

Request for Proposals
Vended Meal Service
RFP# AIMS061323



AMERICAN INDIAN MODEL SCHOOLS

171 12th St, Oakland, CA 94607

Bid Due: July 7th, 2023 at 2:00 PM PDT

ADDRESS ALL PROPOSALS TO:

Contact for Questions:
Ryan Gomes
ryan@schoolfoodsolutions.org

American Indian Model Schools (hereinafter referred to as the School Food Authority or SFA) is requesting proposals for Vended Meal Service for the 2023-24 school year from qualified School Food Service Companies (Vendor).

There will be a non-mandatory pre-proposal meeting hosted online on Friday July 7th at 2:00 PM. Email ryan@schoolfoodsolutions.org to RSVP and receive log-in and dial-in numbers.

RESPONSE DATE AND DELIVERY

The SFA will accept all bids received on or before July 7th, 2023 at 2:00PM PST. The SFA will not accept bids that are received after the deadline. One (1) electric copy of the proposal should be submitted.

Electronic copies should be submitted via email before the deadline to:

- a. tiffany.tung@aimsk12.org and ryan@schoolfoodsolutions.org

PURPOSE

This solicitation is to secure a contract for the operation of a vended food service program providing meals to the School Food Authority for school year 2023-24, with the option, by mutual-agreement, for four (4) one-year extensions.

Respondents should not construe from this legal notice that the SFA intends to enter 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 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.

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SCOPE OF WORK

The Vendor will supply pre-packaged breakfast and lunch to the SFA that comply with the nutritional standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP), School Breakfast Program (SBP). The Vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their bid a copy of the current state and local health certifications. The chosen vendor will provide the SFA with a copy of all health certifications received during the contract period.

GENERAL VENDOR RESPONSIBILITIES

- a. The Vendor shall provide the services required by this RFP in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor will provide meals that satisfy the following options:
 - i. SBP Breakfast: Provide at least one (1) daily option.
 - ii. NSLP Lunch: Provide two (2) lunch options daily, one (1) hot and one (1) cold, including one (1) vegetarian option.
 - iii. Snack, Provide one (1) option.
- c. Vendor will deliver items cold for SFA to heat on-site.
- d. Vendor shall deliver meals to location(s) at times specified by SFA.
- e. Vendor shall provide all required equipment to cool, heat, hold, and serve the food that is not currently owned by the SFA as listed in Attachment N. The cost of all required equipment must be included in the per meal price.
- f. Vendor is expected to follow all regulations of the NSLP/SBP Programs in accordance with USDA and CDE guidelines.
 - i. Daily meal production records and temperature logs (departure and arrival) are to be recorded and delivered to the site in an organized manner.
 - ii. All meals are to follow the USDA meal pattern for the ages served at each site.
 - iii. Vendor holds the necessary Food Handlers/Manager Licenses and will provide if requested.
- g. Vendor will provide the necessary utensils, napkins, boats, and trays in sufficient quantity for the number of meals ordered. The cost for these items must be included in the meal price.
- h. Vendor shall be responsible for the condition and care of meals until they are delivered to the school.
- i. 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.

- j. Vendor shall provide to 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.
- k. When requested by the SFA, the Vendor shall provide SFA with bag lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- l. 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.
- m. 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.
- n. Drivers shall:
 - i. Place cold food directly in the refrigerator upon delivery.
 - ii. Provide field trip lunches as requested a day early (as requested) and place in school refrigerator.

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 weekly basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a 24-hour notice to the vendor.
- 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.

EQUIPMENT

- a. The vendor shall provide and/or specify a plan for the school to procure all required equipment to cool, heat, hold, and serve the food that is not currently owned by the SFA as listed in Attachment N.
- a. 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.

- b. The Vendor shall retain title to all Vendor-owned property and equipment when placed in service. The Vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all Vendor-owned property and equipment.
- c. 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 165°F.
- b. Cold 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 holding cold TCS foods below 41°F.
- c. Unnecessary to heat—container and overlay to be plastic or paper and of non-toxic material.
- d. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- e. Meals shall be delivered with the following items: condiments, napkins, single service ware, serving utensils, and trays. Vendor shall insert non-food items that are necessary for the meal to be eaten.

DELIVERY REQUIREMENTS

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

- a. The Vendor shall provide a delivery transportation record slip with the date, and the number of meals delivered. The driver will fill out: time leaving the facility, temperature leaving the facility, time upon arrival at school, temperature upon arrival at school, and execute with a signature. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- b. Meals must be delivered in closed-top, sanitary vehicles.
- c. 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.
- d. 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.

- e. 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.
- f. The SFA will not pay for deliveries made later than the regularly scheduled lunch periods as listed on **Attachment N**, or as otherwise stated in this Contract.
- g. All refrigerated food shall be delivered at an internal temperature of 40°F or below. No frozen food will be allowed. All hot food shall be delivered with an internal temperature of 155°F or above.
- h. Vendor will present SFA with their proposed service and delivery model. Please provide per-unit meal costs in **Attachment E**.

PROPOSAL SUBMISSION AND AWARD

The SFA will accept all bids received on or before June 30th, 2023 at 2:00PM PST. The SFA will not accept bids that are received after the deadline. One (1) electric copy of the proposal should be submitted.

Award shall be made to the qualified and responsible Vendor whose proposal is deemed in the best interest of the school by the evaluation process. Vendor must fully inform themselves as to the conditions, requirements, and specifications before submitting proposal.

INCURRED COSTS

The SFA is not liable for any cost incurred by the Vendor prior to the signing of a contract.

CONTRACT TERMS

This contract shall begin **August 11th, 2023** and end **July 31st, 2024** with up to four (4) one- year renewals with mutual-agreement between the SFA and the Vendor. The fixed price per meal/lunch equivalent will be subject to an annual escalator provision, made at the time of contract renewal, based on the CPI for Food Away from Home. The specific CPI used will be the CPI for All Urban consumers as of January of the current year.

The Food Service program shall meet all requirements of the National School Lunch Program/School Breakfast Program of the United States Department of Agriculture, and the California Department of Education.

The SFA shall retain ultimate control over meal prices, and all appropriate elements of the food service program.

Terms of the actual agreement with the successful Vendor will be developed through negotiation to be consistent with the rights reserved by the SFA as described by USDA rules and regulations.

PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting scheduled for Tuesday June 13th at 2pm hosted online via Zoom call. Vendors should RSVP to **Ryan Gomes** at ryan@schoolfoodsolutions.org prior to the call to receive the virtual meeting log-in and password.

QUESTION AND ANSWER

All questions shall be submitted to **Ryan Gomes (ryan@schoolfoodsolutions.org)** via email. A formal addendum to this bid will be made available to interested Vendors providing answers to a cumulative list of questions.

RFP TIMELINE

RFP Publication	Tuesday June 13 th , 2023 at 12:pm PDT
Pre-Bid Zoom Meeting	Thursday June 15 th , at 11:30 AM
Questions due to SFA	Friday June 16 th , 2023 by 5:00 PM
Proposals Due/Bid Opening	Friday, July 7 th , at 2:00 pm PDT
RFP Scoring complete	Tuesday July 11 th , 2023
Intent to Award Notification	Friday, July 14 th , 2023
Contract Begins	Friday August 11 th , 2023

The SFA reserves the right to issue any necessary addendum(s) to this RFP. Interested parties will be informed of all addenda via email.

Send all questions to Ryan Gomes at ryan@schoolfoodsolutions.org

EVALUATION CRITERIA

Detailed information, including minimum standards and evidence/documentation requirements may be found on **Attachment L**.

Criteria	Points
Financial Stability	10
Vended Meal Capabilities	25
K-12 Experience in NSLP	10
References	10
Healthy Food Standards	15
Cost	30
Total	100

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:

<u>Section</u>	<u>Title</u>
1.	Cover Letter
2.	Table of Contents
3.	Attachments Checklist (Attachment A)
4.	Minimum Qualifications (Attachment B)
5.	Proposal Questionnaire (Attachment C)
6.	Respondent References (Attachment D)
7.	Fee Proposal (Attachment E)
8.	Certifications (Attachment F-I)
9.	Sample Menu (Attachment J-K)
10.	Buy American Provision (Attachment M)

1. 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 e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- 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.

2. Table of Contents

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

3. Attachments Checklist

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

4. Minimum Qualifications

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

5. Proposal Questionnaire

The Proposal Questionnaire (Attachment C) 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.

6. Respondent References

Respondents must provide three references on the Respondent References form (Attachment D). 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.

7. Fee Proposal

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

8. Certifications

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

9. Sample Menu

The Respondent must submit a sample menu (Attachment J).

10. Buy American Provision

The Respondent must complete the Buy American Provision Certification (Attachment M) and return them with the proposal package.

Attachment A

Attachments Checklist

Respondent Company Name

Please complete this checklist to confirm that the required attachments listed below are 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 documents must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

<u>Section</u>	<u>Title</u>
1. _____	Cover Letter
2. _____	Table of Contents
3. _____	Attachments Checklist
4. _____	Minimum Qualifications
5. _____	Proposal Questionnaire
6. _____	Respondent References
7. _____	Fee Proposal
8. _____	Certifications
9. _____	Sample Menu
10. _____	Buy American Provision

Attachment B

Minimum Qualifications

A Respondent 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 proposal.

As of January 1st 2023 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 food service programs.
Yes _____ No _____
2. The Respondent has the resources and ability to provide 134,460 meals per fiscal year.
Yes _____ No _____
3. The Respondent has knowledge and experience with the National School Lunch Program/School Breakfast Program.
Yes _____ No _____
4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.
Yes _____ No _____
5. The Respondent is licensed to do business in the state of California.
Yes _____ No _____
6. The Respondent has obtained all necessary permits, including a health permit, as required by the California Retail Food Code.
Yes _____ No _____

Attachment C

Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses to no more than two 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 C, 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 meals and related services as described in this 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 SFAs that have discontinued or terminated your company's services in the last three 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 one (1) year agreement.
7. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment D

Respondent References

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

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

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

Attachment E

Fee Proposal

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

COST PER MEAL

Note: Prices must **not** include values for USDA Foods and must include all meal program equipment.

MEAL	UNITS¹	RATE²	TOTAL³
NSLP/SSO Breakfast	25,700	\$	\$
NSLP/SSO Lunch	108,720	\$	\$
AMS Snack	21,200	\$	\$
TOTAL		\$	\$

¹ To be completed by SFA

² All rates to be completed by bidder

³ To be completed by bidder - all totals must be carried out to the second decimal place and must not be rounded

⁴ The prospective vendor understands that this is a meal x rate contract. The vendor will not charge late fees, charge for meals delivered, supplies, etc and understands that this is a fixed-price contract and the price charged to the SFA cannot be changed during the school year. If the vendor chooses to renew the contract for subsequent years, the price charged to the SFA can be no more than the CPI for Food Away from Home for January in the year of renewal.

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

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

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

Attachment F

Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

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

1. LOBBYING

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Attachment G

Disclosure Of Lobbying Activities and Instructions

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

Approved by OMB
No. 0348-0046

<p>1. Type of Federal Action:</p> <p>a. Contract</p> <p>b. Grant</p> <p>c. Cooperative agreement</p> <p>d. Loan</p> <p>e. Loan guarantee</p> <p>f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application</p> <p>b. Initial Award</p> <p>c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing <input style="float: right;" type="checkbox"/></p> <p>b. Material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p><input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>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.</p>	<p>Signature:</p>	
	<p>Print Name:</p>	
	<p>Title:</p>	
	<p>Telephone No: ()</p>	<p>Date:</p>
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction</i> Standard Form (SF—LLL (Rev. 7-97)</p>

This document must be completed and signed regardless of whether the vendor participates in Lobbying Activities.

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 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 (OMB) 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 first 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, U.S. Department of Agriculture, Food and Nutrition Service.
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., 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 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 phone 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.

Attachment H

Debarment, Suspension, and Other Responsibility Matters

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

A. The contractor 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 applicant is unable to certify to any of the statements in this certification, he or she 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

Both the SFA and Vendor shall execute this Certificate of Independent Price Determination.

Name of Vendor

Name of SFA

- A. By submission of this offer, the offeror (Vendor) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 2. He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

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

Signature of 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.

Signature of SFA’s
Authorized Representative

Title

Date

Note: Accepting a Respondent’s offer does not constitute award of the contract.

Attachment J

Menu Specifications

Respondent must submit a twenty-one (21) day Breakfast and lunch menu for each age/grade group being served, based on the food specifications listed below.

SFA will examine the sample menu on three criteria: 1) meal nutrition; 2) meal variety; 3) menu compliant with USDA meal pattern requirements, state/federal portion sizes and nutritional values.

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, produce, dairy and meat.

Meal variety: SFA will examine whether Respondents provide a variety of exciting and interesting meals.

Meal Patterns and Dietary Specifications

The following meal patterns must be implemented in SY 2012-2013 for the NSLP, and phased-in the SBP as specified in the footnotes and regulatory text.

	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
Meal Pattern	Amount of Food^b Per Week (Minimum Per Day)					
Fruits (cups) ^{c, d}	5 (1)^e	5 (1)^e	5 (1)^e	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) ^{c, d}	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green ^f	0	0	0	½	½	½
Red Orange ^f	0	0	0	¾	¾	1 ¼
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	1 ½
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 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) (Interim Target 1A-Effective July 1, 2023)	≤540	≤600	≤640	≤1,110	≤1,225	≤1,280
<u>Trans fat</u>^{n, o}	Nutrition label or manufacturer specifications must indicate zero grams of <u>trans fat per serving</u>					

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

^b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^c One 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.

^d For 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).

^e The fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

^f Larger amounts of these vegetables may be served.

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

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

^l At least 80% of the grains offered must be whole grain-rich in the NSLP and SBP for the 2023-24 SY. From SY 2024-25 forward, 100% of grains must be whole grain.

^j In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

^k There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

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

^m The 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).

ⁿ Discretionary 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.

^o In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014).

Attachment K

SFA Healthy Food Standards

The SFA is issuing this bid with the priority of providing healthy meal options to students. In our commitment to providing students with the nutritious and healthy meals, we have set higher meal standards and expect the selected Vendor to meet these standards listed below. Vendor must be able to document compliance for these standards.

Food Component	USDA Standards-Breakfast July 2012	USDA Standards-Lunch July 2012	SFA Standards for all meals
Fruits	<ul style="list-style-type: none"> • Fresh, frozen without added sugar, canned in juice/light syrup, or dried fruit options • No more than half the offerings may be in the form of juice <ol style="list-style-type: none"> 1) 100% juice only 2) 1/4 cup dried fruit = 1/2 cup 	<ul style="list-style-type: none"> • Fresh, frozen without added sugar, canned in juice/light syrup, or dried fruit options • No more than half the offerings may be in the form of juice • 100% juice only • 1/4 cup dried fruit = 1/2 cup fruit • Fruit/vegetable separated into two components 	<ol style="list-style-type: none"> 1) Fresh or frozen (no additives). Fruits must be served at every lunch, no canned fruits allowed. 2) No juice can be served at lunch 3) Daily serving reflects variety over the week
Vegetables	No vegetable required	<ul style="list-style-type: none"> • Daily serving that reflects variety over the week • Fresh, frozen, and canned products <ul style="list-style-type: none"> - Dark green - Red/Orange - Starch - Other - Additional Vegetable - Legumes (can also be credited as meat alternative) 	<ol style="list-style-type: none"> 4) Fresh or frozen (no additives). Vegetables must be served at every lunch, no canned vegetables allowed 5) A daily vegetarian entrée option must be provided if the entree is not vegetarian

Grain	<ul style="list-style-type: none"> Schools must offer the daily and weekly serving ranges of grains (min and Max) All grains offered must be whole grain-rich (SY2014-15) <i>“Whole grain-rich” must be at least 50 percent whole grains</i> Grains should meet at least one of the following: <ul style="list-style-type: none"> -Whole grains per-serving must be ≥ 8g (IOM) -Must have FDA’s whole grain health claim on packaging -Whole grain must be first in product ingredient list 	<ul style="list-style-type: none"> Schools must offer the daily and weekly serving ranges of grains (min and Max) All grains offered must be whole grain-rich (SY2014-15) <i>“Whole grain-rich” must be at least 50 percent whole grains</i> Grains should meet at least one of the following: <ul style="list-style-type: none"> -Whole grains per-serving must be ≥ 8g (IOM) -Must have FDA’s whole grain health claim on packaging -Whole grain must be first in product ingredient list -Only 2 creditable grain-based desserts allowed a week. 	6) All grains served must meet both of the following: <ul style="list-style-type: none"> Whole grains per serving must be ≥ 8gm (IOM) Whole grain must be first in product ingredient list
Meats/Meat Alternates	Meat is not a required component	A variety of meat/meat alternates is encouraged Tofu and soy yogurt will be allowable as meat alternate	7) No mechanically separated meat 8) No animal by-products 9) Serving of processed meats with additives and fillers (e.g. sausage, meat patties) <u>must be limited to 2 times per week</u>
Cheese	No standard	No standard	10) No serving of processed cheese with additives and fillers (e.g. American cheese)
Fluid Milk	Allowable options 11) Fat free (unflavored/flavored) 12) Low-fat (unflavored)	Allowable options 14) Fat free (unflavored/flavored) 15) Low-fat (unflavored)	17) All milk served must be rBST and rBGH free (artificial growth hormone)

	13) Fat-free or low-fat (lactose-reduced/lactose-free) Must offer at least two choices	16) Fat-free or low-fat (lactose-reduced/lactose-free) Must offer at least two choices	free) as declared by manufacturer 18) Chocolate milk is acceptable
Saturated Fat	I. < 10 percent of total calories No total fat standard	< 10 percent of total calories No total fat standard	
Trans Fat 0g	0 grams = less than 0.5g serving Naturally occurring trans fat excluded (e.g. beef, lamb, dairy products)	0 grams = less than 0.5g serving Naturally occurring trans fat excluded (e.g. beef, lamb, dairy products)	19) No artificial trans fats or hydrogenated oils in ingredient lists
Calories	See Meal Patterns and Dietary Specifications above	See Meal Patterns and Dietary Specifications above	
Sodium	See Meal Patterns and Dietary Specifications above	See Meal Patterns and Dietary Specifications above	
Sugar	No standard	No standard	20) Only products with natural sugar are allowed 21) No foods with High Fructose Corn Syrup in the ingredient list are allowed
Cooking Method	No standard	No standard	22) No deep frying 23) Fresh, less processed food preparation methods are encouraged
Water	Water	No standard	24) Provision of water is not required

Competitive Foods	Competitive Foods	No standard	25) No competitive foods can be sold in the cafeteria or on school premises
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Attachment L

Evaluation Criteria

Criteria	Minimum Standard	Evidence/Document Requirement	Points
Financial Stability	Two years of profitable financial performance	Provide copies of company financial statements for past two years	10
Vended Meal Capabilities	Vendor demonstrates experience providing vended meals, has appropriate transportation in working order for meal deliveries Vendor should have a no-cost software program that allows SFA to make weekly meal orders efficiently.	Transportation plan, equipment inventory Sample menu ordering included in response. Narrative around meal ordering process.	25
K-12 Experience in the National School Lunch Program	A minimum of five (5) years in K-12 food service management, specifically National School Lunch Program	Documentation of experience as outlined in company history.	10
References	Vendor must provide at least three customer references. Contract renewal rate preferred	References will be contacted to assess the vendor's history in providing programs through NSLP; customer service, program management.	10
Healthy Food Standards	Vendor must be able to meet all healthy food standards outline in Attachment K with fresh meals delivered daily	Demonstration of ability to meet minimum requirements as well as, the performance in any taste tests.	15
Cost		Price per meal (lunch) clearly articulated in Attachment E	30
Total			100

Attachment M

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

AMERICAN INDIAN MODEL SCHOOLS

Buy American Provision (7 *CFR*, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

All **creditable** food products must comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d). **Note:** The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components, such as for spices, oils, or condiments.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product.

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The vendor must include all food products bid by the company that do not meet the definition of “domestic”.

This document must be signed and included as a part of the bid.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)

<input type="checkbox"/>	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
<input type="checkbox"/>	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below.

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
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	<p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR</p> <p><input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p>

	<p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p>

	<p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p>
	<p>This product includes % U.S. Content. The product is grown in</p> <p><input type="checkbox"/> The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR <input type="checkbox"/> The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ / Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ / Price of Non-Domestically Grown Product Per Unit</p>

Company Name:

Signature: _____

Title:

Date:

SFA Name: American Indian Model Schools

Approval: _____

Date:

Site Name	Location Address	Grades	Projected Enrollment	Estimated Daily Breakfast	Estimated Daily Lunch	Estimated Daily Breakfast Time	Estimated Daily Lunch Time	First Day of School	Last Day of School	Equipment
AIPCS	171 12 th St, Oakland, CA 94607	K-5th	245	3	95	7:30 am- 8:30 am	11am- 1pm			(1) Retherm Oven (1) DD Refrigerator
AIPCS II	171 12 th St, Oakland, CA 94607	6 th -8th	686	72	338	7:30 am- 8:30 am	11am- 1pm			(1) Retherm Oven (1) DD refrigerator
AIPHS	746 Grand Ave, Oakland, CA, 94610	9 th -12 th	438	68	171	7:50 am- 8:40 am	11:40am- 12:40 pm			(1) Retherm Oven (1) DD Refrigerator

Attachment N

School Site Data

Sites included in this proposal

*Information below is subject to change

- **Serving times may vary and are not yet finalized**

Attachment O

Attachment P

Required Contract Provisions

Assurance of Civil Rights Compliance

The program participant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C, 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, 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).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement* arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the program participant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA.

Appendix II 2 CFR 200

1. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Contract Termination for Convenience-The SFA reserves the right to terminate any contract at any time, for any reason, by giving 60 day notice in writing to the contractor. If the contract is terminated for convenience by the SFA, the contractor will be paid for all items received and for any work completed as of the date of termination. In this case, contract termination does not arise from any fault on the part of the vendor.

Contract Termination for Cause- Where the SFA has determined that the contractor is in default, the SFA reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered. The SFA reserves the right to terminate any contract at any time, for any reason, by providing the contractor with 60 day written notice.

Termination of a contract for cause includes but is not limited to, the following:

- a. Failure to deliver within the time specified in the contract
- b. Failure to meet quantity requirements
- c. Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition
- d. Misrepresentation by the contractor, administratively, contractually, or any other misrepresentation
- e. Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the SFA
- f. Conflict of contract provisions with constitutional or statutory provisions of state or federal law
- g. Any other breach of contract

2. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Required Contract Provisions from 2 CFR Part 200

1. **Procurement of recovered materials-** A non-Federal entity that is a state agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.323)

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

Affirmative steps will include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Link below may provide sources for Sponsors to find listings of minority and women's business enterprises.

Small Business Association List of federally-certified minority and woman-owned businesses:

<http://sba8a.com/>

Other Contract Provisions

1. The vendor shall comply with the following **civil rights laws**, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.

Attachment Q

Standards of Conduct

The School Food Authority must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Below is the standards of conduct that must be followed by the School Food Authority and employees participating in the procurement process on behalf of the School Food Authority.

In accordance with 2 CFR Part **§200.318**, the following standards of conduct must be followed by all officers, employees, or agents of the non-Federal entity herein named, (SPONSOR) _____ that are engaged in the selection, award and administration of contracts:

- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- Disciplinary actions shall be applied for violations of above standards by officers, employees, or agents, up to and including termination from the program
- Officers, employees, and agents shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, officers, employees, and agents shall make every

effort to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

- Officers, employees, and agents shall make every effort to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- Officers, employees, and agents shall make every effort to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- Officers, employees, and agents shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (See also **§200.213** *Suspension and debarment*)
- Officers, employees, and agents shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- Officers, employees, and agents shall use a time and materials type contract* only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

**Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:*
(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (See §200.319(J2) for further detail)

- Officers, employees, and agents of _____ (Sponsor), shall do the following:
 - Accept full responsibility, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.
 - Make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition, including procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, in accordance with **§200.324**

These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Attachment R

Procurement Standards of Conduct Certification Statement

I, _____ (Authorized Representative) for
_____ (Sponsor) hereby certifies the following:

- Officers, employees, and agents shall conduct all procurement transactions in a manner providing full and open competition consistent with the standards of **§200.319**, (inclusive of written procedures for procurement transactions that:
 - Ensure clear and accurate description of technical requirements for the material, product, or service to be procured
 - Identify all requirements which must be fulfilled by offerors and all factors to be used in the evaluation of bids and proposals
 - Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition
 - Ensure that potential bidders are not precluded from qualifying during the solicitation period
- Officers, employees, and agents shall conduct all procurement transaction, using one of the methods of procurement noted in **§200.320** (*micro-purchases, small purchase, sealed bids, competitive proposals, non-competitive proposals**)

****See §200.320(c) for listing of criteria that must be established in order to utilize non-competitive proposals***

- Officers, employees, and agents shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with **§200.321**.
- Officers, employees, and agents shall comply with the procurement of recovered materials, as specified in **§200.323**.

- Officers, employees, and agents shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications, in accordance with **§200.324**.
- Officers, employees, and agents shall ensure that the bonding requirements are followed, in accordance with **§200.326**
- Officers, employees, and agents shall ensure that the all contracts contain the applicable provisions described in Appendix II to Part 200, in accordance with **§200.327**
- Officers, employees, and agents shall comply with the retention requirements for records, in accordance with **§200.334**
- Officers, employees, and agents shall provide access to records, in accordance with **§200.337**
- Officers, employees, and agents shall adhere to the Cost Principles contained in Subpart E **§200.403 - §200.475**

Authorized Representative Signature

_____ Date

Attachment S
Final Contract

SFA Name

The complete contract includes all documents included by the SFA/Sponsor in the Request for Proposal/Contract, and all documents submitted by the vendor that have been mutually agreed upon by both parties (i.e., work sheets, and attachments).

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning (Date) _____, and ending (Date) _____, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the offeror and the school food authority (SFA).

The offerer certifies that all terms and conditions within the proposal 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 offeror 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.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

MEAL	ESTIMATED UNITS(1)	RATE(2)	TOTAL(3)
Reimbursable Lunch-School Food Service (SFS/SSO)			
Reimbursable Breakfasts (SFS/SSO)			
Reimbursable After-School Snack			
TOTAL ESTIMATED AMOUNT OF PROPOSAL			

¹ To be completed by SFA/Sponsor

² All rates to be completed by Vendor

³ To be completed by Vendor - all totals must be carried out to the second decimal place and must not be rounded

*No items sold to the SFA by the Vendor can be charged a rate other than the rates on this document

Name of the Vendor²

Street Address ²

City ²

State²

Zip Code²

By submission of this proposal, the offeror certifies that in the event the offeror receives an award under this solicitation, the Vendor shall operate in accordance with all current applicable state and federal regulations. The Vendor understands that they cannot charge any fees other than the meal cost as indicated above for the number of meals provided. The offeror also understands that this is a fixed-price contract and the price charged to the SFA cannot be changed during the school year. If the Vendor chooses to renew the contract for subsequent years, the price charged to the SFA can be no more than the CPI for Food Away from home. The specific CPI used will be the CPI for All Urban consumers as of January of the current year (rounded down to the nearest cent).

Date ²

Signature of FSMC's Authorized Representative ²

Title ²

ACCEPTANCE OF THE CONTRACT:

Name of School Food Authority ¹

Date ¹

Signature of Authorized SFA/Sponsor Representative ¹

Title¹