



Marin County Office of Education

**Request for Proposal
For
2022-2023 Fixed Price Vended Meals**

**Marin County Office of Education's
Walker Creek Ranch Outdoor School and Conference Center**

**Procuring the Services of a
Food Service Vendor to Provide Vended Meals***

***Note: A proposal for this service may be submitted in addition to or independent of a proposal for food service and management contract.**

November 2022

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Notice of Request for Proposals
Food Service VENDOR
RFP MCOE23.WCR002

Notice is hereby given that the MARIN COUNTY OFFICE OF EDUCATION (hereinafter referred to as the school food authority , or **SFA**) is requesting proposals for a vendor (hereinafter referred to as **Respondent[s]**) to assist with the SFA’s food service program at the Walker Creek Ranch Outdoor School and Conference Facility located at 1700 Marshall-Petaluma Rd, Petaluma, CA 94952.

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

The Request for Proposal (RFP) documents are available at:

- MARIN COUNTY OFFICE OF EDUCATION Web site at <https://www.marinschools.org/page/6514> **AND**
- WALKER CREEK RANCH Web site at <https://www.walkercreekranch.org/>

To request the RFP documents by email, postal mail, or fax, please contact:

MARIN COUNTY OFFICE OF EDUCATION – WALKER CREEK RANCH
email PMCLAUGHLIN@MARINSCHOOLS.ORG
Postal Mail PO BOX 4925, SAN RAFAEL, CA 94913-4925
fax (415) 663-8854

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

Respondents must submit written proposals in a sealed package labeled:

“Proposal - Respondent MCOE23.WCR002
For Fixed Price Vended Meals
Addressed to the SFA at *Marin County Office of Education,*
1111 Las Gallinas Avenue, San Rafael, CA 94903
ATTN: Patrick McLaughlin

The SFA will accept all sealed proposals received on or before **Thursday, December 1, 2022 by 4:30 P.M.** The SFA will not accept proposals that are received after the deadline. The SFA will open proposals on | **Friday, December 2, 2022 at 8:00 A.M.**

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to the Marin County Board of Education at a regularly scheduled meeting.



MARIN COUNTY OFFICE OF EDUCATION

**REQUEST FOR PROPOSAL
RESPONDENT'S
Cover Page**

CONTACT INFORMATION

MCOE23.WCR002

by

MARIN COUNTY OFFICE OF EDUCATION – WALKER CREEK RANCH

FIXED PRICE VENDED MEALS FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Patrick McLaughlin, Ranch Manager

MARIN COUNTY OFFICE OF EDUCATION

1111 LAS GALLINAS AVENUE, SAN RAFAEL, CA 94903

PMCLAUGHLIN@MARINSCHOOLS.ORG

415.491.6600



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Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed price vended meals contract with a vendor (VENDOR) that will provide Marin County Office of Education's Walker Creek Ranch Outdoor School and Conference Center (hereinafter referred to as the school food authority [SFA]) with vended meals (meals prepared off site and boxed, bagged and/or trayed and delivered to Walker Creek Ranch on a mutually agreed upon schedule) for their food service operation. The VENDOR will provide vended meal services to the SFA as described in the Scope of Work for the Outdoor School ([Attachment L](#)) and Conference Center ([Attachment M](#)). Walker Creek Ranch has adequate refrigeration and storage facilities.

All RFP's received will be reviewed initially for purposes of determining compliance with Education Code sections 45103.1

A VENDOR may submit a proposal for one (1) Walker Creek Ranch program (Outdoor School or Conference Center). It is noted that the SFA prefers a single VENDOR for both programs and scoring in the evaluation process reflects this preference (See Evaluation of Proposals). That said, if a VENDOR is interested in one aspect of our food service program and believes it can successfully meet that specific program's need, they are encouraged to submit a proposal.

Background Information

Walker Creek Ranch Outdoor School provides three (3)-, four (4)-, and five (5)-day residential Outdoor School programs that include lodging accommodations and food service to participating schools from throughout the Bay Area. Standardized menus, that meet applicable nutritional requirements, are designed for each program length. The Outdoor School program calendar mirrors the traditional school year, running from September through early June with breaks for holidays, winter recess (generally the last two (2) weeks of December), and summer. The meal service for these programs provides food for students, participating teachers, cabin leaders, outdoor education support staff, and other adults. In general, participating teachers, cabin leaders and outdoor education staff increase meal numbers by approximately 20%.

After a two (2) year program closure resulting from the COVID-19 pandemic, Walker Creek Ranch plans to reopen its Outdoor School program in January 2023. The Spring 2023 Outdoor School calendar is expected to serve nearly 2,700 students from Tuesday January 17 through Wednesday June 7, 2023 and consists of:

- 19 weeks of four (4)-day outdoor school programs (nine (9) meals for approximately 150 total guests per week) typically Monday Dinner through Thursday Lunch
- Two (2) weeks of three (3)-day outdoor school programs (six (6) meals for approximately 130 total guests per week) typically Monday Dinner through Wednesday Lunch

During the last three (3) years leading up to the pandemic (2016-17, 2017-18, 2018-19), Walker Creek Ranch served an average of 4,400 students over 32 weeks of program. Program length

during this time was basically split evenly between four (4)-day (9 meals per week) and five (5)-day (12 meals per week) programs.

Walker Creek Ranch Conference Center offers facility use and food service to event groups outside the Outdoor School program dates. The Conference Center is available throughout the year, except during the last two (2) weeks of December (winter break) and is generally contracted on weekends, holidays and during the summer. In the past, the Conference Center offered fixed-cost meals for breakfast, lunch and dinner with options for customized menus and specialized food services at an additional cost.

Currently, Walker Creek Ranch has 32 conference groups calendared between January through May 2023. Group sizes range from 20-200, with an average group size of 90. Walker Creek Ranch receives inquiries for additional Spring 2023 bookings on a weekly basis, and the Summer 2023 calendar is filling quickly.

See [Exhibit 1](#) for the Walker Creek Ranch Outdoor School and Conference Center projected number of meals for Spring 2022. (based on current bookings).

The SFA's food service goals are to:

1. Provide fresh, wholesome, healthy, and high-quality food options for students and guests. Ideally food is locally sourced and organic when possible.
2. Meet all requirements specific to the National School Lunch Program (NSLP) and School Breakfast Program (SBP) for outdoor school program, while accommodating any special dietary needs and food restrictions. (Title 7, *Code of Federal Regulations* program [7 CFR, sections 210.10 and 220.8, if applicable].
3. Increase Outdoor School and Conference Center group participation by world-class customer service, strong business practices, professionalism, and wholesome food.
4. Maintain affordable food prices for student and adult groups participating in Walker Creek Ranch programs while maintaining a financially viable food service program.

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 CFR), Section 200.319(a)(1-7) and California Education Code section 45103.1(a)(6). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

1. The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
2. The SFA released this RFP to benefit the SFA and not the Respondents.
3. Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements,

as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.

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

The above four (4) points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

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

To be competitive in this solicitation, the Respondent must:

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

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



**Schedule of Events
For
RFP # MCOE23.WCR002**

Board Meeting – RFP Approval	Tuesday, November 8, 2022
Release of RFP	Wednesday, November 9, 2022
First Public Notice	Friday, November 11, 2022
Second Public Notice	Friday, November 18, 2022
Respondent Question Submission Deadline	Tuesday, November 22, 2022
SFA Provides Answers	Monday, November 28, 2022
Deadline for Submission of Sealed Proposal	Thursday, December 1, 2022 by 4:30 P.M.
Proposals Opened	Friday, December 2, 2022 at 8:00 A.M.
Proposals Evaluated	Friday, December 2, 2022 at 8:00 A.M.
Board Meeting – Proposal Approval	Tuesday, December 13, 2022
Anticipated Contract Award Date	Tuesday, January 3, 2023

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <https://www.marinschools.org/page/6514> and <https://www.walkercreekranch.org>

All interested Respondents are invited to attend a Site Tour. Attendance at the site tour is optional.

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals. All proposals must actually be received by SFA's designee no later than December 1, 2022 at 4:30pm.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.
4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. The Respondent shall include sample menus for all programs to be served.
8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on <https://www.marinschools.org/page/6514> and <https://www.walkercreekranch.org/>. SFA will notify Respondents so they can obtain any addenda from the SFA's web site, or request it by email, postal mail or fax.

10. The SFA reserves the right to reject all proposals for any or no reason. If the costs of all proposals are excessive, the SFA is not required to award a contract.
11. The SFA will not consider more than one (1) 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 (1) proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
12. The SFA will not consider a joint proposal submitted by two (2) or more entities.
13. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
14. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
17. Respondents may submit their questions regarding the information presented in this RFP to *Patrick McLaughlin* in writing by postal mail at P O Box 4925, San Rafael, CA 94913, email at *pmclaughlin@marinschools.org*, or fax at 415.663.8854, no later than *Tuesday, November 22, 2022*. The SFA will answer all questions received by the deadline in writing at <https://www.marinschools.org/page/6514> AND <https://www.walkercreekranch.org/> without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such

negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.

20. Interested Respondents are invited to inspect the SFA's premises prior to submitting a proposal. The site tour is optional. The inspection of premises will occur during two (2) Site Tours on Monday November 21, 2022, from 10:00 A.M. to 12:00 P.M. or 2:00 P.M. to 4:00 P.M.

21. Respondents shall submit five (5) paper copies and one (1) copy in digital format (e.g. via email, 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 Respondent must ensure the digital copy is 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 legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

Proposal—VENDOR

[Enter VENDOR Name Submitting RFP]

MCOE23.WCR002

PROPOSAL FOR FIXED PRICE VENDED MEAL *VENDOR*

MARIN COUNTY OFFICE OF EDUCATION

PATRICK MCLAUGHLIN

1111 LAS GALLINAS AVENUE

SAN RAFAEL, CA 94903

Proposal Requirements

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

Section 1 - Administrative Requirements

A. Cover Letter

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

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

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

B. Table of Contents

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

Section 2 – Required Attachments

A. Attachment Checklist

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

B. Minimum Qualifications

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

C. VENDOR Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on [Attachment D](#)).

D. Proposal Questionnaire

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

E. Respondent References

Respondents must provide three references on the Respondent References form ([Attachment F](#)). The SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

F. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement ([Attachment G](#)) and return it with the proposal package.

G. Fee Proposal

The Respondent must complete the Fee Proposal ([Attachment H](#) and/or [Attachment H-1](#)) and return it with the proposal package.

H. Certifications

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

I. Certificate of Independent Price Determination

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

J. Sample Menus

The Respondent must submit sample menus ([Attachment K](#)) for all programs to be served for the proposal package.

Evaluation of Proposals

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

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

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Cost	25
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	10
Experience with School Breakfast and National School Lunch Programs, and consideration of providing meals that qualify for these programs for the Outdoor School meals	15
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's vended meal food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	20
The financial stability of the Respondent.	10
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	15
The respondent is proposing to provide vended meal food service for both Outdoor School and Conference Center programs	5
TOTAL POINTS	100

The SFA will score and rank selected proposals by assigning a score between zero (0) and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A: Attachments Checklist

Respondent Company Name

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

Attachment	Attachment Name
_____ A	Attachments Checklist
_____ B	Site Tour Participation
_____ C	Minimum Qualifications
_____ D	VENDOR Professional Standards (If VENDOR proposal includes meals qualifying for the National School Lunch and School Breakfast Programs).
_____ E	Proposal Questionnaire
_____ F	Respondent References
_____ G	Authorization Agreement
_____ H	Vended Meals Fee Proposal
_____ I	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
_____ J	Certificate of Independent Price Determination
_____ K	Sample Menus

Attachment B: Site Tour Participation

An optional Site Tour is available, but not required and includes an escorted two (2)-hour tour.

- The Site Tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- Please identify which site tour you participated in (if applicable)

OUR SCHEDULE

Monday November 21, 2022

Tour begins at 10:00 A.M.

Where: 1700 Marshall-Petaluma Road, Petaluma, CA 94952

Monday November 21, 2022

Second Site Tour begins at 2:00 P.M.

Where: 1700 Marshall-Petaluma Road, Petaluma, CA 94952

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment C: 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 December 1, 2022 both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least three (3) years of experience with food service programs.

Yes _____ No _____

2. The Respondent has the resources and ability to provide 120,000 compliant meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge of and the ability to comply with the National School Lunch and School Breakfast Program rules and regulations.

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 _____

Attachment D: Vendor Professional Standards

(If VENDOR proposal includes meals qualifying for the National School Lunch and School Breakfast Programs).

VENDOR Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the “Final Rule,” establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director.** The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
2. **School Nutrition Program Manager.** The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
3. **School Nutrition Program Staff.** School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by a VENDOR providing meals that meet National School Lunch and School Breakfast Program requirements. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to VENDOR staff performing any of the duties described above, if VENDOR proposal includes meals qualifying for the National School Lunch and School Breakfast Programs.

Although it is not anticipated that the VENDOR would have staff required to be working within the school district property, if proposal includes some requirement to do so, the VENDOR shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30, which can be viewed at the following web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The SFA shall ensure that all staff the VENDOR proposes for placement meet the minimum professional standards.
- For any VENDOR staff who may be required to be on school district property, the VENDOR shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The VENDOR shall remove from the SFA premises any staff who fail to take the required annual training.

Attachment E: 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 (2) pages per question, unless instructed otherwise. Type each answer 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 food service management services (consulting, food purchase, etc.), and related services as described in this RFP, including experience providing meals compliant with National School Lunch or School Breakfast Program if applicable. In addition, provide the duration and extent of experience the company has with similar SFA contracts. .
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 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 level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three (3) years of operation.
7. Provide a description of promotional and marketing materials you will use to attract students and guests to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment F: Respondent References

List three (3) references to which the Respondent has provided vended meals 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 G: Authorization Agreement

Request for Proposal for Fixed Price Vended Meals
RFP Number: MCOE23.WCR001

We, *[Enter VENDOR Name]*, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for 90 days.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Marin County Office of Education.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Marin County Office of Education.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

VENDOR Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment H: Vended Meal Costs Proposal – Outdoor School

The numbers below are based on an average of 5,280 students and guests served annually prior to the 2020 pandemic closure. Sample five (5)-Day and four (4)- Day Outdoor Education Menus are shown below. The Outdoor School Food Service Scope is outlined in [Attachment L](#).

SAMPLE Five (5) Day Outdoor School Menu

Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast				
Certified Menu	<ul style="list-style-type: none"> • French Toast • Pork Sausage • Butter & Syrup 	<ul style="list-style-type: none"> • Scrambled Eggs • Breakfast Potatoes • Buttermilk Biscuits & Jam 	<ul style="list-style-type: none"> • Honey Wheat Pancakes • Pork Sausage • Butter & Syrup 	<ul style="list-style-type: none"> • Cereal and Milk • Banana Bread • Hard Boiled Eggs
Lunch				
<ul style="list-style-type: none"> • Sun Butter & Jelly Sandwich • Available at all meals 	<ul style="list-style-type: none"> • Cheese Quesadilla • Black Beans • Salsa 	<ul style="list-style-type: none"> • Sweet & Sour Chicken • Brown Rice 	<ul style="list-style-type: none"> • Grilled Cheese • Vegetable Soup • Brown Rice 	
Dinner				
<ul style="list-style-type: none"> • Pasta w/ Marinara (Beef) • Garlic Focaccia Bread • Broccoli • Caesar Salad • Fruit Cobbler 	<ul style="list-style-type: none"> • Oven Roaster Chicken • Mashed Potatoes & Gravy • Mixed Vegetables • Brownies 	<ul style="list-style-type: none"> • Soft Tacos (Turkey) • Spanish Rice & Refried Beans • Cheese & Salsa • Corn • Orange Cake 	<ul style="list-style-type: none"> • Cheese Pizza • Peperoni Pizza • Veggie Pizza • Caesar Salad • Fruit Crisp 	

All Meals include (unless otherwise noted):

- Breakfast: Oatmeal, Granola, Brown sugar, Fruit, Yogurt, Raisins, Cereal, Orange Juice, Milk, and Coffee
- Lunch: Green Salad, Water and Fruit
- Dinner: Green Salad, Water and Coffee

Attachment G: Vended Meal Costs Proposal- Outdoor School (continued)

SAMPLE Four (4) Day Outdoor School Menu:

Monday	Tuesday	Wednesday	Thursday
Breakfast			
Certified Menu	<ul style="list-style-type: none"> • Scrambled Eggs • Breakfast Potatoes • Buttermilk Biscuits & Jam 	<ul style="list-style-type: none"> • Buttermilk Pancakes • Pork Sausage • Butter & Syrup 	<ul style="list-style-type: none"> • Cereal and Milk • Banana Bread • Hard Boiled Eggs
Lunch			
<ul style="list-style-type: none"> • Sun butter & Jelly Sandwich • Available at all meals 	<ul style="list-style-type: none"> • Grilled Cheese • Vegetable Sour • W/ Chicken & Rice 	<ul style="list-style-type: none"> • Sweet & Sour Chicken • Brown Rice 	<ul style="list-style-type: none"> • Turkey Dog • Veggie Dog • Tater Tots
Dinner			
<ul style="list-style-type: none"> • Pasta w/ Marinara (Beef) • Garlic Focaccia Bread • Caesar Salad • Fruit Cobbler 	<ul style="list-style-type: none"> • Tacos (Turkey) • Rice (Long Grain) & Red Beans • Hard Shells, Cheese & Salsa • Brownie 	<ul style="list-style-type: none"> • Cheese Pizza • Peperoni Pizza • Caesar Salad • Fruit Crisp 	

All Meals include (unless otherwise noted):

- Breakfast: Oatmeal, Granola, Brown Sugar, Fruit, Yogurt, Raisins, Cereal, Orange Juice, Milk, and Coffee
- Lunch: Green Salad, Water and Fruit
- Dinner: Green Salad, Water and Coffee

Attachment H: Vended Meal Costs Proposal – Outdoor School (continued)

Note: Current outdoor school bookings as of November 4, 2022 reflect a total of 9,530 Breakfasts, Lunches, and Dinners being served over a 20 week period from January 17 through June 6, 2023 (an average of 476 of each meal per week, or 159 of each meal per day). Each week may vary.

COST PER MEAL			
Respondent Instructions:			
<p>a Provide the cost per meal; base all food costs for sample menus (or the like) shown in Attachment K.</p> <p>a Prices must not include values for donated foods and must include all meal programs applicable.</p>			
Day 1 (Dinner Only)	2. UNITS	3. RATE	4. TOTAL
Snacks		\$	\$
Dinner		\$	\$
TOTAL		\$	\$
Day 2 (3 meals + Snack)			
Breakfast			
Lunch			
Snacks			
Dinner			
TOTAL			
Day 3 (3 meals + snack)			
Breakfast			
Lunch			
Snacks			
Dinner			
TOTAL			
Item 4 (Breakfast and Lunch)			
Breakfast			
Lunch			
TOTAL			

Attachment H-1: Vended Meal Costs Proposal - Conference Center

Numbers below are based on average of total conference meals served during 2017, 2018, and 2019. It is noted that conference groups range from 25 guests to 225 guests, depending on the event, and are served on days the outdoor school is not in session (i.e., weekends, holidays, and summer months). Groups are more often adults and menu options are typically a higher-level cuisine than the outdoor school. Sample Menus are shown below. The Conference Food Service Scope is outlined in [Attachment M](#).

Sample 1: Three (3) Day Conference Menu

	Friday	Saturday	Sunday
		40	40
Breakfast		<ul style="list-style-type: none"> • Buttermilk Pancakes • Mixed Berry Compote • Veggie Sausage • Hard Boiled Eggs 	<ul style="list-style-type: none"> • Spinach & Feta Cheese Frittatas • Potatoes O'Brien • Chicken Apple Sausage • Croissants & Jam
		80	80
Lunch		<ul style="list-style-type: none"> • Steak Fajitas • Veggie Fajitas • Seasoned Pinto Beans & Saffron Rice • Chips, Salsa & Guacamole • Vegetarian Chili & Salad Bar 	<ul style="list-style-type: none"> • Assorted Pizza • Corn Salad • Lentil Soup • Salad Bar
	40	80	
Dinner	<ul style="list-style-type: none"> • Veggie Lasagna • Seasoned Green Beans • Garlic Bread • Strawberry Crisp • Fresh Whipped Cream 	<ul style="list-style-type: none"> • Chicken Stir Fry • Veggie / Tempeh Stir Fry • Udon Noodles • Asian Mushroom Soup • Iced lemon Poppy Seed Cake 	

All Meals include (unless otherwise noted):

- Breakfast: Oatmeal, Granola, Brown sugar, Fruit, Yogurt, Raisins, Cereal, Orange Juice, Milk and Coffee
- Lunch: Salad Bar Fruit, Cookies, and Lemonade
- Dinner: Salad Bar, Dessert, Iced Tea and Coffee

Attachment H-1: Vended Meal Costs Proposal - Conference Center (continued)

Sample 2: Four (4) Day Conference Menu

Friday (11/1)	Saturday (11/2)	Sunday (11/3)	Monday (11/4)
Breakfast			
<p>Water on tables for all meals</p> <p>Milk, tea and lemonade in large containers at "beverage station"</p>	<ul style="list-style-type: none"> • Scrambled eggs w/ Chilies & Onion • (Plain eggs available in Kitchen) • Tofu Scramble • Turkey Sausage • Potatoes O'Brien • Fresh Baked Croissants 	<ul style="list-style-type: none"> • French Toast • (Gluten Free French Toast) • w/ Apple Cinnamon Compote • Chicken Pepper Sausage • Hard Boiled Eggs 	<ul style="list-style-type: none"> • Scrambled eggs w/ Ham & Cheddar Cheese • (Plain eggs available in Kitchen) • Quinoa Scramble • Fruit Salad • Potatoes O'Brien • Buttermilk Biscuits
Lunch			
<ul style="list-style-type: none"> • Grilled Beef Burgers • Veggie Burgers • Sliced Onions, Tomatoes & Lettuce • Pickles & Cheese • Sweet Potato Fries • Baked Beans (Vegetarian) 	<ul style="list-style-type: none"> • Soup, Salad & Sandwich Bar • Ham, Turkey, Tuna & Cheese • Sliced Onion, Tomatoes & Pickles • Kettle Chips & Pasta Salad • Corn & Potato Chowder 	<ul style="list-style-type: none"> • Baked Potato Bar • Fresh Baked Russet Potatoes • Turkey Chili • Veggie Chili • Sour Cream, Onion & Cheese • Steamed Broccoli • Sweet Cornbread 	<ul style="list-style-type: none"> • Three Cheese Tortellini • w/ Cream Pesto & Grilled Sausage • (Gluten Free Pasta, Vegetarian Sausage) • Garlic & Onion Focaccia • Tomato Basil Soup
Dinner			
<ul style="list-style-type: none"> • Chicken Marsala • (Chickpea & Quinoa Fritters) • Buttered Noodles • Seasoned Green Beans • WCR Sourdough • Pumpkin Cheesecake Bars 	<ul style="list-style-type: none"> • Grilled Salmon w/ Mango Salsa • (Veggie Kabobs) • Roasted Brussel sprouts • Wild Rice Pilaf • Warm Flat Bread • Pineapple Upside Down Cake 	<ul style="list-style-type: none"> • Beef Short Ribs • (Vegetable Stew) • Mashed Potatoes & Gravy • Roasted Carrots • WCR Sourdough • Blueberry Crisp with Whipped Cream 	

All Meals include (unless otherwise noted):

- Breakfast: Oatmeal, Brown sugar, Fruit, Yogurt, Raisins, Cereal, Cottage Cheese, Orange Juice, Milk and Coffee
- Lunch: Salad Bar Fruit, Cookies, Lemonade and Water
- Dinner: Salad Bar, Iced Tea, Water and Coffee

**Attachment H-1: Vended Meal Costs Proposal Conference Center Cost Breakdown
(continued)**

Note: Current Conference Center bookings as of November 4, 2022 reflect a total of 11,977 Conference meals being served from January through June of 2023, 4,703 Breakfasts, 3,007 Lunches, and 4,267 Dinners, primarily over weekends, with significant variation from week to week ranging from 30-200 per meal. For the cost per meal proposal below assume 85 guests from Friday Dinner through Monday Breakfast for 85 guests.

COST PER MEAL			
Respondent Instructions:			
<p>a Provide the cost per meal; base all food costs for sample menus (or the like) shown in Attachment K.</p> <p>a Prices must not include values for donated foods and must include all meal programs applicable.</p>			
Friday (3 meals + snack)	2. UNITS	3. RATE	4. TOTAL
Breakfast		\$	\$
Lunch		\$	\$
Snacks		\$	\$
Dinner		\$	\$
TOTAL		\$	\$
Saturday (3 meals + snack)			
Breakfast			
Lunch			
Snacks			
Dinner			
TOTAL			
Sunday (3 meals + snack)			
Breakfast			
Lunch			
Snacks			
Dinner			
TOTAL			
Monday (assume Breakfast Only)			
Breakfast			
Lunch			
Snacks			
Dinner			
TOTAL			

Attachment I: Certification Regarding Lobbying

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

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

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

Organization:

Street address:

City, State, Zip:

Certified by: (type or print)

Title

Signature

Date

I. Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	<p>3. Report Type:</p> <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <p>_____ Prime _____ Sub awardee</p> <p>Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, 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, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>:</p> <p>\$</p>	
<p>10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></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: Print Name: Title: Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - 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 Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “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, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

II. Debarment, Suspension, and Other Responsibility Matters

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

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

Contractor/Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Attachment J: Certificate of Independent Price Determination

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

Name of Respondent	

- A. By submission of this offer, the offeror (Respondent/VENDOR) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently without, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

- B. Each signature on the offer is considered to be a certification by the signatory that the signatory:
1. Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
 2. (i) Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.

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

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

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

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

Signature of VENDOR’s Authorized Representative	Title	Date

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

Attachment K: Sample Menus
Please attach to your Proposal

Attachment L: Outdoor School Program ~ Scope of Services

VENDOR will

- Provide fixed price meals for breakfast, lunch and dinner; snacks are optional
- Is familiar with the National School Lunch Program (NSLP) and
- Has the following qualifications:
 - Provide fresh, nutritious, tasty, and visually appealing meals.
 - Provide fresh fruit and/or vegetables with every meal.
 - Provide low fat or nonfat milk with each meal.
 - Provide appropriate utensils and napkins as needed for the meals.
 - Provide consistent quality control.
 - Provide nutrition advocacy.
 - Provide responsible and responsive account management.
 - Has previous experience working with multiple school sites.
 - NSLP compliant meals/snacks (all meals must be eligible for state and federal reimbursement).
 - NSLP menu recordkeeping and planning necessary to receive reimbursements.
 - Be familiar with State and Federal regulations pertaining to operations in a school setting.
 - Comply with all state, county and city health and sanitation requirements.
 - SFA reserves the right to inspect VENDOR's facilities at any time during the contract period.
 - Has valid certifications and insurance documents.

VENDOR will provide the following food qualifications:

- Provide fresh vegetables with every lunch.
- Provide fresh fruit with every breakfast and lunch. No canned/frozen fruits.
- No partially or fully hydrogenated oils.
- No artificial trans fats.
- No deep fried foods.
- No overly processed foods.
- No high fructose corn syrup.
- No artificial colors, flavors or sweeteners.
- No MSG.
- Foods with little or no added sugar.
- No sodium nitrates and nitrites in meat.
- No animal by-products.
- No mechanically separated meats (aka "pink slime").

VENDOR will deliver meals on a mutually agreed upon schedule, with deliveries at least once weekly prior to scheduled meal service hours

- Outdoor School Office Hours of Operation: 8:00a.m.. to 5:00 p.m.,
- Breakfast Served from 8:00 am to 9:00 am
- Lunch Served from 12:00 pm to 1:00 pm
- Snacks Served at 3:00 pm
- Dinner Served: 5:00 PM – 6:00 pm

Attachment M: Conference Center ~ Scope of Services

VENDOR will

- Provide / create an Event Menu Design using healthy and fresh ingredients at a fixed price for breakfast, lunch and dinner with standard drink and snack options.
- Has the following qualifications:
 - Provide fresh, nutritious, tasty, and visually appealing meals.
 - Provide fresh fruit and/or vegetables with every meal.
 - Provide low fat or nonfat milk with each meal.
 - Provide appropriate utensils and napkins as needed for the meals.
 - Provide consistent quality control.
 - Provide nutrition advocacy.
 - Provide responsible and responsive account management.
 - Has previous experience working with multiple client groups.
 - Comply with all state, county and city health and sanitation requirements.
 - SFA reserves the right to inspect VENDOR's facilities at any time during the contract period.
 - Has valid certifications and insurance documents.

VENDOR will provide the following food qualifications:

- Provide fresh vegetables with every lunch.
- Provide fresh fruit with every breakfast and lunch. No canned/frozen fruits.
- No partially or fully hydrogenated oils.
- No artificial trans fats.
- No deep fried foods.
- No overly processed foods.
- No high fructose corn syrup.
- No artificial colors, flavors or sweeteners.
- No MSG.
- Foods with little or no added sugar.
- No sodium nitrates and nitrites in meat.
- No animal by-products.
- No mechanically separated meats (aka "pink slime").

VENDOR will deliver meals prior to scheduled meal service on a mutually agreed upon schedule, with deliveries at least once weekly prior to scheduled meal service hours

- Conference Center Office Hours of Operation: 8:00a.m.. to 5:00 p.m.,
- Breakfast Served from 8:00 am to 9:00 am
- Lunch Served from 12:00pm to 1:00 pm
- Snacks Served at 3:00 pm or 8:00pm
- Dinner Served: 6:00 – 7:00 pm

Exhibit 1: Walker Creek Ranch Meal Number Projections – Spring 2023

	OE Break	OE Lunch	OE Snack	OE Dinner	Conf. Break	Conf. Lunch	Conf. Dinner
Sun, Jan 1, 23							
Mon, Jan 2, 23							
Tue, Jan 3, 23							
Wed, Jan 4, 23							
Thu, Jan 5, 23							
Fri, Jan 6, 23							
Sat, Jan 7, 23							
Sun, Jan 8, 23							
Mon, Jan 9, 23							
Tue, Jan 10, 23							
Wed, Jan 11, 23							
Thu, Jan 12, 23							
Fri, Jan 13, 23							210
Sat, Jan 14, 23					210	10	
Sun, Jan 15, 23					210		
Mon, Jan 16, 23							
Tue, Jan 17, 23			147	147			
Wed, Jan 18, 23	147	147	147	147			
Thu, Jan 19, 23	147	147	147	147			
Fri, Jan 20, 23	147	147					85
Sat, Jan 21, 23					85	85	85
Sun, Jan 22, 23					85		
Mon, Jan 23, 23			150	153			
Tue, Jan 24, 23	153	153	150	153			
Wed, Jan 25, 23	153	153	150	153			
Thu, Jan 26, 23	153	153					25
Fri, Jan 27, 23					25	25	43
Sat, Jan 28, 23					43	43	43
Sun, Jan 29, 23					43	25	
Mon, Jan 30, 23			150	157			
Tue, Jan 31, 23	157	157	150	157			
Wed, Feb 1, 23	157	157	150	157			
Thu, Feb 2, 23	157	157					
Fri, Feb 3, 23							24
Sat, Feb 4, 23					24	24	24
Sun, Feb 5, 23							
Mon, Feb 6, 23			150	154			
Tue, Feb 7, 23	154	154	150	154			
Wed, Feb 8, 23	154	154	150	154			
Thu, Feb 9, 23	154	154					
Fri, Feb 10, 23							
Sat, Feb 11, 23					225	225	225
Sun, Feb 12, 23					225		
Mon, Feb 13, 23							

Exhibit 1: Walker Creek Ranch Meal Number Projections – Spring 2023 (continued)

	OE Break	OE Lunch	OE Snack	OE Dinner	Conf. Break	Conf. Lunch	Conf. Dinner
Tue, Feb 14, 23			150	178			
Wed, Feb 15, 23	178	178	150	178			
Thu, Feb 16, 23	178	178	150	178			
Fri, Feb 17, 23	178	178					40
Sat, Feb 18, 23					40	40	40
Sun, Feb 19, 23					40		
Mon, Feb 20, 23							
Tue, Feb 21, 23							
Wed, Feb 22, 23							
Thu, Feb 23, 23							
Fri, Feb 24, 23							40
Sat, Feb 25, 23					40	40	40
Sun, Feb 26, 23					40		
Mon, Feb 27, 23			150	169			
Tue, Feb 28, 23	169	169	150	169			
Wed, Mar 1, 23	169	169	150	169			
Thu, Mar 2, 23	169	169					90
Fri, Mar 3, 23					90	90	45
Sat, Mar 4, 23					45	45	75
Sun, Mar 5, 23							
Mon, Mar 6, 23			150	171			
Tue, Mar 7, 23	171	171	150	171			
Wed, Mar 8, 23	171	171	150	171			
Thu, Mar 9, 23	171	171					
Fri, Mar 10, 23							50
Sat, Mar 11, 23					50	50	50
Sun, Mar 12, 23					50	137	
Mon, Mar 13, 23			150	175			
Tue, Mar 14, 23	175	175	150	175			
Wed, Mar 15, 23	175	175	150	175			
Thu, Mar 16, 23	175	175					
Fri, Mar 17, 23							34
Sat, Mar 18, 23					34	34	34
Sun, Mar 19, 23					34	34	
Mon, Mar 20, 23			150	171			
Tue, Mar 21, 23	171	171	150	171			
Wed, Mar 22, 23	171	171	150	171			
Thu, Mar 23, 23	171	171					
Fri, Mar 24, 23							40
Sat, Mar 25, 23					40	40	40
Sun, Mar 26, 23					40		
Mon, Mar 27, 23			150	155			
Tue, Mar 28, 23	155	155	150	155			
Wed, Mar 29, 23	155	155	150	155			

Exhibit 1: Walker Creek Ranch Meal Number Projections – Spring 2023 (continued)

	OE Break	OE Lunch	OE Snack	OE Dinner	Conf. Break	Conf. Lunch	Conf. Dinner
Thu, Mar 30, 23	155	155					
Fri, Mar 31, 23							125
Sat, Apr 1, 23					125	125	125
Sun, Apr 2, 23					125		
Mon, Apr 3, 23			150	151			
Tue, Apr 4, 23	151	151	150	151			
Wed, Apr 5, 23	151	151	150	151			
Thu, Apr 6, 23	151	151					
Fri, Apr 7, 23							
Sat, Apr 8, 23							
Sun, Apr 9, 23							
Mon, Apr 10, 23			150	184			
Tue, Apr 11, 23	184	184	150	184			
Wed, Apr 12, 23	184	184	150	184			
Thu, Apr 13, 23	184	184				20	200
Fri, Apr 14, 23					200	200	200
Sat, Apr 15, 23					200	200	200
Sun, Apr 16, 23					200		
Mon, Apr 17, 23			150	152			
Tue, Apr 18, 23	152	152	150	152			
Wed, Apr 19, 23	152	152	150	152			
Thu, Apr 20, 23	152	152					
Fri, Apr 21, 23							60
Sat, Apr 22, 23					60	140	140
Sun, Apr 23, 23					140		
Mon, Apr 24, 23			150	156			
Tue, Apr 25, 23	156	156	150	156			
Wed, Apr 26, 23	156	156	150	156			
Thu, Apr 27, 23	156	156					
Fri, Apr 28, 23							50
Sat, Apr 29, 23					50	50	90
Sun, Apr 30, 23					90		
Mon, May 1, 23			150	170			
Tue, May 2, 23	170	170	150	170			
Wed, May 3, 23	170	170	150	170			
Thu, May 4, 23	170	170					
Fri, May 5, 23							15
Sat, May 6, 23					115	115	115
Sun, May 7, 23					115		
Mon, May 8, 23			150	158			
Tue, May 9, 23	158	158	150	158			
Wed, May 10, 23	158	158	150	158			
Thu, May 11, 23	158	158					55
Fri, May 12, 23					55		200

Exhibit 1: Walker Creek Ranch Meal Number Projections – Spring 2023 (continued)

	OE Break	OE Lunch	OE Snack	OE Dinner	Conf. Break	Conf. Lunch	Conf. Dinner
Sat, May 13, 23					200	200	200
Sun, May 14, 23					200	200	
Mon, May 15, 23			150	156			
Tue, May 16, 23	156	156	150	156			
Wed, May 17, 23	156	156	150	156			
Thu, May 18, 23	156	156					
Fri, May 19, 23							40
Sat, May 20, 23					40	40	40
Sun, May 21, 23					40	40	
Mon, May 22, 23			150	158			
Tue, May 23, 23	158	158	150	158			
Wed, May 24, 23	158	158	150	158			
Thu, May 25, 23	158	158					
Fri, May 26, 23							30
Sat, May 27, 23					30	30	30
Sun, May 28, 23					30	30	30
Mon, May 29, 23					30		
Tue, May 30, 23			150	167			
Wed, May 31, 23	167	167	150	167			
Thu, Jun 1, 23	167	167	150	167			
Fri, Jun 2, 23	167	167					
Sat, Jun 3, 23							
Sun, Jun 4, 23							
Mon, Jun 5, 23			150	142			
Tue, Jun 6, 23	142	142	150	142			
Wed, Jun 7, 23	142	142					
Thu, Jun 8, 23							
Fri, Jun 9, 23							70
Sat, Jun 10, 23					70	70	70
Sun, Jun 11, 23					70		
Mon, Jun 12, 23							
Tue, Jun 13, 23							
Wed, Jun 14, 23							
Thu, Jun 15, 23							
Fri, Jun 16, 23							65
Sat, Jun 17, 23					65	65	65
Sun, Jun 18, 23					65		40
Mon, Jun 19, 23					40	40	40
Tue, Jun 20, 23					40	40	40
Wed, Jun 21, 23					40	40	40
Thu, Jun 22, 23					40	40	40
Fri, Jun 23, 23					40	40	35
Sat, Jun 24, 23					35	35	35
Sun, Jun 25, 23					35		

Exhibit 1: Walker Creek Ranch Meal Number Projections – Spring 2023 (continued)

	OE Break	OE Lunch	OE Snack	OE Dinner	Conf. Break	Conf. Lunch	Conf. Dinner
Mon, Jun 26, 23							100
Tue, Jun 27, 23					100	100	100
Wed, Jun 28, 23					100	100	100
Thu, Jun 29, 23					100	100	100
Fri, Jun 30, 23					100		
Sat, Jul 1, 23							
Totals	9530	9530	8841	9530	4703	3007	4267
	28,590				11,977		



Exhibit 2: Model Fixed-Price Contract
Vended Meal Service Program

MARIN COUNTY OFFICE OF EDUCATION
WALKER CREEK RANCH OUTDOOR SCHOOL AND CONFERENCE CENTER

VENDED MEALS FOOD SERVICE PROGRAM

1700 Marshall-Petaluma Road, Petaluma, CA 94952

[415.491.6600]

Model Fixed Price Vended Meals Contract

for the National School Lunch and/or School Breakfast Program(s)

Introduction

This Agreement ("Agreement") is entered into by and between _____ herein after referred to as the 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 SFA retains the VENDOR to provide meals for the SFA's nonprofit and a la carte food service program, in accordance with the Scope of Work as shown in Exhibit A____. Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will purchase meals from the VENDOR and the VENDOR will provide meals for the SFA's nonprofit food service program. The SFA 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 Include Milk</i>	<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>	
Lunch		
Price Per Meal		
<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>		
Afterschool Snack		
Price Per Meal		
<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>		
Dinner		
Price Per Meal		
<input type="checkbox"/> Includes Milk <input type="checkbox"/> <i>Will Not Include Milk</i>		

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 SFA 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 SFA only at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. The SFA reserves the right to accept or reject any proposed price changes, in the best interest of the SFA. 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>. SFA 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 SFA for unitized meals in accordance with the number of meals requested.
2. Provide the SFA, for approval, a proposed cycle menu for the operational period, at least __ operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA, 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.
3. Maintain full and accurate records that document:
 - a. the menus were provided to the SFA 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 SFA 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 and _____ the SFA. Meal count documentation must include the number of meals requested by the SFA.
6. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within __days of the scheduled delivery time.

7. Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals _____ the SFA 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 _____ the SFA, are spoiled, or unwholesome at the time of _____ the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The VENDOR shall pay the SFA 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 SFA for any excess costs the SFA incurs by obtaining meals from another source.
8. Provide the SFA 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.
9. 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.
10. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
11. Be paid by the SFA for all meals _____ the SFA 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 for _____ the SFA and the number of meals served by the SFA that are not eligible for reimbursement.
12. 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.
13. Provide access, with or without notice, to all of the VENDOR's facilities for purposes of inspection and audit.

C. The SFA Agrees to:

1. Request by telephone no later than ____, an accurate number of meals to be _____ the SFA each day. Notify the VENDOR of necessary increases/decreases in the number of meals ordered within __ hours of the scheduled __ time. Errors in meal orders shall be the responsibility of the SFA making the error.
2. Ensure that a SFA 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 SFA. The SFA 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 SFA 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 ____ day 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 _____. SFA 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 SFA 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. Be responsible for loss or damage to equipment owned by the VENDOR while in the possession of the SFA.
8. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the SFA online contract for participation in NSLP.

E. 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 SFA 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 SFA 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 SFA will pay for all meals received up to the effective date of termination. The VENDOR shall submit all required reports and other information.

F. 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 A, 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 SFA 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 SFA 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 SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed

a waiver by SFA of any rights or remedies for any breach by VENDOR. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA 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 SFA 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 SFA, its directors, officers, employees, and agents from and against 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 VENDOR'S 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 SFA 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 SFA 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 SFA has tax-exempt status.
12. **Buy American:** VENDOR will comply with the Buy American requirement, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA 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. SFA 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 SFA and assurance that unsafe products are identified and

removed from SFA 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 B, which was attached as an addendum to this Agreement and which is incorporated and made a part of this Agreement. If applicable, the VENDOR will also complete and submit Standard Form-LLL, Disclosure of Lobbying in accordance with its instructions included.
17. **Independent Price Determination Certification:** The VENDOR must sign Independent Price Determination Certificate, Attachment C, which was attached as an addendum to the Agreement and which is incorporated herein by reference and made a part of this Agreement.
18. The VENDOR shall comply with all other pertinent state and federal laws.
19. **Records:** VENDOR and SFA shall retain all required records for a period of three (3) years after SFA 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 SFA, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, 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.
20. **Duty to Protect:** VENDORS shall perform a criminal background check on any of the VENDORS employees that will be working at the SFA and disclose results to the SFA.
21. **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. See Exhibit C for Insurance Requirements
 - b. The SFA 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 SFA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
 - c. The insurance company insuring the VENDOR shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

G. 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 SFA and a VENDOR. CDE is not obligated, liable, or responsible for any action or inaction taken by a SFA 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.

H. Signatures

ORGANIZATION (SFA) FOOD AUTHORITY / VENDOR SIGNATURES	
Name of SFA’S Food Authority’s Authorized Representative	Title
Signature of School Food Authority’s Authorized Representative	Date Signed
Name of VENDOR’s Authorized Representative	Title
Signature of VENDOR’s Authorized Representative	Date Signed

Exhibit A – Scope of Work

To be completed by SFA and VENDOR

Exhibit B - Schedule of Fees

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

TBD BASED ON AWARDED VENDOR

Cost per Vended Meal for the Outdoor School

Note: Prices must **not** include values for donated foods,
and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	9,530	\$	\$
Lunch	9,530	\$	\$
Snacks	9,530	\$	\$
Dinner	9,530	\$	\$
TOTAL		\$	\$

*Unit provided by SFA reflect current estimates as of November 4, 2022, and may vary.

Cost per Vended Meal for the Conference Center

Note: Prices must **not** include values for donated foods,
and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	4,703	\$	\$
Lunch	3,007	\$	\$
Snacks	2,500	\$	\$
Dinner	4,267	\$	\$
TOTAL		\$	\$

**Unit provided by SFA reflect current estimates as of November 4, 2022, and may vary.

Exhibit C - Insurance Requirements

SFA shall not provide insurance coverage of any kind for VENDOR or VENDOR's employees or contract personnel. VENDOR will assume all liability for equipment and personnel used with the scope of this Agreement

VENDOR shall obtain and require all sub-lessees (if applicable) to maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this Contract. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Contract. Should VENDOR maintain insurance policies with broader coverage and limits of liability that exceed these minimums, those broader coverages and higher limits shall be deemed to apply for the benefit of SFA and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Contract.

1. **Commercial General Liability (GL) and Products** using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per Occurrence, \$2,000,000 General Aggregate and \$1,000,000; Products Completed Operations Aggregate for bodily injury, personal injury, and property damage.
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - i. Aggregate Limit per Location;
 - ii. The SFA, its Board, officers, agents, volunteers and employees shall be included as Additional Insureds either by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - iii. A Waiver of Subrogation endorsement in favor of the SFA, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - iv. A Primary, Non-contributory endorsement in favor of SFA, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".
2. **Automobile Liability**, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000 per Accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsements:
 - i. Broadened Pollution Coverage Endorsement;
 - ii. The SFA, its Board, officers, agents, volunteers and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - iii. A Waiver of Subrogation endorsement in favor of the SFA, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - iv. A Primary, Non-contributory endorsement in favor of the SFA, its Board, officers, agents, volunteers, and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".

3. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation including statutory coverage as required by the State of California and including Employer's Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
 - a. The Workers' Compensation coverage shall include the following endorsement:
 - i. A Waiver of Subrogation endorsement in favor of the SFA, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - b. If VENDOR is using a Professional Employer Organization or any other type of staffing company to lease employees, Transporter must notify and seek approval from the Risk Management Department of the SFA prior to the execution of this Contract.

4. **Umbrella or Excess Liability** coverage with limits not less than \$1,000,000 excess over the Commercial General Liability, Automobile Liability and Employer's Liability.
 - a. The Umbrella or Excess Liability coverage shall include the following endorsements:
 - i. All endorsements required under Paragraphs **1.**, **2.**, and **3.** above;
 - b. Should the use of SFA facilities by VENDOR involve any interaction with children, including but not limited to SFA students, VENDOR shall provide specific coverage for Abuse or Molestation with limits not less than \$1,000,000 per occurrence either by separate policy or by an endorsement to VENDOR's Commercial General Liability coverage.
 - c. Should any of the insurance policies contain either a deductible or self-insured retention, the VENDOR shall be responsible to pay that deductible or self-insured retention and the SFA shall not be responsible to pay these costs. Notwithstanding the above, and this shall in no way alleviate VENDOR's responsibility to pay such deductible or retention, nor limit, alter or amend the requirements that VENDOR shall to the fullest allowable by law, indemnify, defend and hold harmless the SFA, VENDOR shall ensure that all policies shall recognize the erosion of the retention or deductible from other sources.
 - d. SFA reserves all rights, including the right to require a lower retention than presented by the SFA. If such lower retention cannot be obtained in the market, than the SFA reserves the rights to inspect any and all financial statements of the VENDOR, and require further financial guarantees or assurances if any information calls into question the VENDOR's ability to pay.
 - e. Should any required insurance policies be cancelled, non-renewed or if the VENDOR fails to renew, VENDOR shall provide notice of such cancellation, non-renewal or failure to renew immediately to the SFA within 30 days, except in the event of non-payment where such notice shall be provided with 10 days.
 - f. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII, unless otherwise acceptable to the SFA.
 - g. SFA shall have the right to modify any and all indemnity and insurance requirements based on evaluation of the risk.
 - h. Certificates of Insurance Coverage shall be filed by VENDOR with the SFA evidencing all of the insurance coverages required in this section at the time this Contract is executed. The certificates must have all required endorsements attached or the Certificate will be rejected

as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by VENDOR. The SFA reserves the right to require complete, certified copies of all required insurance policies, at any time.

- i. Acceptance of any certificate of insurance or endorsement shall in no way limit any indemnity, hold harmless or defense obligation, nor specifically shall it limit any liability, or obligation.

5. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the VENDOR’s profession.

TYPE OF COVERAGE	MINIMUM REQUIREMENT INDIVIDUAL SETTING
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence - Combined Single Limit (CSL)	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000
Umbrella Liability	\$ 1,000,000 per Occurrence

6. **Proof of Carriage of Insurance.** The VENDOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the SFA and approved by the SFA. Certificates and insurance policies shall include the following:

- A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the SFA, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
- Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- An endorsement stating that the SFA and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by SFA.
- All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

Attachment A: Debarment, Suspension, and Other Responsibility Matters

California Department of Education
PRU 11

Nutrition Services Division
December 2019

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. 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;
 - 3. 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
 - 4. 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 participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award #, Contract #, or Project Name

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

Signature

Date

Attachment B: Certification Regarding Lobbying

California Department of Education
PRU 12

Procurement Resources Unit
December 2019

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

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

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

Organization: _____
Street address: _____
City, State, Zip: _____

CERTIFIED BY: (type or print) _____

TITLE: _____

(Signature)

(Date)

Approved by OMB 0348-0046

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For material change only: Year _____ quarter ____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Sub awardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, 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, <i>if applicable</i>: _____</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 <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></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>Authorized for Local Reproduction Standard Form - 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 Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "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, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Attachment C: Certification of Independent Price Determination

California Department of Education
PRU 13

Nutrition Services Division
December 2019

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

Name of FSC

Name of SFA

- A. By submission of this offer, the offeror (FSC) 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 bid proposal opening in 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 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 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 FSC’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.