



Marin County Office of Education

**Request for Proposal
and
Model Fixed-price Contract**

for

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

**Procuring the Services of a
Food Service and Management Company**

November 2022

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Notice of Request for Proposals
Food Service Management Company
RFP MCOE23.WCR001

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 food service management company (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.

The SFA will hold two (2) **Site Tours** of the SFA facilities on:

Monday, November 21, 2022 from 10:00 A.M. to 12:00 P.M. **AND** 2:00 P.M. to 4 P.M.
Location: 1700 Marshall-Petaluma Road, Petaluma, CA 94952

Respondents must submit written proposals in a sealed package labeled:

"Proposal - Food Service Management Company MCOE23.WCR001
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 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 **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
FOOD SERVICE MANAGEMENT COMPANY
Cover Page**

CONTACT INFORMATION

MCOE23.WCR001

by

MARIN COUNTY OFFICE OF EDUCATION – WALKER CREEK RANCH

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



**REQUEST FOR PROPOSAL
TABLE OF CONTENTS**

INTRODUCTION/PURPOSE OF SOLICITATION 7

SCHEDULE OF EVENTS10

GENERAL INSTRUCTIONS FOR RESPONDENTS11

PROPOSAL REQUIREMENTS.....14

EVALUATION OF PROPOSALS.....17

ATTACHMENT A: ATTACHMENTS CHECKLIST.....18

ATTACHMENT B: SITE TOUR PARTICIPATION.....19

ATTACHMENT C: MINIMUM QUALIFICATIONS20

ATTACHMENT D: FSMC PROFESSIONAL STANDARDS.....21

ATTACHMENT E: PROPOSAL QUESTIONNAIRE.....22

ATTACHMENT F: RESPONDENT REFERENCES.....23

ATTACHMENT G: AUTHORIZATION AGREEMENT.....24

ATTACHMENT H: FEE PROPOSAL – OUTDOOR SCHOOL25

- Attachment H: Fee Proposal – Outdoor School Cost Breakdown (continued)..... 27

ATTACHMENT H-1: FEE PROPOSAL- CONFERENCE CENTER28

- Attachment H-1: Fee Proposal - Conference Center Cost Breakdown (continued) 30

ATTACHMENT I: CERTIFICATION REGARDING LOBBYING31

- I. Disclosure of Lobbying Activities 32
- II. Debarment, Suspension, and Other Responsibility Matters 35

ATTACHMENT J: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION36

ATTACHMENT K: SAMPLE MENUS.....	37
ATTACHMENT L: OUTDOOR SCHOOL PROGRAM ~ SCOPE OF SERVICES	38
ATTACHMENT M: CONFERENCE CENTER ~ SCOPE OF SERVICES	40
ATTACHMENT N: DINING ROOM ROLES AND RESPONSIBILITIES	42
EXHIBIT 1: MODEL FIXED-PRICE CONTRACT.....	1
CONTRACT SUMMARY	2
MODEL FIXED-PRICE CONTRACT	3
I. Introduction	3
II. General Terms and Conditions	3
III. Food Service Program.....	11
IV. Buy American Requirements	12
V. U.S. Department of Agriculture Foods.....	13
VI. Food Service Management Company Employees	15
VII. Books and Records	17
VII. Monitoring and Compliance	18
VIII. Equipment, Facilities, Inventory, and Storage	18
VIII. Certifications	19
IX. Insurance.....	20
X. Termination	20
XI. Exhibit A: Scope of Work for Outdoor School	21
XII. Exhibit A-1: Conference Center ~ Scope of Services	23
XIII. Exhibit A-2: Dining Room Roles and Responsibilities	25
XIV. Exhibit B - Schedule of Fees	30
XV. Exhibit C - Insurance Requirements	31

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service and management company (FSMC) 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 food service and management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work for the Outdoor School ([Attachment L](#)) and Conference Center ([Attachment M](#)).

All RFP's received will be reviewed initially for purposes of determining compliance with Education Code sections 45103.1 and 45103.5.

A FSMC may submit a proposal for one Walker Creek Ranch program (Outdoor School or Conference Center). It is noted that the SFA prefers a single FSMC for both programs and scoring in the evaluation process reflects this preference (See Evaluation of Proposals). That said, if a FSMC 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
- One (1) week of three (3)-day outdoor school programs (six (6) meals for approximately 130 total guests per week)

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) week of December (winter break) and is generally contracted on weekends, holidays and during the summer. The Conference Center offers 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 June 2023. Group sizes range from 20-200, with an average group size of 70. Walker Creek Ranch receives inquiries for additional Spring 2023 bookings on a weekly basis, and the Summer 2023 calendar is filling quickly.

In 2017-18 and 2018-19 the conference center served between 80-90 conference groups per year. Food sales and cost per meal are shown below.

- 2017-18: \$608,161.58 (B: \$12, L: \$14.35, D: \$19)
- 2018-19: \$688,131.18 (B: \$12.50, L: \$14.75, D: \$19.75)

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 FSMCs 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.WCR001**

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
Site Tours	Monday, November 21, 2022 from 10:00 A.M. to 12:00 P.M. & 2:00 P.M. to 4:00 P.M.
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 strongly encouraged to attend a Site Tour. The SFA will decrease scores of proposals from Respondents that did not attend ([Attachment B](#)).

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 by 4:30 P.M.* 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 encouraged to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. 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—Food Service Management Company

[Enter FSMC Name Submitting RFP]

MCOE23.WCR001

PROPOSAL FOR *FOOD SERVICE MANAGEMENT COMPANY*

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. Tour

Two (2) site tours will be offered on Monday November 21, 2022. The site tour schedule (as listed in [Attachment B](#)) includes inspection of the kitchen, dining area, outside storage, and outside walk-in refrigerator and freezer. Prospective Respondents may not contact Walker Creek Ranch or employees outside of the scheduled visit.

C. Minimum Qualifications

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

D. FSMC 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](#)).

E. 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.

F. 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.

G. Authorization Agreement

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

H. Fee Proposal

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

I. Certifications

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

J. Certificate of Independent Price Determination

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

K. 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.	10
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	20
The financial stability of the Respondent.	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
Participated in a site tour	5
The respondent is proposing to provide 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	FSMC Professional Standards
_____ E	Proposal Questionnaire
_____ F	Respondent References
_____ G	Authorization Agreement
_____ H	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

The Site Tour will include 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 the National School Lunch and School Breakfast Programs.

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: FSMC Professional Standards

FSMC 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 an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC 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 FSMC proposes for placement meet the minimum professional standards.
- The FSMC 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 FSMC shall remove from the SFA premises any staff who fail to take the required annual training.
- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards and meet fingerprint requirements (see model contract VII (H)).

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. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last 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 references to which the Respondent has provided food service management services within the past five (5) years.

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

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

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

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

Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company
RFP Number: MCOE23.WCR001

We, *[Enter FSMC 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.

FSMC 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: Fee 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 H: Fee 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: Fee Proposal – Outdoor School Cost Breakdown (continued)

COST BREAKDOWN		
Respondent Instructions		
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs.		
⇒ Provide the cost per meal; base all food costs for sample menus (or the like) shown in Attachment K		
⇒ Clearly identify all costs		
Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>	Annual Cost
1.		\$
2.		\$
3.		\$
4.		\$
Sub Total		\$
Personnel Costs		Annual Cost
5.	Management Fee Per Meal	\$
6.	Consultant Fee Per Meal	\$
Sub Total		\$
GRAND TOTAL		\$

COST PER MEAL			
Respondent Instructions:			
⇒ Provide the cost per meal; base all food costs for sample menus (or the like) shown in Attachment K .			
⇒ Prices must not include values for donated foods and must include all meal programs applicable.			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	18,480	\$	\$
Lunch	18,480	\$	\$
Snacks (Non-reimbursable)	11,000 (students only)	\$	\$
Dinner (Non-reimbursable)	18,480	\$	\$
TOTAL		\$	\$

Attachment H-1: Fee 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: Fee 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: Fee Proposal - Conference Center Cost Breakdown (continued)**

COST BREAKDOWN		
Respondent Instructions		
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs.		
⇒ Provide the cost per meal; base all food costs; base all food costs for sample menus (or the like) shown in Attachment K		
⇒ Clearly identify all costs		
Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>	Annual Cost
1.		\$
2.		\$
3.		\$
4.		\$
Sub Total		\$
	Personnel Costs	Annual Cost
5.	Management Fee Per Meal	\$
6.	Consultant Fee Per Meal	\$
Sub Total		\$
GRAND TOTAL		\$

COST PER MEAL			
Respondent Instructions:			
⇒ Provide the cost per meal; base all food costs base all food costs for sample menus (or the like) shown in Attachment K .			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast (non-reimbursable)	15,250	\$	\$
Lunch (non-reimbursable)	15,250	\$	\$
Dinner (non-reimbursable)	15,000	\$	\$
Snacks & Beverages (non-reimbursable)	3,500	\$	
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 _____ Subawardee</p> <p>Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, <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 subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

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

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

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/FSMC) 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 FSMC’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

FSMC

Administrative Responsibilities

- Three (3)-, four (4)- and five (5)-Day Outdoor School Menu development and certification through California Department of Education (CDE) using healthy and fresh ingredients
- Provide vegetarian, vegan and dietary restrictions/allergies options
- Maintaining cost per meal as described in Fee proposal ([Attachment H](#))
- Maintain records to support the SFA's Claims for Reimbursement
- Provide report claim information to SFA promptly at the end of each month and ensure information is available upon request.
- Communicate with SFA (and participating parents, schools, and students) regarding specific dietary restrictions and food accommodations ahead of Outdoor School program
- Provide SFA monthly invoice with line-item entries by school and meals served
- Order, receive and use food commodity donations through CDE for school program
- Credit SFA for value of all donated/commodity foods received for use in the meal service during the school year. The crediting of the donated food will be done through an agreed upon method between the SFA and SFMC and will be shown through separate line-item entries on the invoice, no less frequently than annually; in accordance with 7CFR 250.51
- Meet all Public Health and food handler requirements
- Ensure professionalism of team members at all times
- The FSMC commits to addressing any concern brought forward by user groups or SFA staff in a professional, solution-oriented and timely manner.
- Provide verification of all employees engaged in providing services to SFA of criminal background checking and tuberculous (TB) testing clearance and COVID-19 vaccinations

Kitchen Responsibilities

- Organize and inventory kitchen ahead of first school group
- Prepare, deliver, and serve meals (including required condiments, salt/pepper, drinks, coffee, tea, etc.). Meals will include food for students, teachers, cabin leaders and outdoor education staff
- In addition to lunch, the FSMC will prepare one "All-day Adventure" lunch for each trail group
- Offer evening snack each full day of program (i.e., trail mix, pretzels)
- Food ordering, purchasing, receiving, and storage
- Clean all kitchen equipment and areas (ovens, freezers, etc.) after use
- Dishwashing
- Ensure all SFA facilities and equipment is used properly and appropriately at all times
- Provide on-shift SFA staff access to left-overs food for 30-minutes following meal service. All remaining left-over food will be properly stored and the property of the SFA

Meal Roles and Responsibilities

- SEE [ATTACHMENT N: DINING ROOM ROLES AND RESPONSIBILITIES DOCUMENT](#)

Attachment L: Outdoor School Program ~ Scope of Services (continued)

SFA

Administrative responsibilities

- The SFA will provide the FSMC access to Outdoor School calendar including program length, projected meal numbers, and number of schools per week for the school year
- The SFA will be responsible for updating the calendar monthly and will notify the FSMC of any significant changes (i.e., school drops or adds).
- An Event Report (which includes up-to date numbers and known dietary restrictions) will be provided to the FSMC the week before the Outdoor School program
- A Final Report with up-to-date numbers, and a student and staff dietary restriction list will be provided the first day of program.
- SFA will communicate any significant changes that occur during the week.
- The SFA commits to addressing any concern brought forward by user groups or FSMC staff in a professional, solution-oriented and timely manner.

Facilities/Operation Support

- Provide access to dining hall (kitchen, cafeteria, storage, and refrigerators/freezers) and all equipment
- Provide all utilities- gas, water, electric, etc.
- Provide trash, recycling and composting
- Provide cleaning supplies and bathroom paper products
- Provide building and equipment maintenance service
- Provide access to office space, Wi-Fi, phone, and printer/copy machine
- Provide temporary overnight lodging approved in advance and aligned with the WCR staff overnight policy.

Meal Roles and Responsibilities

- SEE [ATTACHMENT N: DINING ROOM ROLES AND RESPONSIBILITIES DOCUMENT](#)

Attachment M: Conference Center ~ Scope of Services

FSMC

Administrative Responsibilities

- Provide /create an Event Menu Design using healthy and fresh ingredients
- Provide vegetarian, vegan, and dietary restrictions/allergies options
- Provide standard drink and snack options
- Maintaining cost per meal, drink and snack as described in Fee proposal ([Attachment H-1](#))
- Provide options for customized priced menus (per request)
- Communicate with SFA and user groups regarding specific dietary restrictions and food accommodations ahead of event.
- Provide monthly invoices to SFA with line-item entries by conference group, meal served, and other services provided.
- Meet all Public Health and food handler requirements
- Ensure professionalism of team members at all times
- The FSMC commits to addressing any concern brought forward by user groups or SFA staff in a professional, solution-oriented, and timely manner.
- Provide verification of all employees engaged in providing services to SFA of criminal background checking and tuberculous (TB) testing clearance and COVID-19 vaccinations

Kitchen Responsibilities

- Organize kitchen and inventory kitchen ahead of first event
- Prepare, deliver, and serve meals (including required condiments, salt/pepper, coffee, tea, etc.).
- Food ordering, purchasing, receiving, and storage
- Clean all kitchen equipment and areas (ovens, freezers, etc.) after use
- Dishwashing
- Ensure all SFA facilities and equipment are used properly and appropriately at all times
- Provide on-shift SFA staff access to left-over food for 30 minutes following meal service. All remaining left-over food will be the properly stored and the property of the SFA.

Meal Roles and Responsibilities

- SEE [ATTACHMENT N: DINING ROOM ROLES AND RESPONSIBILITIES DOCUMENT](#)

Attachment M: Conference Center ~ Scope of Services (continued)

SFA

Administrative responsibilities

- SFA will provide the FSMC access to Conference Calendar which includes projected meals and group numbers for the year
- The SFA will update the online Conference Calendar monthly and will notify the FSMC if any significant changes to the conference schedule occur
- An Event Report (which includes the most up-to-date numbers, meals, dietary restrictions, meals times) will be provided to the FSMC two (2) weeks prior to the event.
- An updated Final Report will be provided the day of the event
- The SFA will communicate any significant changes that occur during the event as quickly as possible
- The SFA commits to addressing any concern brought forward by user groups or FSMC staff in a professional, solution-oriented and timely manner.

Facilities/Operation Support

- Provide access to dining hall (kitchen, cafeteria, storage, and refrigerators/freezers) and all equipment
- Provide all utilities- gas, water, electric, etc.
- Provide trash, recycling, and composting
- Provide cleaning supplies and bathroom paper products
- Provide building and equipment maintenance service. SFA will replace or repair equipment that fails due to normal wear and tear, but the FSMC is responsible for failure of equipment due to negligent or willful misuse.
- Provide access to office space, Wi-Fi, phone, and printer/copy machine
- Provide temporary overnight lodging for FSMC staff if approved in advance and aligned with the WCR staff overnight policy.

Meal Roles and Responsibilities

- SEE [ATTACHMENT N: DINING ROOM ROLES AND RESPONSIBILITIES DOCUMENT](#)

Attachment N: Dining Room Roles and Responsibilities

Pre-Meal

SFA	FSMC
<ul style="list-style-type: none"> • Arrival time 30 minutes before meal • Set-up bussing station <ul style="list-style-type: none"> ○ Cup racks ○ Compost/utensil bins ○ Garage can ○ Stock gloves ○ Spatula • Write menu on whiteboard • Table set-up- cups, pitchers, condiments, plates • Fill water cambros 	<ul style="list-style-type: none"> • Set up buffet line, salad bar, steam table set up • Start Coffee and maintain coffee station • Provide condiments, drinks, cream and sugar for coffee, etc. • Food preparation • Bring out food (WCR staff will provide support)

DURING MEAL

SFA	FSMC
<ul style="list-style-type: none"> • Work with client groups, give directions • Send clients with dietary needs/questions to kitchen/chef • Keep eye on bussing station • Bring in plates, utensils to dishwasher • Communicate with kitchen about food, coffee/tea, and juice needs 	<ul style="list-style-type: none"> • Resupply buffet lines and drinks (WCR staff will provide support)) • Work with clients with dietary needs or questions about ingredients

POST MEAL

SFA	FSMC
<ul style="list-style-type: none"> • Staff bussing stations- Collect plates, silverware • Bring all appropriate items to dishwashing station <ul style="list-style-type: none"> ○ Water and juice pitchers ○ Plates and utensils • Dispose of compost and trash from FOH • Clean bussing station, tables, floors, steam table, buffet lines, salad bars, etc. 	<ul style="list-style-type: none"> • Bring leftover food back and store properly • Collect condiments and return to kitchen for storage • Dish/utensil washing- returning to cabinets and racks • Cleaning all kitchen equipment, floors, etc. <ul style="list-style-type: none"> ○ Sweep every day and mop at least at end of event • Clean steam table, buffet lines, salad bars in front of house • Clean staff kitchen bathroom (during event) • Dispose kitchen trash & compost to agreed location



Exhibit 1: Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

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

FOOD SERVICE PROGRAM

1700 Marshall-Petaluma Road, Petaluma, CA 94952

[415.491.6600]



Model Fixed-Price Contract

Table of Contents

CONTRACT SUMMARY	2
MODEL FIXED-PRICE CONTRACT	3
I. Introduction	3
II. General Terms and Conditions	3
III. Relationship of the Parties	10
IV. Food Service Program	11
V. Buy American Requirements	12
VI. U.S. Department of Agriculture Foods	13
VII. Meal Responsibilities	15
VIII. Food Service Management Company Employees	15
IX. Books and Records	17
X. Monitoring and Compliance	18
XI. Equipment, Facilities, Inventory, and Storage	18
XII. Certifications	19
XIII. Insurance	20
XIV. Termination	20
SCOPE OF WORK	21
SCHEDULE OF FEES	30

Contract Summary

FOOD SERVICES CONTRACT		CONTRACT NUMBER	
		REGISTRATION NUMBER	
1	This contract is entered into between the school food authority and the food service management company named below:		
	SCHOOL FOOD AUTHORITY NAME		
	MARIN COUNTY OFFICE OF EDUCATION – WALKER CREEK RANCH OUTDOOR SCHOOL & CONFERENCE CENTER		
	FOOD SERVICE MANAGEMENT COMPANY NAME		
2	The term of this Contract is for one year, commencing on	and ending on	
3	The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served		\$
4	The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.		
	Request for Proposal Released	<i>Enter page(s)</i>	
	Contractor Proposal Received	<i>Enter page(s)</i>	
	Attached Terms and Conditions	<i>Enter page(s)</i>	
	Exhibit A: Scope of Work	<i>Enter page(s)</i>	
	Exhibit B: Schedule of Fees	<i>Enter page(s)</i>	
IN WITNESS WHEREOF, the parties hereto have executed this Contract.			
FOOD SERVICE MANAGEMENT COMPANY		<i>California Department of Education Use Only</i>	
NAME of FSMC <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>			
BY (Authorized Signature) <i>/s/</i>	DATE SIGNED (do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
SCHOOL FOOD AUTHORITY			
NAME of SFA			
MARIN COUNTY OFFICE OF EDUCATION – WALKER CREEK RANCH OUTDOOR SCHOOL			
BY (Authorized Signature) <i>/s/</i>	DATE SIGNED (do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:	

Model Fixed-Price Contract

I. Introduction

The Marin County Office of Education Walker Creek Ranch Outdoor School and Conference Center hereinafter referred to as the school food authority (SFA), enters into this Contract with **[food service management company name]**, hereinafter referred to as the FSMC to provide food service and management assistance for the SFA’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

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

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Patrick McLaughlin		Name:	
Title: Ranch Manager		Title:	
Phone: 415.491.6601	Cell Phone:	Phone:	Cell Phone:
Fax: (415) 663-8854	E-mail: pmclaughlin@marinschools.org	Fax:	E-mail:

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

SFA	FSMC
Name: Michael Ghebregziabher	Name:
Title: Senior Director, Business Services	Title:
Address: 1111 Las Gallinas Avenue, P.O. Box 4925 San Rafael, CA 94913-4925	Address:

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 *CFR*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating its prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

The FSMC shall submit [monthly] itemized invoices by [Enter day] of the following month that reflect all activity for the previous [Enter week or calendar month]. The FSMC must submit detailed cost documentation [Enter weekly or monthly] to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within [Enter number of calendar or business days] days of the invoice date. The SFA will pay invoices received by its accounting department by the [Enter payment schedule], if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

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

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

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

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one [CPI regional index](#): Los Angeles, West Region, San Francisco or San Diego (CPI)]. The [insert month] CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

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

E. Availability of Funds

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

F. Timeliness

Time is of the essence in this Contract.

G. Approval

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

H. Amendment

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

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

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

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

K. Written Commitments

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

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and

the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for federal purposes (7 *CFR*, Section 200.315[b]).

M. Severability

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

N. Counterparts

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

O. Silence/Absence/Omission

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

P. Indemnification

To the fullest extent permitted by law, FSMC shall defend, indemnify and hold harmless the SFA, its officials, agents, volunteers and employees (“indemnified parties”) from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of FSMC’s use of the facilities, even if such claim, damage, loss or expense is caused in part by the indemnified parties. Claims, damages, losses and expenses arising from FSMC’s vendors or service providers coming onto the facilities will be deemed to arise out of FSMC’s use of the facilities. However, FSMC shall not be obligated to indemnify an indemnified party for liability to the extent it is established by final adjudication that such indemnified party contributed to the liability via willful misconduct or sole negligence for which that indemnified party is legally responsible. FSMC shall, if requested by the SFA, defend using counsel approved by the SFA in its sole discretion. FSMC’S obligations under this indemnity contract shall survive the completion or termination of the project.

Q. Sanctions

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

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

R. Breach of Contract

For the breach of the Contract and associated benefits:

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

S. Penalties

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

T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, legal or administrative intervention, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
 - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).
4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of 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; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR*, Section 210.23[b]).

V. Compliance with the Law

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

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

W. Choice of Law

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

X. Advice of Counsel

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

Y. Relationship of the Parties

- A.** The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes, all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.
- B.** When the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (*EC* Section 45103.5).
- C.** All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services

performed under this Contract. The SFA shall determine the nature and frequency of these reports.

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

III. Food Service Program

A. Food Service Management Company Responsibilities

1. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (7 *CFR*, Section 210.21[e]).
2. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (7 *CFR*, Section 210.16[c][2]).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of

reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR*, Section 210.8[a][1]).

4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).
5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR*, Section 210.16[a][5]).
6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR*, Section 210.21).
7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
8. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing or serving meals on-site at an SFA facility (7 *CFR*, Section 210.16[a][7]).

IV. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo [SP 38-2017](#)).
2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:
 - a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

- b) Why competitive bids reveal the cost of the domestic product is significantly higher [**this must be defined by the SFA**] than the nondomestic product
3. The FSMC will provide certification of domestic origin for products which do not have country of origin labels.

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an onsite administrative review and an offsite procurement review.
2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

V. U.S. Department of Agriculture Foods

C. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).
2. In accordance with 7 *CFR*, Section 250.53, the FSMC shall comply with the following provisions relating to the use of donated foods, as applicable:
 - a) The FSMC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must

include the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 *CFR*, Section 250.51[a]).

- b) The FSMC shall account for the full value of donated foods (7 *CFR*, Section 250.51) by:
 - i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>.
3. The FSMC will be responsible for any activities relating to donated foods in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.
4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).
6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 *CFR*, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.
8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).

9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).
10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR*, Section 250.54(b).

D. School Food Authority Responsibilities

1. The SFA shall retain title to all donated foods and ensure that all donated foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).
2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).
3. The SFA will maintain records to document its compliance with requirements relating to donated foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all donated foods in accordance with 7 *CFR*, sections 250.54(a) and (c).
4. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

Meal Responsibilities

A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.
3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.

VI. Food Service Management Company Employees

- A.** The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page:
http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf

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

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

- B.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- C.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA [*Enter number of weeks here*] calendar weeks prior to the commencement of operation.
- D.** The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- E.** The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- F.** The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- G.** The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.
- H.** FINGERPRINTING OF EMPLOYEES: FSMC shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. FSMC shall not permit any

employee to have any contact with school district pupils until such time as the FSMC as verified in writing to the SFA that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The FSMC's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the SFA or acting as independent contractors of the FSMC. Verification of compliance with this section shall be provided in writing to the SFA prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. The costs associated with the background check are solely the FSMC'S responsibility.

VII. Books and Records

- A.** The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).
- B.** The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9[b][17]).
- C.** The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.
- D.** The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).

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

VII. Monitoring and Compliance

- A. The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.
- B. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- C. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR*, Section 210.8(a). At a minimum, these internal controls shall include all of the following:
- An on-site review of the lunch counting and claiming system employed by school within the jurisdiction of the SFA (7 *CFR*, Section 210.8[a][1])
 - Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
 - A system for following up on lunch counts that suggest the likelihood of lunch counting problems

VIII. Equipment, Facilities, Inventory, and Storage

- A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.
- B. The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.

- C. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- D. Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- E. Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

VIII. Certifications

- A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*, parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.
- C. The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

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

- D. Debarment and Suspension

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

E. Lobbying

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

IX. Insurance

FSMC shall maintain insurance coverage in the minimum amounts required by law and shall provide proof of coverage. Insurance coverage requirements are attached and incorporated in this Agreement as Exhibit C.

X. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by either party upon written notification to the other party, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

XI. Exhibit A: Scope of Work for Outdoor School

FSMC

Administrative Responsibilities

- Three (3)-, four (4)- and five (5)-Day Outdoor School Menu development and certification through California Department of Education (CDE) using healthy and fresh ingredients
- Provide vegetarian, vegan and dietary restrictions/allergies options
- Maintaining cost per meal as described in Fee proposal ([Attachment H](#))
- Maintain records to support the SFA's Claims for Reimbursement
- Provide report claim information to SFA promptly at the end of each month and ensure information is available upon request.
- Communicate with SFA (and participating parents, schools, and students) regarding specific dietary restrictions and food accommodations ahead of Outdoor School program
- Provide SFA monthly invoice with line-item entries by school and meals served
- Order, receive and use food commodity donations through CDE for school program
- Credit SFA for value of all donated/commodity foods received for use in the meal service during the school year. The crediting of the donated food will be done through an agreed upon method between the SFA and SFMC and will be shown through separate line-item entries on the invoice, no less frequently than annually; in accordance with 7CFR 250.51
- Meet all Public Health and food handler requirements
- Ensure professionalism of team members at all times
- The FSMC commits to addressing any concern brought forward by user groups or SFA staff in a professional, solution-oriented and timely manner.
- Provide verification of all employees engaged in providing services to SFA of criminal background checking and tuberculous (TB) testing clearance and COVID-19 vaccinations

Kitchen Responsibilities

- Organize and inventory kitchen ahead of first school group
- Prepare, deliver, and serve meals (including required condiments, salt/pepper, drinks, coffee, tea, etc.). Meals will include food for students, teachers, cabin leaders and outdoor education staff
- In addition to lunch, the FSMC will prepare one "All-day Adventure" lunch for each trail group
- Offer evening snack each full day of program (i.e., trail mix, pretzels)
- Food ordering, purchasing, receiving, and storage
- Clean all kitchen equipment and areas (ovens, freezers, etc.) after use
- Dishwashing
- Ensure all SFA facilities and equipment is used properly and appropriately at all times
- Provide on-shift SFA staff access to left-overs food for 30-minutes following meal service. All remaining left-over food will be the properly stored and the property of the SFA

Meal Roles and Responsibilities

- See [Exhibit A-2: Dining Room Roles and Responsibilities](#)

Exhibit A: Outdoor School Program ~ Scope of Services (continued)

SFA

Administrative responsibilities

- The SFA will provide the FSMC access to Outdoor School calendar including program length, projected meal numbers, and number of schools per week for the school year
- The SFA will be responsible for updating the calendar monthly and will notify the FSMC of any significant changes (i.e., school drops or adds).
- An Event Report (which includes up-to date numbers and known dietary restrictions) will be provided to the FSMC the week before the Outdoor School program
- A Final Report with up-to-date numbers, and a student and staff dietary restriction list will be provided the first day of program.
- SFA will communicate any significant changes that occur during the week.
- The SFA commits to addressing any concern brought forward by user groups or FSMC staff in a professional, solution-oriented and timely manner.

Facilities/Operation Support

- Provide access to dining hall (kitchen, cafeteria, storage, and refrigerators/freezers) and all equipment
- Provide all utilities- gas, water, electric, etc.
- Provide trash, recycling and composting
- Provide cleaning supplies and bathroom paper products
- Provide building and equipment maintenance service
- Provide access to office space, Wi-Fi, phone, and printer/copy machine
- Provide temporary overnight lodging approved in advance and aligned with the WCR staff overnight policy.

Meal Roles and Responsibilities

- [See Exhibit A-2: Dining Room Roles and Responsibilities](#)

XII. Exhibit A-1: Conference Center ~ Scope of Services

FSMC

Administrative Responsibilities

- Provide /create an Event Menu Design using healthy and fresh ingredients
- Provide vegetarian, vegan, and dietary restrictions/allergies options
- Provide standard drink and snack options
- Maintaining cost per meal, drink and snack as described in Fee proposal ([Attachment H-1](#))
- Provide options for customized priced menus (per request)
- Communicate with SFA and user groups regarding specific dietary restrictions and food accommodations ahead of event.
- Provide monthly invoices to SFA with line-item entries by conference group, meal served, and other services provided.
- Meet all Public Health and food handler requirements
- Ensure professionalism of team members at all times
- The FSMC commits to addressing any concern brought forward by user groups or SFA staff in a professional, solution-oriented, and timely manner.
- Provide verification of all employees engaged in providing services to SFA of criminal background checking and tuberculous (TB) testing clearance and COVID-19 vaccinations

Kitchen Responsibilities

- Organize kitchen and inventory kitchen ahead of first event
- Prepare, deliver, and serve meals (including required condiments, salt/pepper, coffee, tea, etc.).
- Food ordering, purchasing, receiving, and storage
- Clean all kitchen equipment and areas (ovens, freezers, etc.) after use
- Dishwashing
- Ensure all SFA facilities and equipment are used properly and appropriately at all times
- Provide on-shift SFA staff access to left-over food for 30 minutes following meal service. All remaining left-over food will be the properly stored and the property of the SFA.

Meal Roles and Responsibilities

- [See Exhibit A-2: Dining Room Roles and Responsibilities](#)

Exhibit A-1: Conference Center ~ Scope of Services (continued)

SFA

Administrative responsibilities

- SFA will provide the FSMC access to Conference Calendar which includes projected meals and group numbers for the year
- The SFA will update the online Conference Calendar monthly and will notify the FSMC if any significant changes to the conference schedule occur
- An Event Report (which includes the most up-to-date numbers, meals, dietary restrictions, meals times) will be provided to the FSMC two (2) weeks prior to the event.
- An updated Final Report will be provided the day of the event
- The SFA will communicate any significant changes that occur during the event as quickly as possible
- The SFA commits to addressing any concern brought forward by user groups or FSMC staff in a professional, solution-oriented and timely manner.

Facilities/Operation Support

- Provide access to dining hall (kitchen, cafeteria, storage, and refrigerators/freezers) and all equipment
- Provide all utilities- gas, water, electric, etc.
- Provide trash, recycling, and composting
- Provide cleaning supplies and bathroom paper products
- Provide building and equipment maintenance service
- Provide access to office space, Wi-Fi, phone, and printer/copy machine
- Provide temporary overnight lodging approved in advance and aligned with the WCR staff overnight policy.

Meal Roles and Responsibilities

- See [Exhibit A-2: Dining Room Roles and Responsibilities](#)

XIII. Exhibit A-2: Dining Room Roles and Responsibilities

PRE-MEAL

SFA	FSMC
<ul style="list-style-type: none"> • Arrival time 30 minutes before meal • Set-up bussing station <ul style="list-style-type: none"> ○ Cup racks ○ Compost/utensil bins ○ Garage can ○ Stock gloves ○ Spatula • Write menu on whiteboard • Table set-up- cups, pitchers, condiments, plates • Fill water cambros 	<ul style="list-style-type: none"> • Set up buffet line, salad bar, steam table set up • Start Coffee and maintain coffee station • Provide condiments, drinks, cream and sugar for coffee, etc. • Food preparation • Bring out food (WCR staff will provide support)

DURING MEAL

SFA	FSMC
<ul style="list-style-type: none"> • Work with client groups, give directions • Send clients with dietary needs/questions to kitchen/chef • Keep eye on bussing station • Bring in plates, utensils to dishwasher • Communicate with kitchen about food, coffee/tea, and juice needs 	<ul style="list-style-type: none"> • Resupply buffet lines and drinks (WCR staff will provide support)) • Work with clients with dietary needs or questions about ingredients

POST MEAL

SFA	FSMC
<ul style="list-style-type: none"> • Staff bussing stations- Collect plates, silverware • Bring all appropriate items to dishwashing station <ul style="list-style-type: none"> ○ Water and juice pitchers ○ Plates and utensils • Dispose of compost and trash from FOH • Clean bussing station, tables, floors, steam table, buffet lines, salad bars, etc. 	<ul style="list-style-type: none"> • Bring left over food back • Collect condiments and return to kitchen for storage • Dish/utensil washing- returning to cabinets and racks • Cleaning all kitchen equipment, floors, etc. <ul style="list-style-type: none"> ○ Sweep every day and mop at least at end of event • Clean steam table, buffet lines, salad bars in front of house • Clean staff kitchen bathroom (during event) • Dispose kitchen trash & compost to agreed location

2. Description of FSMC Responsibilities (TO BE COMPLETED)

General: Under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following: *[Enter general description of goals and objectives that the FSMC is expected to meet.]* In addition, the FSMC will employ (a) qualified professional(s) to *[describe general duties and title of person(s)].*

Responsibilities of the FSMC shall include: *[Shown as examples only by categories; the SFA should combine, modify, delete, and/or expand as needed.]*

A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Contracting With Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The FSMC must:

i. Request SFA approval prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:

- a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
- b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
- c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

D. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities
- Hours and number of positions at each site to meet food service operational needs

E. Menus

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

F. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

G. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

H. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

I. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

J. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the []th of each month (7 *CFR*, 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

K. Point of Service

Provide and/or implement an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR*, Section 245.8.

XIV. Exhibit B - Schedule of Fees

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

TBD BASED ON AWARDED FSMC

Cost per Meal

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

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast		\$	\$
Lunch		\$	\$
Snacks		\$	\$
Seamless Summer Feeding Option		\$	\$
Non reimbursable Meals		\$	\$
TOTAL		\$	\$

*Units to be provided by SFA

XV. Exhibit C - Insurance Requirements

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

The FSMC 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 FSMC 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)** 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 FSMC 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 FSMC involve any interaction with children, including but not limited to SFA students, FSMC 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 FSMC’s Commercial General Liability coverage.
 - c. Should any of the insurance policies contain either a deductible or self-insured retention, the FSMC 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 FSMC’s responsibility to pay such deductible or retention, nor limit, alter or amend the requirements that FSMC shall to the fullest allowable by law, indemnify, defend and hold harmless the SFA, FSMC 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 FSMC, and require further financial guarantees or assurances if any information calls into question the FSMC’s ability to pay.
 - e. Should any required insurance policies be cancelled, non-renewed or if the FSMC fails to renew, FSMC 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 FSMC 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 FSMC. 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 FSMC’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
Sexual Abuse/Molestation <i>(May be Included in GL Coverage)</i>	\$ 1,000,000 per Occurrence
Umbrella Liability	\$ 1,000,000 per Occurrence

6. **Proof of Carriage of Insurance.** The FSMC 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.