be furnished free of cost of any sort to the Tulare County Office of Education and **shipped to 6200 S. Mooney Blvd., Visalia, CA 93277.**
- B. Samples of articles selected may be retained for future comparison.
- C. Samples which are not destroyed or consumed by testing, or which are not retained for future comparison will be returned upon request at bidder's expense.

4. TAXES

Tulare County Office of Education is exempt from payment of Federal Excise Tax. No federal tax should be included in the price. Exemption Certificates will be furnished when applicable.

5. CASH DISCOUNTS

In connection with any cash discount specified in this bid, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the SFA warrant.

6. LITERATURE

Bidders shall submit literature which fully describes items on which they are bidding, no later than the closing date of this bid. Any and all literature submitted must be stamped with bidder's name and address.

7. GUARANTEE AGAINST DEFECTS

All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

8. PRICE F.O.B.

Quotations are to be F.O.B. Destination as stated in bid.

9. AWARDS

A combination of the following factors will be considered in awarding this bid. These factors are not necessarily listed in order of priority.

- A. Price
- B. Bidder's previous record of performance and service
- C. Ability
- D. Quality and conformance to specifications

The Tulare County Office of Education shall be the sole judge in making this determination.

10. DEFAULT BY SUCCESSFUL BIDDER

A. Rights and remedies for default by Tulare County Office of Education: In case of default by successful bidder, the SFA may procure the article(s) or service(s) from another source and may recover the loss occasioned thereby from any unpaid balance due the successful bidder by proceeding against the successful bidder's performance bond, if any, or by suit against the successful bidder. The prices paid by the SFA shall be considered the prevailing market price(s) at the time such purchase(s) is made.

B. Inspection on deliveries, which do not meet specifications, will be returned at the expense of successful bidder.

11. INCLUSION IN THE CONTRACT

The right is reserved by the SFA at his discretion, to include any other governmental entity in the Contract at the accepted prices.

12. RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE TULARE COUNTY OFFICE OF EDUCATION

Participation by other government entities will not impose any responsibility for payment of claims on the Tulare County Office of Education or the SFA. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

13. CONTRACT EXCLUSIVE

The provisions of the contract shall in no way prohibit the SFA from making an incidental purchase from another supplier for the same services as herein listed.

14. PURCHASE ORDERS

Purchase Orders will be issued throughout the contract year to the vendor for the requirements as needed for the school site.

15. INVOICING

All invoices are to be mailed in duplicate to the locations designated on the "Invoice Address" on each purchase order. Reference shall be made to the purchase order number. Invoices shall be paid once a month on all deliveries made during the month.

16. RIGHT TO AUDIT

The Tulare County Office of Education reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

17. CONTRACTOR ASSISTANCE

Contractor shall furnish, at no cost to the SFA, a representative to assist in determining their requirements. The foregoing obligations will continue beyond the term of the contract as to any act or omission that occurred during the term of the contract or any extension to the contract.

18. DELIVERIES

Deliveries are to be made by common transportation carrier, by the successful bidder's own equipment, or by other means so as to effect prompt delivery. Due care shall be

exercised in packing, handling and shipping to assure arrival of the material at its final destination in excellent condition. Any damage, loss, breakage, deterioration or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful bidder. Frequency of delivery will be determined by the needs of the SFA and will be interspersed throughout the contract year;but will be a minimum of four (4) days per week during the regular school year. Deliveries will be accepted Monday thru Friday @ 11:00 A.M.

Deliveries will be made to two SFA sites at the following locations:

1. La Sierra Military Academy, 1735 E. Houston Ave., Visalia, CA
2. University Preparatory High School, 915 S. Mooney Blvd., Visalia, CA

19. QUANTITY & QUALITY OF MATERIALS OR SERVICES

The successful bidder shall furnish and deliver the quantities designated by the SFA. Packing slips which clearly identify the merchandise and the SFA purchase order number or agreement must accompany every delivery. All materials, supplies or services furnished under an agreement or purchase order resulting from this bid shall be in accordance with the SFA specifications. Materials or supplies, which in the opinion of the SFA are not in accordance and conformity with such specifications, shall be rejected and promptly removed from the SFA premises at the successful bidder's expense.

20. PRICES

During the period of deliveries under an agreement or purchase orders resulting from this bid, should there be a decrease in prices on the balance of the deliveries, such decreases shall be made available to the SFA for as long as the lower prices are in effect, but at no time shall the prices charged the SFA exceed the prices herein quoted.

21. PRODUCT SUBSTITUTION AND SHORTAGE

This contract does **NOT** allow for product substitution without written authorization from the SFA. The successful vendor shall promptly notify the SFA a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. An equal or better substitute product must be made available to the SFA immediately for approval and subsequent distribution to school sites, at no additional charge to the SFA for product, freight, or redelivery. All substitutions in quality and quantity must receive prior approval from the SFA in order to qualify for payment. If substitution is unavoidable due to market conditions, Vendor must provide equivalent item for SFA approval at no additional cost to the SFA for the product or freight.

22. USAGE

Usage of materials will be interspersed and periodic during the contract year, and as such will not be subject to shipment of the total estimated requirements at any one time.

23. QUANTITIES

The estimated usage for each item is based on the experience of a one year period. It is not expressly implied nor guaranteed, that the quantities shown will be used in the next contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the SFA.

24. TERMINATION OF CONTRACTS/PURCHASE ORDERS

The Tulare County Office of Education reserves the right to terminate all purchase orders or contracts with due cause giving a ten (10) day written notice or may terminate without cause giving a thirty (30) day written notice. Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the Tulare County Office of Education does not appropriate funds for the goods and/or services under the purchase order to contract.

25. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with all equal opportunity statutes, rules, and regulations promulgated by the federal, state and local governments, including but not limited to prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.

26. CLEAN AIR ACT

For contracts in excess of \$150,000, the SFA agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

27. SPECIAL CONDITIONS attached hereto if contrary to GENERAL CONDITIONS supersede these GENERAL CONDITIONS.

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. Vendors must address each of the required sections indicated below. Please label and separate each section, and number all pages to allow for ease of review. The content and sequence of the proposal shall be as follows:

A. Minimum Qualifications

The SFA will only consider Vendor that meet all of the minimum qualifications to the SFA's satisfaction. Minimum qualifications are indicated in subsequent section.

B. Proposal Questionnaire

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

C. References

The Vendor must provide three (3) references using the Vendor References (Attachment D). The SFA reserves the right to contact any of the persons/companies provided, and retains the right to conduct reference checks beyond that supplied by the Vendor.

D. Authorization Agreement

The Vendor must sign the Authorization Agreement (Attachment E) and return it with the proposal package.

E. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment F) and return it with the proposal package. The Fee Proposal must include costs incurred to provide the services specified in this RFP.

F. Certifications

The Vendor must complete the certifications and return them with the proposal package.

G. Sample Menus

The Vendor must submit sample menus with the proposal package.

H. Buy American Provision

The Vendor must submit a Buy American Provision certification with the proposal package.

I. Permits

The Vendor must submit all permits required by the California Retail Code and local requirements, including a health permit, in the Vendor's name.



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 Vendors 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 Vendor'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. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	10
Appeal of menus.	15
Based on the Proposal, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	20
The financial stability of the Respondent.	15
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	10
Cost	30
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 Vendor with the highest total proposal score.

Minimum Qualifications

A Vendor must meet all of 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 bid. As of January 1st, 2022 both the Vendor's company, and its key personnel meet all of the following minimum qualifications:

1. The Vendor has at least ten (10) years of experience providing a pre-plated meal program in compliance with the NSLP and SBP.
Yes _____ No _____
 2. The Vendor is able to provide CN labels for all meals and product specifications for all meal items.
Yes _____ No _____
 3. The Vendor has the resources and ability to provide from _____ meals per fiscal year.
Yes _____ No _____
 4. The Vendor has the resources and ability to provide daily delivery of ready-to-eat meals, scheduled delivery of heat-and-serve meals, and appropriate equipment for safe transport and holding for programmatic foods.
Yes _____ No _____
 5. The Vendor has professional references that demonstrate and evidence the ability to perform the required services.
Yes _____ No _____
 6. The Vendor is licensed to do business in the State of California.
Yes _____ No _____
 7. The Vendor has obtained all necessary permits in the respondent's name, including a health permit, as required by the California Retail Food Code.
Yes _____ No _____
 8. The Vendor has knowledge and experience with the School Breakfast Program, National School Lunch Program, and Meal Supplement (Snack) Program.
Yes _____ No _____
-

Proposal Questionnaire

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

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

List three (3) references for which the Vendor has provided meal vendor services within the past 5 years.

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

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

Authorization Agreement

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

1. That we will operate in accordance with all applicable California State and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one (1) year with four (4) one year renewal options.
4. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for La Sierra Military Academy and University Preparatory High School.
5. That negligence in the preparation or presentation of, errors in, or omissions from bids shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

Meal Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date Signed: _____

Fee Proposal

Cost Per Meal Table Basic Instructions: Provide the cost per meal.

COST PER MEAL

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

Line Item	Annual UNITS*	RATE per meal	Annual TOTALS
Breakfast			
Lunch			
Snack			

By submission of this cost proposal, the Vendor certifies that, in the event the Vendor is awarded a contract, this cost proposal shall constitute the final cost proposal and the Vendor shall operate in accordance with this cost proposal for the duration of the contract.

Printed Name of Representative

Title

Signature

Date

BUY AMERICAN PROVISION
SCHOOL FOOD SERVICES BUY AMERICAN PROCEDURE

The Food Services Department is responsible for the procurement of goods and services including food products to provide healthy and nutritious meals to over 75,000 students.

Food Services Staff including the Food Services Director, Nutritionist, and Buyer are required to adhere to The Buy American Provision: Section 1.04(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998.

Each formal and informal solicitation for food products are required to include the following Buy American Provision language. In addition, Food Service staff will adhere to the guidelines listed below during the duration of the established vendor contract.

THE BUY AMERICAN PROVISION

As a sponsor of the School Nutrition Programs, the District will consider only applicable products which comply with the requirements of the "Buy American" Act.

The Buy American Provision: Section 1.04(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requires school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21(d).

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United State

It is the District's intent to strictly adhere to this policy.

Any Bidder intending to provide products produced or grown in a foreign country must include such information on their bid submission. Failure to include such information the bid submission may result in product rejection at the vendor's expense.

Tulare County Office of Education encourages products specification submitted for bid to be only 100% domestically grown and processed products. Tulare County Office of Education will monitor contractor performance as required in 2 CFR Part 200.318(b), formerly in 7 CFR Part

3016.36(b)(2), to ensure that contractor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. This will be accomplished by ensuring the product label designates the United States, or its territories, as the country of origin.

The District requires contractor(s) to provide country of origin on all products and invoices submitted for payment. Contractor(s) are required to list the country of origin for products in all bid documentations submitted along with receipts and invoices. The District may impose penalties, including contract termination, if contractor(s) are not able to comply with the Buy American provision.

Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception, the request must be submitted in writing to the Nutritional Services Director a minimum of 10 days in advance of delivery.

The request must include the:

- a.) Alternative substitute(s) that are domestic and meet the required specifications:
 - Price of the domestic food alternative substitute; and
 - Availability of the domestic alternative substitute in relation to the quantity ordered.
- b.) Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic food product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The contractor(s) are required to examine product packaging as the Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels to ensure compliance with the Buy American Provision.

The District requires that suppliers certify the percentage of U.S. content in products supplied to us on the Bid Pricing Sheet.

If you are unable or unwilling to make such certification, we will not purchase from you.

Nutritional Requirements

All food products must conform to current California law. These provisions are found in California Senate Bill 80 (2007 – Committee on Budget and Fiscal Review) and Senate Bill 132 (2007 – Committee on Education). This law is summarized as follows:

Food products must not contain artificial trans-fat. A food item contains artificial trans-fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer’s documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans-fat content as less than 0.5 gram per serving.

Food items that have been deep fried, par fried, or flash fried in oil or fat as part of the manufacturing process must have been processed using a permitted oil. Oils permitted by this provision include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, typically liquid at room temperature. Oils and fats prohibited by this paragraph include, but are not limited to, palm, coconut, palm kernel, lard, typically solid at room temperature.

I certify that all products contained on this bid meet the above nutritional requirements.

Names of Food Service or Vendor/Contractor		
Printed Name and Title	Signature	Date

Certification and Disclosure Statements

Management Bulletin 98-113 Attachment 3: an explanation of submittal requirements of the Suspension and Debarment Certification Statement and the Certification Regarding Lobbying.

Following is an explanation of submittal requirements of the Suspension and Debarment Certification Statement and the Certification Regarding Lobbying by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000. The SFA's annual contract with a vendor exceeds \$100,000.

The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed Suspension and Debarment Certification from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. Do not submit the certification to the California Department of Education.

Certification Regarding Lobbying

SFAs that receive in excess of \$100,000 in annual federal meal reimbursement must annually complete and submit this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed Certification Regarding Lobbying from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor or

contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the Disclosure of Lobbying Activities form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the Certification Regarding Lobbying statement).

Applicable to Both Certification Statements

Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.

Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies must include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the Suspension and Debarment Certification and the Certification Regarding Lobbying. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the Certification Regarding Lobbying to the CDE, CNFDD.

Summary

Suspension and Debarment Certification

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.
2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.
3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

Certification Regarding Lobbying

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.
 2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. Retain the certifications with bid documents.
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3. The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of Certification Regarding Lobbying.)

If you have any questions regarding this MB, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-2307 or 800-952-5609 or by e-mail at rvant@cde.ca.gov.

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

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
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CERTIFICATION REGARDING LOBBYING

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

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

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: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:		• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee	

<p>• Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____</p>	<p>Deferred Other; specify: _____</p>
<p>• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes No</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (_____) _____ Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for local reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

Meal Specifications

Vendor must submit twenty-one (21) day breakfast, lunch, and snack menus, based on the below food specifications.

SFA will examine the sample menus based on the following criteria:

- Meal nutrition
- Meal variety and appeal
- Menu compliance with USDA meal pattern requirements, and state/federal portion sizes and nutritional values

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, fruits and vegetables, milk, and meat/meat alternatives.

Meal variety and appeal: SFA will examine whether Vendor provides a variety of exciting and interesting meals.

Meal Specifications (cont'd)

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs published in January 2012.

Meal Pattern	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5 ^a	Grades 6-8 ^a	Grades 9-12 ^a	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food ^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c,d}	5 (1) ^e	5 (1) ^e	5 (1) ^e	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{c,d}	0	0	0	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^f	0	0	0	½	½	½
Red/Orange ^f	0	0	0	¾	¾	1¼
Beans/Peas (Legumes) ^f	0	0	0	½	½	½
Starchy ^f	0	0	0	½	½	½
Other ^{f,g}	0	0	0	½	½	¾
Additional Veg to Reach Total ^h	0	0	0	1	1	1½
Grains (oz eq) ⁱ	7-10 (1) ^j	8-10 (1) ^j	9-10 (1) ^j	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0 ^k	0 ^k	0 ^k	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^l	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week						
Min-max calories (kcal) ^{m,n,o}	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^{n,o}	< 10	< 10	< 10	< 10	< 10	< 10
Sodium (mg) ^{n,p}	≤ 430	≤ 470	≤ 500	≤ 640	≤ 710	≤ 740
<u>Trans fat</u> ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.					

^aIn the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-13 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

^bFood items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅛ cup.

^cOne-quarter cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^dFor breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or “Other vegetables” subgroups as defined in §210.10(c)(2)(iii).

^eThe fruit quantity requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-15).^fLarger amounts of these vegetables may be served.

^gThis category consists of “Other vegetables” as defined in §210.10(c)(2)(iii)(E). For the purposes of the NSLP, “Other vegetables” requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii).

^hAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

ⁱAt least half of the grains offered must be whole grain-rich in the NSLP beginning July 1, 2012 (SY 2012-13), and in the SBP beginning July 1, 2013 (SY 2013-14). All grains must be whole grain-rich in both the NSLP and the SBP beginning July 1, 2014 (SY 2014-15).

^jIn the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-14).

^kThere is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-14), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^lFluid milk must be low-fat (1 percent milk fat or less, unflavored) or fat-free (unflavored or flavored).

^mThe average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

ⁿDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans* fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

^oIn the SBP, calories and *trans* fat specifications take effect beginning July 1, 2013 (SY 2013-14).

^pFinal sodium specifications are to be reached by SY 2022-23 or July 1, 2022.

Intermediate sodium specifications are established for SY 2014-15 and 2017-18. See required intermediate specifications in § 210.10(f)(3) for lunches and § 220.8(f)(3) for breakfasts.

Scope of Work

The Vendor will supply meals to the La Sierra Military Academy and University Prep High School (hereinafter referred to as “SFA”), that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch and School Breakfast Programs (7 CFR parts 210 and 220)

The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their proposal a copy of the current state and local health certifications.

GENERAL VENDOR RESPONSIBILITIES

- a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.
 - b. Vendor shall deliver meals to location(s) at times specified by SFA.
 - c. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
 - d. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
 - e. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels. The meals shall fully comply with the New Meal Pattern for breakfast and lunch as required by the Healthy, Hunger-Free Kids Act of 2010 (HHFKA)
 - f. Vendor will provide at least three (3) lunch options daily, two (2) hot and one (1) cold, including one (1) vegetarian option.
 - g. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than two (2) weeks prior to the end of each month. When requested by the SFA, the Vendor shall provide SFA with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
 - h. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
 - i. The Vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.
 - j. Maintain employment records that show VENDED MEAL COMPANY staff have all professional and health certification as are required by the Food Service Program, or as required by the SFA.
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GENERAL SFA RESPONSIBILITIES

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the Vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a daily basis for each site for each type of meal to be delivered.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.
- e. The SFA will provide staff to deliver pre-packaged food to each grade level and children. The staff will keep accurate record keeping and counts for vended meals to provide accurate numbers for reimbursement.

EQUIPMENT

- a. The Vendor shall provide equipment to hold, reheat, and serve the meals such as a transport cabinets, retherm ovens, and commercial refrigeration as needed by each site.
- b. The Vendor shall provide written notification to the SFA of any equipment belonging to the Vendor within ten days of its placement on SFA premises.
- c. The Vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all Vendor-owned property and equipment.
- d. Upon expiration or termination of the Contract, it shall be the Vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

PACKAGING REQUIREMENTS

- a. Hot meal unit—Packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135 degrees F.
 - b. Cold meal unit or unnecessary to heat—Container and overlay to be plastic or paper and of non-toxic material.
 - c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
 - d. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.
-

DELIVERY REQUIREMENTS

- a. Meals must be delivered in accordance with the approved menu cycle.
 - b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
 - c. Meals must be delivered in closed-topped, sanitary vehicles.
 - d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
 - e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
 - f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
 - g. The SFA will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed in the General Conditions, or as otherwise stated in this Contract.
 - h. All refrigerated food shall be delivered at an internal temperature of 40 degrees F or below. All hot food shall be delivered with an internal temperature of 135 degrees F or above.
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Sites included in this proposal

**Information below is subject to change*

Site Name	Location Address	Model	Enrollment	Breakfast	Lunch	Snack	Equipment onsite
La Sierra Military Academy	1735 E. Houston Ave., Visalia, CA	Ready-to-eat daily delivery	225	100	150	25	Walk-in cooler
University Preparatory High School	915 S. Mooney Blvd., Visalia, CA	Ready-to-eat daily delivery	250	75	100	150	None
