

ROSS VALLEY SCHOOL DISTRICT
Notice of Request for Proposals
for
Meal Vendor
RFP 07-17-18

Notice is hereby given that the **ROSS VALLEY SCHOOL DISTRICT** (hereinafter referred to as “**the District**”) is requesting proposals for a meal vendor (hereinafter referred to as **Respondents**) to provide meals to the District’s food service program. The Request for Proposal (RFP) documents may be downloaded from the District’s web-site **rossvalleyschools.org**. To request the RFP documents other than by web-site download, please contact Jennifer Wright at jwright@rossvalleyschools.org. Questions regarding the RFP shall be sent via e-mail and the District will provide answers to any questions or requests for clarifying information about the RFP before the proposals are due.

The District will require a Taste Test in May, 2018, the specific date and time will be scheduled with each Respondent. All Respondents must participate in the taste test to be considered.

Respondents must submit (1) unbound paper copy and one (1) copy in digital format (e.g., CD, DVD, flash drive, etc.) in a sealed package labeled and addressed as follows:

Ross Valley School District
Attn: Midge Hoffman, Chief Business Official
110 Shaw Drive
San Anselmo, CA 94960
RFP Number #07-17-18
Request for Proposal - Meal Vendor 2018-19

The District will accept all proposals received on or before **12:00 p.m. on April 30, 2018**. The District will not accept proposals that are received after the deadline.

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

REQUEST FOR PROPOSAL MEAL VENDOR

RFP #07-17-18

By



**ROSS VALLEY SCHOOL DISTRICT
110 Shaw Drive
San Anselmo, CA 94960**

**Request for Proposal
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Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a meal vendor that will provide the **ROSS VALLEY SCHOOL DISTRICT** (hereinafter referred to as “**the District**”) meals to their food service operation. The meal vendor will provide services to the District as described in the Scope of Work attached to the Form of Vended Meal Contract appended to this RFP.

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

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

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 District must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

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

To be competitive in this solicitation, the Respondent must:

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

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the District of the error in writing

and request clarification or a modification of the RFP. If the Respondent fails to notify the District of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

Schedule of Events

Board Meeting – RFP Approval	Thursday, January 11, 2018
Release of RFP	Friday, January 19, 2018
First Public Notice	Saturday, April 14, 2018
Second Public Notice	Tuesday, April 17, 2018
Deadline for Submission of Respondent Questions	Monday, April 23, 2018
Deadline for District Responses to Questions	Wednesday, April 25, 2018
Deadline for Submission of Proposals	Monday, April 30, 2018, 12:00 p.m.
District to Open Proposals	Monday, April 30, 2018, 12:15 p.m.
District Evaluation of Proposals	Commences Monday, April 30, 2018
Mandatory Taste Testing by District	May 2018, TBD
Board Meeting – Proposal Approval	Thursday, May 3, 2018
Anticipated Contract Award Date	Friday, May 4, 2018

The District will make every effort to adhere to the schedule. However, the District reserves the right to amend the schedule, as necessary, and will post a notice of said amendment on the District’s web-site **rossvalleyschools.org** and posted in the **Marin Independent Journal** (prior to receipt of RFP’s) and Respondents will be notified via e-mail (after receipt of RFP’s).

General Instructions for Respondents

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

10. Respondents may submit their questions regarding the information presented in this RFP to Jennifer Wright (jwright@rossvalleyschools.org), no later than **April 23, 2018 at 2 p.m.** The District will answer all questions received by the deadline in writing. This will be the sole process for asking and answering questions regarding this RFP. **Respondents may not contact District employees directly to ask questions.**

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

12. Respondents are required to participate in the taste test. The instructions for the taste test are provided on **Attachment A.**

13. Respondents shall submit one (1) unbound paper copy and one (1) copy in digital format (e.g., CD, DVD, flash drive, etc.).

a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."

b. The digital copy must be complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.

c. The sealed proposal envelopes must be marked with Respondent's name, labeled and addressed as follows:

Ross Valley School District
Attn: Midge Hoffman, Chief Business Official
110 Shaw Drive
San Anselmo, CA 94960
RFP Number #07-17-18
Request for Proposal - Meal Vendor 2018-19

Proposal Requirements

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

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

A. Cover Letter

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

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

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

9) The following certification:

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

B. Table of Contents

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

C. Minimum Qualifications

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

D. Proposal Questionnaire

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

E. Respondent References

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

F. Authorization Agreement

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

G. Fee Proposal

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

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

I. Certifications

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

Evaluation of Proposals

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

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

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

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

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

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

An error in the proposal may cause the District to reject that proposal; however, the District may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the District will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the District 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 District 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 points
Experience with National School Lunch Program.	25 points
Taste Test.	20 points
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the District'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 District's satisfaction.	35 points
The financial stability of the Respondent.	40 points
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of Districts served, client retention and satisfaction, and references.	20 points
Costs identified in Fee Proposal.	50 points
TOTAL MAXIMUM POINTS	200 points

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

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

Attachment A **Mandatory Taste Test**

Prospective Respondents may not contact any sites or employees outside of the scheduled visit. The District requests that Respondents do not take pictures during the taste test as the District has not obtained releases from parents, students, and employees. The District thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

1. For the taste test, samples, free of cost to the District, shall be delivered to:
 - White Hill Middle School, 101 Glen Drive, Fairfax, CA 94930, on May ____, 2018, by 11:00 a.m.
 - Hidden Valley Elementary School, 46 Green Valley Court, San Anselmo, CA 94960, on May ____, 2018, by 11:00 a.m.

2. Respondents must bring to each test site:
 - a. Four (4) sample complete lunch meals to each test site, including one (1) complete hot meal (e.g., ham sandwich/steam broccoli/fruit salad and turkey meatloaf/side salad/sliced peaches) which will be included in the vendor's regular menu rotation.
 - i. Samples must be plainly marked with name of Respondent, RFP number, and test site location.
 - ii. Samples must meet NSLP nutritional specifications and provided in sufficient quantity for five (5) adults to taste.
 - iii. Respondent shall provide the brand name of product(s), and the sample submitted shall be the exact product the Respondent proposes to furnish. Samples of the successful Respondent may be retained for comparison with deliveries under the contract.
 - b. Recipe, nutritional information and ingredients list for each sample meal submitted. This information must also be available as an electronic file.
 - c. Material Safety Data Sheets for each product which contains substances included on the list of hazardous substances published by the California Director Industrial Relations in the California Administrative Code, Title 8, Section 5194 (Hazard Communication).

3. District shall make the final decision as to whether the sample(s) equal to the submitted specifications and information. District reserves the right to reject any of the samples as not complying with these requirements.

Attachment B
Minimum Qualifications

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

As of January 1, 2017, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

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

Yes _____ No _____

2. The Respondent has the resources and ability to prepare and deliver at least 85,000 meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge and experience with National School Lunch 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 District with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two (2) pages per question, unless instructed otherwise**. Type each question in the same order as listed below.

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

Attachment D
Respondent References

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

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

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

Attachment E
Authorization Agreement

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

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

Meal Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date

Attachment F
Fee Proposal

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

Note: all costs are based on average daily participation of ___% at five (5) different sites.

COST PER MEAL

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

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

Attachment G
**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 District determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

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

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

Attachment H 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 b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application b. Initial Award c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing b. Material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <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>

Instructions for Completion of SF-LLL, Disclosure Of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," 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 I
Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

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

Signature(s) Date

Attachment J
Certificate of Independent Price Determination

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

ROSS VALLEY SCHOOL DISTRICT

 Name of Respondent/Meal Vendor

 Name of District

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

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

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

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

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

 Signature of Respondent/Vendor’s
 Authorized Representative

 Title

 Date

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

 Signature of District’s
 Authorized Representative

 Title

 Date

Exhibit 1
[PROPOSED FORM OF]
Vended Meals Contract
for the National School Lunch Program

This Agreement (“Agreement”) is entered into by and between the ROSS VALLEY SCHOOL DISTRICT herein after referred to as the “District” or School Food Authority (SFA), and _____, herein after referred to as the Vendor. The effective date of this Agreement is _____.

This Agreement sets forth the terms and conditions upon which the District retains the Vendor to provide meals for the District’s nonprofit and a la carte food service program, in accordance with the Scope of Work as shown in Appendix 1. Furthermore, this Agreement sets forth the terms and conditions upon which the District will purchase meals from the Vendor and the Vendor will provide meals for the District’s nonprofit food service program. The District and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

Schedule *List days of the week and times meals are required for delivery or pick up.*

SFA Contact Information		Vendor Contact Information	
Contact Person <i>First & Last Name</i>	Phone <i>Area Code/No.</i>	Contact Person <i>First & Last Name</i>	Phone <i>Area Code/No.</i>
Email Address	Fax <i>Area Code/No.</i>	Email Address	Fax <i>Area Code/No.</i>
Address <i>Street, City, State, Zip</i>		Address <i>Street, City, State, Zip</i>	

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods are used:

Breakfast	Adult Meal	Carton of Milk
Price Per Meal	Price Per Meal	Price Per Carton
<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not</i> Include Milk	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not</i> Include Milk	
Lunch		
Price Per Meal		
<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not</i> Include Milk		
Afterschool Snack		
Price Per Meal		
<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not</i> Include Milk		

A. AGREEMENT PERIOD

The initial agreement period shall be _____ to _____. Both parties agree to enter into this Agreement for one-year period with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of the District and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Annual Escalator Clause: Changes in the per-meal price may be considered by the District only at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. The District reserves the right to accept or reject any proposed price changes, in the best interest of the District. If the proposed per-meal price changes are accepted, they shall become effective on the first day of the contract renewal period.

Conditions for an annual escalator clause: The fixed per-meal price may be subject to an annual escalator as stipulated in this Agreement. Adjustment factors may include changes in third-party price indices from the Consumer Price Index (CPI); U.S. Bureau of Labor Statistics, Division of Consumer Prices and Price Indexes, PSB Suite 3130, 2 Massachusetts Avenue, NE Washington, DC 20212-0001; website at <http://www.bls.gov/cpi>. District will consider the lesser of the following two options either— 1) the average CPI (Food Away From Home) for the previous year or 2) three percent (3%).

B. THE VENDOR AGREES TO:

1. Invoice District for unitized meals in accordance with the number of meals requested.
2. Provide the District, for approval, a proposed cycle menu for the operational period, at least **21** operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after District approval must be approved by the District, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in **Appendix 1**, Minimum Food Specifications.
3. Maintain full and accurate records that document:
 - a. the menus were provided to the District during the term of this Agreement,
 - b. a listing of all components of each meal,
 - c. an itemization of the quantities of each component used to prepare said meal, and
 - d. providing the District with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.

5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for District. Meal count documentation must include the number of meals requested by the District.

6. Present to the District an invoice accompanied by reports which itemizes the previous month's meals no later than the _____ day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be delivered, are spoiled, or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the District the full amount of any meal overclaims which are attributable to the Vendor's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the District for any excess costs the District incurs by obtaining meals from another source.

7. Provide the District with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast

Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.

8. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.

9. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

10. Be paid by the District for all meals delivered in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor and the number of meals served by the District that are not eligible for reimbursement.

11. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.

12. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

C. THE DISTRICT AGREES TO:

1. Acquaint Vendor with District's current meal ordering process/system and assist in coordination of District's and Vendor's systems.

2. Ensure that a District representative is available at each site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal. The District assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the NSLP/SBP, and with local health and safety codes. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) no later than _____.

3. Notify the Vendor within ___ days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.

4. Provide the Vendor with information on how to access or a copy of the federal NSLP/SBP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP. The District will, within 24 hours of receipt from CDE, advise the Vendor of any changes in the food service requirements.

5. Pay the Vendor by the **within 30** days of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals in accordance with the Agreement. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared and the number of meals served by the District that are ineligible for reimbursement.

6. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.

7. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the District online contract for participation in NSLP.

D. TERMINATION

1. **Mutual Agreement Termination:** With mutual agreement of both parties to this Agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.

2. Non-Performance of Agreement and Termination:

a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

b. The District may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).

c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.

3. Termination for Convenience: The District may terminate this Agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.

4. Final Payments: Upon any termination of this Agreement, the District will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

E. STANDARD TERMS AND CONDITIONS

1. Terms and Conditions: Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.

2. Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded: Vendor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or <https://www.epls.gov/> agency. Vendor should consult Executive Orders 12549 and 12689. For additional information, Vendor should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefit. The Suspension and Debarment Certification, **Attachment I**, must be signed by an authorized person and attached to this Agreement.

3. State and Federally Required Contractual Provisions: Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of CDE and state and local boards of education, as applicable, when providing services under this Agreement.

4. Equal Employment Opportunity: Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

5. Labor and Civil Rights Laws: Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to 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 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

6. Clean Air Act and Energy Policy and Conservation Act: Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well

as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the District and to the relevant federal or state agency as appropriate.

7. Breach of this Agreement and Remedies: If Vendor fails to comply with any of the terms and conditions of this Agreement; the District has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the District has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by District of any rights or remedies for any breach by Vendor. District expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the District may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.

The remedies of the District is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

8. Indemnify and Hold Harmless: Vendor shall indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless the District and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Agreement.

- a. Vendor agrees to notify the District by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
- b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

9. Force Majeure: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

10. Waiver: No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.

11. Taxes: The District has tax-exempt status.

12. Buy American: Vendor will comply with the Buy American requirement, which dictates that Districts participating in the federal school meal programs are required to purchase domestic commodities and products for District meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).

13. Food Laws: Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. District may inspect Vendor's facilities and vehicles.

14. Food Recall: Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the District and assurance that unsafe products are identified and removed from

District sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

15. Biosecurity: Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service.

16. Lobbying Certification: The Vendor must sign the Lobbying Certification, **Attachment G**, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the Vendor has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities (**Attachment H**), or will complete and submit as required in accordance with its instructions.

17. Independent Price Determination Certification: The Vendor must sign Independent Price Determination Certificate, **Attachment J**, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.

18. Records: Vendor and District shall retain all required records for a period of three (3) years after District makes final payment and all other pending matters are closed included any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the District, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the District, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.

19. Duty to Protect: Vendors shall perform a criminal background check on any of the Vendors employees that will be working at the District and disclose results to the District.

20. Insurance: Vendors shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in California. A Certificate of Insurance of the Vendor's insurance coverage indicating these amounts must be submitted at the time of the award. Complete the information below based on the Vendor's Certificate of Insurance:

- a. Comprehensive General Liability—includes coverage for:
 - 1) Premises—Operations
 - 2) Products—Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury—_____ Combined Single Limit
- b. Automobile Liability—_____ Combined Single Unit
- c. Workers' Compensation-Statutory; Employer's Liability—_____
- d. Excess Umbrella Liability—_____ Combined Single Unit
- e. The District shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The Vendor must provide a waiver of subrogation in favor of the District for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
- f. The insurance company insuring the Vendor shall provide for notice to the District of cancellation of insurance policies 30 days before such cancellation is to take effect.

F. GENERAL ASSURANCES

1. Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties.

2. Sole Agreement. This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

4. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.

5. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. CDE is not a party to any contractual relationship between a District and a Vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by a District or Vendor based on this Agreement template. CDE's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement.

SCHOOL FOOD AUTHORITY / VENDOR SIGNATURES	
Name of School Food Authority's Authorized Representative	Title
Signature of School Food Authority's Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>
Name of Vendor's Authorized Representative	Title
Signature of Vendor's Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>

Appendix 1

Minimum Food Specifications

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

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

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

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

Fruits and Vegetables

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

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings meeting USDA breakfast and lunch requirements, as applicable

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs published in January 2012 or later, if amended. Vendor is responsible for compliance if standards are modified.

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	¾ (¾)	¾ (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
Trans fat ^{n,o}	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.					

^a In 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).

^b Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is ⅓ 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 requirement for the SBP (5 cups/week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-15).

^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 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).

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

ⁱ At 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).

^j In 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.

EXHIBIT 2
SCOPE OF WORK
VENDED MEALS

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

GENERAL VENDOR RESPONSIBILITIES

a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.

b. The vendor shall process lunch orders placed by parents or the District.

c. Vendor shall deliver meals to location(s) at times specified by District.

d. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.

e. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.

f. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.

g. Vendor shall provide to District a monthly menu covering the meals to be served for the following month, no later than one (1) week prior to the end of each month.

h. When requested by the District, the Vendor shall provide District with sack lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.

i. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the District and make said records available for inspection by the District, the CDE, and the USDA, upon request.

j. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.

GENERAL DISTRICT RESPONSIBILITIES

a. The District 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 District must authorize any deviations from the approved menu cycle.

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

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

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

EQUIPMENT

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

b. The vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the District, complete maintenance, repair, and replacement services for all vendor-owned property and equipment, if any.

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

PACKAGING REQUIREMENTS

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

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

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

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

DELIVERY REQUIREMENTS

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

b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The District 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 District-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.

f. The District reserves the right to inspect and determine the quality of food delivered. The District 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 District will not pay for deliveries made later than the regularly scheduled lunch or breakfast periods as listed below, or as otherwise stated in this Agreement.

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

Schools included in this Bid

**Information below is subject to change*

- BROOKSIDE ELEMENTARY SCHOOL
- HIDDEN VALLEY ELEMENTARY SCHOOL
- MANOR ELEMENTARY SCHOOL
- WADE THOMAS ELEMENTARY SCHOOL
- WHITE HILL MIDDLE SCHOOL

Exhibit 3
Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR* parts 225 and 230 as applicable.

All costs are based on the average daily participation of ___% of _____ students in the district and ___ number of school days.

Cost per Meal

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

LINE ITEM	UNITS*	RATE	TOTAL
Lunch		\$	\$
Snacks		\$	\$
<u>Child and Adult Care Food Program Supper</u>		\$	\$
TOTAL		\$	\$

*Units to be provided by District