

Notice Requesting Proposal

Food Service Consulting and Procurement Company RFP #2024-01

Notice is hereby given that the Governing Board of the River Delta Unified School District (hereinafter referred to as **SFA**) is requesting proposals for a Food Service Consulting and Procurement Company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service management.

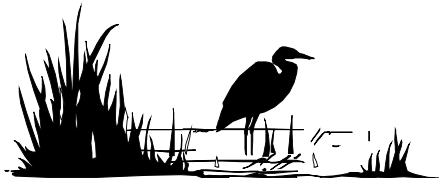
Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-fee Contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents may be downloaded from the SFA's Web site at <http://www.rdusd.org/>.

Respondents must submit written proposals in a sealed envelope labeled "Proposal - Food Service Consulting and Procurement Company RFP #2024-01 and addressed to the SFA Office at River Delta Unified School District, 445 Montezuma Street, Rio Vista CA Attn: Tammy Busch, Assistant Superintendent of Business Services. The SFA will accept all proposals received on or before Monday, 05/06/24 at 2:00 PM. The SFA will not accept proposals that are received after the deadline. The SFA will open proposals **in a non-public opening** at 4:00 PM.

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 to determine 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 their Governing Board at its regularly scheduled meeting.

RIVER DELTA UNIFIED SCHOOL DISTRICT



**445 Montezuma Street
Rio Vista, CA 94571-1651
(707) 374-1700 FAX (707) 374-2995**

**REQUEST FOR PROPOSAL
FOOD SERVICE CONSULTING AND PROCUREMENT COMPANY**

RFP # 2024-01

by

River Delta Unified School District
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

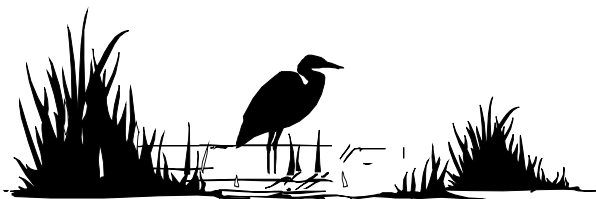
Tammy Busch
Assistant Superintendent of Business Services

445 Montezuma Street

707-374-1700

tbusch@rdusd.org

RIVER DELTA UNIFIED SCHOOL DISTRICT



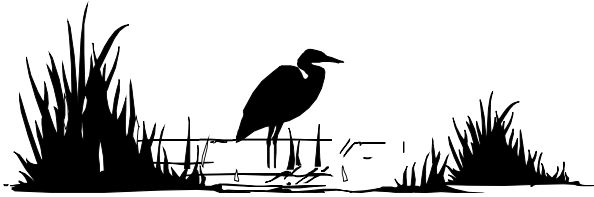
445 Montezuma Street
Rio Vista, CA 94571-1651
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Schedule of Events for RFP # 2024-01

- | | | |
|--|-----------|-----------|
| • Board Meeting – RFP Approval | Tuesday | 4/09/2024 |
| • Release of RFP | Wednesday | 4/10/2024 |
| • First Public Notice | Thursday | 4/11/2024 |
| • Second Public Notice | Thursday | 4/18/2024 |
| • Respondent Question Submission Deadline | Friday | 4/26/2024 |
| • SFA Provides Post Answers on Website | Monday | 4/29/2024 |
| • Deadline for Submission of Sealed Proposal | Monday | 5/06/2024 |
| • Proposals Opened | Monday | 5/06/2024 |
| • Proposals Evaluated | Tuesday | 5/07/2024 |
| • Board Meeting – Proposal Approval | Tuesday | 5/14/2024 |
| • Anticipated Contract Award Date | Friday | 5/17/2024 |

The SFA will use every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment at SFA's website: www.rdusd.org

RIVER DELTA UNIFIED SCHOOL DISTRICT



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Request For Proposal

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RIVER DELTA UNIFIED SCHOOL DISTRICT

Introduction/Purpose of Solicitation

The purpose of this Request For Proposal (RFP) is to enter into a fixed-fee Contract with a Food Service Consulting and Procurement Company (FSCPC) that will provide River Delta Unified School District (hereinafter referred to as the School Food Authority [SFA]) with food service management assistance in their food service operation. The FSCPC will provide services to the SFA as described in the Scope of Work (Exhibit A of the Contract [Exhibit 1]).

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, Adult & Child Care Food Program, Snacks, At-Risk Supper, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food services program. General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible.
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn.
- Increase participation at all levels of the food service program by improving meal quality, 40% scratch cooking, seeking student and parent input, offering menu variations and improving.
- Maintain reasonable prices for adults participating in the food service program.
- Maintain student enthusiasm and staff morale at a high level.

SFA shall conduct all procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)*, Part 200.319(a)(1-7). 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 all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.
- 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.
- The RFP must provide a basis for full and fair competition among Respondents on a common standard, free of restrictions that tend to stifle competition.

The above four 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 companies 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 score and rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

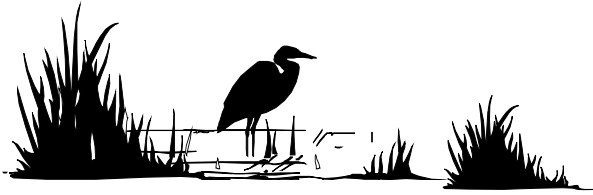
To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification by 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.

RIVER DELTA UNIFIED SCHOOL DISTRICT

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General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward, concise description of the Respondent's capabilities 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.
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.
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 who do not intend to submit a proposal to notify the SFA in writing.
6. The Respondent shall maintain records to support the SFA's Claim for Reimbursement and report claim information to the SFA promptly at the end of each month. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 CFR, Section 210.15(c)(1).
7. The Respondent shall secure State or local health certification for any facility outside the school in which it prepares meals. The Respondent shall maintain this certification for the duration of the contract. [7 CFR Section 210.16(a)(7)]
8. The Respondent will provide documentation about the percentage of 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 process in the U.S. substantially (51% or more by weight or volume).
9. The Respondent will document why non-domestic food is being substituted for domestic food. The documentation is intended to indicate if the alternative food is due to the cost of domestic being significantly higher than non-domestic foods and/or the domestic foods are not produced or manufactured in sufficient and reasonable available quantities or a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to the Buy American Provision.

10. The Respondent will provide documentation about the percentage of domestic product in any processed and product. If the percentage is less than 51% then the respondent will notify the SFA of the non-domesticity of the processed end product.
11. The Respondent will provide certification of domestic origin for products which do not have country of origin labels.
12. The Respondent 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)]
13. The Respondent will provide the method and frequency by which the crediting will occur and document that the value of all donated foods will be credited. [7 CFR, Section 250.52(b)]
14. The Respondent must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods) and including the value of donated foods contained in processed end products. [7 CFR, Section 250.51(a)]
15. Small Businesses and Minority Business – (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus are firms are used when possible. (b) Affirmative steps must include: (1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (Title 2, *Code of Federal Regulations* Section 200.321 (a)(b)(1-6))
16. Respondents may modify their proposal after its 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.
17. 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 the cover page 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.
18. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on the SFA's website: www.rdusd.org. Respondents will be notified and can obtain any addenda from the SFA's website.

19. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
20. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the 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.
21. The SFA will not consider a joint proposal submitted by two or more entities.
22. 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.
23. The Respondent or their authorized representative must sign the Authorization Agreement (Attachment F) and return it with the proposal package.
24. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms.
25. 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.
26. 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.
27. Respondents may submit their questions regarding the information presented in this RFP to Tammy Busch in writing by, e-mail at tbusch@rdusd.org no later than Monday, 5/06/2024. The SFA will answer all questions received by the deadline in writing without exposing the query source. The SFA will only post questions and answers on the SFA's website www.rdusd.org. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
28. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
29. The SFA reserves the right to negotiate 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.
30. Respondent shall provide payment terms within their proposal.

31. Respondents shall submit one paper copy and one copy in digital format (e.g., CD/DVD, flash drive, etc.).
- a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
 - b. The 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:

RFP #2024-01
Food Service Consulting and Procurement Company
River Delta Unified School District
Tammy Busch
Assistant Superintendent of Business Services
tbusch@rdusd.org
445 Montezuma Street
Rio Vista, CA 94571-1651

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

Contents of Section 1 – Administrative Requirements

- a. Cover Letter
- b. Table of Contents

Contents of Section 2 – Required Attachments

- a. Attachments Checklist
- b. Minimum Qualifications
- c. Professional Standards
- d. Proposal Questionnaire
- e. Respondent References
- f. Authorization Agreement
- g. Fee Proposal
- h. Federal Certifications
- i. State Certifications
- j. 21-Day Cycle Menu

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 the 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
- Respondent's name, title, address, phone number, and fax number, and the e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract
- 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. (Please note that 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, a comprehensive Table of Contents must be included, listing all submitted proposal sections, subsections, attachments, and materials.

Section 2 – Required Attachments

a. Attachment Checklist

Respondent shall include a checklist containing all documents identified in the Attachments Checklist. The SFA may reject proposals that do not include the proper required attachments.

b. Minimum Qualifications

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

c. Proposal Questionnaire

The Proposal Questionnaire (Attachment D) 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.

d. Respondent References

The Respondent must provide three references using the Respondent References form (Attachment E). 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 supplied by the Respondent.

e. Authorization Agreement

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

f. Fee Proposal

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

g. Federal Certifications

The Respondent must complete the certifications (Attachment G) and return it with the proposal package.

h. State Certifications

The Respondent must complete the certifications (Attachment G) and return it with the proposal package.

i. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment G) and return it with the proposal package.

j. 21-Day Cycle Menu

The Respondent must quote purchase costs based on the attached sample 21-Day cycle menus, breakfast, lunch, supper and snacks (Attachment ??) for all programs to be served (7 *CFR*, sections 210.16(b)(1) and 220.7(d)(2)(i), if app) 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 an error 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
Service Capability Experience with School Breakfast and National School Lunch Program. Corporate capability and experience as measured by performance records, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	20 points
Cost	20 points
Financial Conditions, Stability, and Business Practices	10 points
Proposal Questionnaire responses, Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and requirements as described in the RFP Scope of Work and can perform the services to the District's satisfaction.	15 points
Meeting meal pattern requirements, menu options, and involvement plan for Students and Staff.	15 points
Accounting and Reporting Systems	10 points
Product Quality Assurance	10 points
TOTAL POINTS	100 points

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 you are submitting to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one (1) copy of your proposal in a sealed package. The cover letter must contain the original signature(s) of the individual(s) authorized to contractually bind the Respondent, and shall certify the following:

<u>Attachment</u>	<u>Attachment Name</u>
_____ a	Attachments Checklist
_____ b	Minimum Qualifications
_____ c	Professional Standards
_____ d	Proposal Questionnaire
_____ e	Respondent References
_____ f	Authorization Agreement
_____ g	Fee Proposal
_____ h	Federal Certifications
_____ i	State Certifications
_____ j	21-Day Cycle Menu

Attachment B

Minimum Qualifications

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

As of January 1, 2024, both the Respondent's company and the responding company's key personnel meet all of the following minimum qualifications:

1. The Respondent has at least 5 years of experience in California with food service programs of similar or larger size than the SFA.

Yes _____ No _____

2. The Respondent has the resources and ability to provide for approximately 400,000 meals per fiscal year.

Yes _____ No _____

3. The Respondent has knowledge and experience with all federal and state meal programs.

The School Breakfast Program, National School Lunch Program, Seamless Summer Feeding Option, Adult – Child Care Food Program, At-Risk Supper, At-Risk Snack, and Commodities.

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 C

Professional Standards

The SFA shall ensure that the one (1) onsite professional proposed in this proposal for placement meets the minimum professional standards. Specific to this RFP, one (1) onsite professional must have a Bachelor's degree with any academic major and at least 2 years of relevant school nutrition programs experience OR Associate's degree, or equivalent educational experience, with an academic major or concentration in food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field, and at least 2 years of relevant school nutrition programs experience.

Attachment D

Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the responding company's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses **to no more than two (2) pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment B, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is (are); the length of time the company has been providing consulting services (consulting, food purchase, etc.), and related services 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 years, and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the corporate responsibilities at each corporate level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
7. Provide a description of promotional and/or marketing materials you will use to attract students 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 E

Respondent References

List three (3) references to which the Respondent has provided consulting services within the past **5** year(s).

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 F

Authorization Agreement

Request for Proposal for Food Service Consulting and Procurement Company
RFP Number: # 2024-01

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

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

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web site: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment G - Fee Proposal

All costs are based on the average daily participation of approximately 1,900 served for 180 school days. Seamless Summer programs average daily participation of approximately 200 for 20 days.

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 on the attached 21-Day cycle menu

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

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	\$
	Contractor Fixed Costs	Annual Cost
5.	Consultant Fee Per Meal	\$
	SUBTOTAL	\$
	GRAND TOTAL	\$

Contractor Fee PER MEAL

Respondent Instructions:

Costs should be based on the following menus, including required packaging materials, cleaning supplies, and kitchen disposables, as listed. Food products should be fully compliant with the USDA Food Buying Guide and all Federal Meal Patterns.

1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast (1 to 1)		\$	\$
Lunch (1 to 1)		\$	\$
Supper (1 to 1)		\$	\$
Snack (1 to 1)		\$	\$
Non-Reimbursable Meals		\$	\$
Blended Contractor Fee Per Meal		\$	\$

Attachment H – Federal Certifications

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by for any contract resulting from this procurement process.

The River Delta Unified School District (hereafter “the District”) is the Subgrantee or Subrecipient by definition.

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the District, the School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant 7 CFR 1780.75, when federal funds are expended by the District, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. the District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (C) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES / NO

_____ Initials of Authorized Representative of Vendor

(D) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES / NO

_____ Initials of Authorized Representative of Vendor

(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal Rule (E) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the attached **Standard Form-LLL, “Disclosure Form to Report Lobbying”**, in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES / NO

_____ Initials of Authorized Representative of Vendor

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 Approved by OMB
(See next page for public burden disclosure) No. 0348-0046

<p>1. Type of Federal Action:</p> <p>a. Contract <input type="checkbox"/></p> <p>b. Grant <input type="checkbox"/></p> <p>c. Cooperative agreement <input type="checkbox"/></p> <p>d. Loan <input type="checkbox"/></p> <p>e. Loan guarantee <input type="checkbox"/></p> <p>f. Loan insurance <input type="checkbox"/></p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application <input type="checkbox"/></p> <p>b. Initial Award <input type="checkbox"/></p> <p>c. Post-Award <input type="checkbox"/></p>	<p>3. Report Type:</p> <p>a. Initial filing <input type="checkbox"/></p> <p>b. Material change <input type="checkbox"/></p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p><input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>	
	<p>Print Name: _____</p>	
	<p>Title: _____</p>	
	<p>Telephone No: _____ ()</p>	<p>Date: _____</p>
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction</i> Standard Form 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., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

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

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH
FEDERAL FUNDS – 2 CFR § 200.333**

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND
CONSERVATION ACT**

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat.871).

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS
23 CFR 635.410**

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor Name: _____ Registered on sam.gov: Yes ___ No ___

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

Attachment J – State Certifications

CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Health and Safety Code 104559

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Does vendor agree? YES / NO _____ Initials of Authorized Representative of Vendor

DRUG-FREE WORKPLACE CERTIFICATION - Drug-Free Workplace Act of 1990

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person’s or organization’s policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 5 of the Information for Bidders.

Does vendor agree? YES / NO

_____ Initials of Authorized Representative of Vendor

NONDISCRIMINATION CLAUSE AND CERTIFICATION - Cal. Code Regs. Tit. 2, § 11105

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Does vendor agree? YES / NO

_____ Initials of Authorized Representative of Vendor

**FINGERPRINTS; CRIMINAL BACKGROUND CHECK CERTIFICATION - Cal. Ed.
Code § 45125**

EC 45125.1. (a) Any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, has a valid criminal records summary as described in Section 44237. When the contracting entity performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

With respect to Agreement (# _____) between the _____ School District (“**DISTRICT**”) and the individual, company or contractor named _____ (“**CONTRACTOR**”) for _____ services.

9. PLEASE CHECK ALL APPLICABLE BOXES

10. VERIFICATION OF COMPLETION OF BACKGROUND CHECK

1) **CONTRACTOR** hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with **DISTRICT** students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law. Attach additional sheet if necessary.

EXEMPTIONS:

SERVICE AGREEMENTS

The **CONTRACTOR** qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

The **CONTRACTOR** and its employees will have **NO CONTACT** with pupils (This includes contracts for off campus services, including virtual/online services.)

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the CONTRACTOR’S sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification,” along with the employee list, throughout the duration of CONTRACTOR provided services.

DATE: _____

CONTRACTOR

Printed Name

By: _____
Signature

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

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

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

Signature of Contractor's Authorized Representative	Title	Date
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In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative	Title	Date
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NOTE: Accepting a Respondent's offer does not constitute award of the contract.

River Delta Unified School District 21-Day Cycle Lunch Menu

Mozzarella Filled Breadsticks Cheesy Chicken Sub Garden Chicken Salad Legumes, Cucumber Apple, Orange	Homemade Grilled Cheese Tomato Sandwich Chicken Burger Spicy Chicken Burger Chicken Caesar Wrap Carrots, Pickles Canned Fruit, Apricot	Sliced Cheese Pizza Sliced Pepperoni Pizza Pasta Salad w/ Chicken Caesar Salad, Carrots Banana, Pear	Bean & Rice Burrito Bowl Soft Chicken Tacos w/ Fresh Pico de Gallo Chicken Philly Sandwich Jalapenos, Cucumber Canned Fruit, Raisins	Veggie Lo Mein w/ Edamame Orange Chicken w/ Veggies & Rice Turkey Cranberry Wrap Peas, Jicama Sticks Sliced Apples, Orange
Cheese Nachos w/ Beans Chicken Quesadilla Turkey BLT Sandwich Legumes, Cucumber, Jalapenos Apple, Orange	Teriyaki Tofu w/ Broccoli & Rice Teriyaki Meatballs w/ Broccoli & Rice Protein Pack Corn, Carrots Canned Fruit, Apricot	Sliced Cheese Pizza Sliced Pepperoni Pizza BBQ Chicken Sandwich Caesar Salad, Cucumber Banana, Pear	Chili Mac w/ Roll Chicken Nuggets w/ Roll Tuna Salad over Lettuce w/ Roll Carrots, Broccoli Florets Canned Fruit, Raisins	Cheddar Broccoli Baked Potato w/ Roll Hot Dog w/ Oven Fries Chicken Tortilla Soup Caesar Salad, Jicama Sticks Banana, Sliced Apples
Bean & Cheese Burrito BBQ Chicken Drumstick w/ Slaw & Dinner Roll Chicken Caesar Salad Legumes, Cucumber Apple, Orange	Cheesy Pull Aparts Chicken Pot Pie Black Bean Taco Salad Corn, Carrots Canned Fruit, Apricot	Sliced Cheese Pizza Sliced Pepperoni Pizza Italian Sub Caesar Salad, Cucumber Banana, Pear	Pasta Alfredo w/ Broccoli & Dinner Roll Chicken Corn Dog Turkey Ham & Cheese Sandwich Carrots, Broccoli Florets Canned Fruit, Raisins	Cheese Quesadilla Cheeseburger Hamburger Chili Cheese Chips Caesar Salad, Jicama Sticks Banana, Sliced Apples
Pepperjack Cheese Enchiladas BBQ Chicken Drumstick w/ Roll Fruit & Yogurt Parfait Legumes, Corn, Baby Carrots Apple, Orange	Chili Cheese Fries Offered w/ Roll Hot Dog Chicken Caesar Wrap Mixed Greens w/ Ranch, Jalapenos, Salsa Canned Fruit, Apple	Sliced Cheese Pizza Sliced Ham & Pineapple Pizza Italian Sub Caesar Salad, Cucumber Banana, Fresh Fruit	Baked Penne Pasta Offered w/ Roll Parmesan Chicken Sandwich Black Bean Taco Salad w/ Chips Pickles, Rainbow Carrots, Broccoli Canned Fruit, Raisins or Craisins	Lo Mein Noodles w/ Edamame Teriyaki Chicken w/ Broccoli over Rice Turkey BLT Wrap Sugar Snap Peas, Caesar Salad Sliced Apples, Blood Orange
Homemade Grilled Cheese Sandwich Chicken Corn Dog Oven Roasted Turkey & Cheese Sandwich Legumes, Corn Apple, Orange				

River Delta Unified School District 21-Day Cycle Breakfast Menu

Sausage & Cheese Biscuit Assorted Cereal Offered w/ Graham Crackers 100% Fruit Juice Canned Fruit White Milk Chocolate Milk	Breakfast Quesadilla Concha 100% Fruit Juice Banana White Milk Chocolate Milk	Breakfast Smoothie Offered w/ Graham Crackers Cinnamon Bun 100% Fruit Juice Raisins White Milk Chocolate Milk	Cocoa Banana Muffin Pancake Wrap 100% Fruit Juice Orange White Milk Chocolate Milk	French Toast Sticks w/ Berry Jam Benefit Bar 100% Fruit Juice Apple White Milk Chocolate Milk
Sausage & Cheese Biscuit Assorted Cereal Offered w/ Graham Crackers 100% Fruit Juice Canned Fruit White Milk Chocolate Milk	Breakfast Quesadilla Concha 100% Fruit Juice Banana White Milk Chocolate Milk	Breakfast Smoothie Offered w/ Graham Crackers Cinnamon Bun 100% Fruit Juice Raisins White Milk Chocolate Milk	Cocoa Banana Muffin Pancake Wrap 100% Fruit Juice Orange White Milk Chocolate Milk	French Toast Sticks w/ Berry Jam Benefit Bar 100% Fruit Juice Apple White Milk Chocolate Milk
Sausage & Cheese Biscuit Assorted Cereal Offered w/ Graham Crackers 100% Fruit Juice Canned Fruit White Milk Chocolate Milk	Breakfast Quesadilla Concha 100% Fruit Juice Banana White Milk Chocolate Milk	Breakfast Smoothie Offered w/ Graham Crackers Cinnamon Bun 100% Fruit Juice Raisins White Milk Chocolate Milk	Cocoa Banana Muffin Pancake Wrap 100% Fruit Juice Orange White Milk Chocolate Milk	French Toast Sticks w/ Berry Jam Benefit Bar 100% Fruit Juice Apple White Milk Chocolate Milk
Sausage & Cheese Biscuit Assorted Cereal Offered w/ Graham Crackers 100% Fruit Juice Canned Fruit White Milk Chocolate Milk	Breakfast Quesadilla Concha 100% Fruit Juice Banana White Milk Chocolate Milk	Breakfast Smoothie Offered w/ Graham Crackers Cinnamon Bun 100% Fruit Juice Raisins White Milk Chocolate Milk	Cocoa Banana Muffin Pancake Wrap 100% Fruit Juice Orange White Milk Chocolate Milk	French Toast Sticks w/ Berry Jam Benefit Bar 100% Fruit Juice Apple White Milk Chocolate Milk
Sausage & Cheese Biscuit Assorted Cereal Offered w/ Graham Crackers 100% Fruit Juice Canned Fruit White Milk Chocolate Milk				

River Delta Unified School District 21-Day Cycle Supper Menu

WG Frosted Mini Wheats Cereal w/ Sunflower Seeds & String Cheese Baby Carrots, Apple 1% White Milk or Fat Free Chocolate Milk	Turkey Taco Nada Cucumber, Orange 1% White Milk & Fat Free Chocolate Milk	Turkey & Cheese on WG Hoagie Baby Carrots, Banana 1% White Milk or FF Chocolate Milk	WG Chicken Tenders Cucumber, Sliced Apples 1% White Milk or FF Chocolate Milk	Yogurt, WG Animal Crackers & String Cheese Baby Carrots, Raisins 1% White Milk & FF Chocolate Milk
WG Cinnamon Chex Cereal w/ Sunflower Seeds & String Cheese Baby Carrots w/ Ranch, Apple 1% White Milk or FF Chocolate Milk	WG Galaxy Cheese Pizza Cucumber, Orange 1% White Milk & FF Chocolate Milk	WG Mini Corn Dogs Baby Carrots w/ Ranch, Banana 1% White Milk & FF Chocolate Milk	WG Chicken Tenders Corn, Sliced Apples 1% White Milk & FF Chocolate Milk	WG Chocolate Muffin w/ String Cheese & Seeds Broccoli w/ Ranch, Raisins 1% White Milk & FF Chocolate Milk
WG Frosted Mini Wheats Cereal w/ Sunflower Seeds & String Cheese Baby Carrots w/ Ranch, Apple 1% White Milk or FF Chocolate Milk	WG Bean & Cheese Burrito Cucumber, Orange 1% White Milk or FF Chocolate Milk	WG Crispy Chicken Wrap Baby Carrots w/ Ranch, Banana 1% White Milk & FF Chocolate Milk	WG Cheesy Pull Apart Corn, Sliced Apples 1% White Milk & FF Chocolate Milk	Yogurt, WG Animal Crackers & String Cheese Broccoli w/ Ranch, Raisins 1% White Milk & FF Chocolate Milk
WG Cinnamon Chex Cereal w/ Sunflower Seeds & String Cheese Baby Carrots w/ Ranch, Apple 1% White Milk or FF Chocolate Milk	WG Galaxy Cheese Pizza Cucumber, Orange 1% White Milk & FF Chocolate Milk	WG Mini Corn Dogs Baby Carrots w/ Ranch, Banana 1% White Milk & FF Chocolate Milk	WG Chicken Tenders Corn, Sliced Apples 1% White Milk & FF Chocolate Milk	WG Chocolate Muffin w/ String Cheese & Seeds Broccoli w/ Ranch, Raisins 1% White Milk & FF Chocolate Milk
WG Taco Nada Cucumber, Orange 1% White Milk or FF Chocolate Milk				

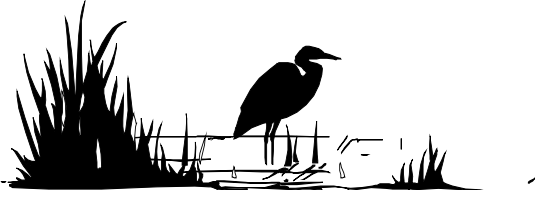
River Delta Unified School District 21-Day Cycle Snack Menu

WG Cheez– Its 6 oz Juice	WG Animal Crackers 1% White Milk	WG Chocolate Grahams 6 oz Juice	WG Goldfish Crackers String Cheese	WG Nacho Cheese Doritos 6 oz Juice
WG Cheez– Its 6 oz Juice	WG Animal Crackers 1% White Milk	WG Chocolate Grahams 6 oz Juice	WG Goldfish Crackers String Cheese	WG Nacho Cheese Doritos 6 oz Juice
WG Cheez– Its 6 oz Juice	WG Animal Crackers 1% White Milk	WG Chocolate Grahams 6 oz Juice	WG Goldfish Crackers String Cheese	WG Nacho Cheese Doritos 6 oz Juice
WG Cheez– Its 6 oz Juice	WG Animal Crackers 1% White Milk	WG Chocolate Grahams 6 oz Juice	WG Goldfish Crackers String Cheese	WG Nacho Cheese Doritos 6 oz Juice
WG Cheez– Its 6 oz Juice				

EXHIBIT 1

RIVER DELTA UNIFIED SCHOOL DISTRICT

**445 Montezuma Street
Rio Vista, CA 94571-1651
(707) 374-1700 FAX (707) 374-2995**



**MODEL FIXED-FEE CONTRACT
FOOD SERVICE CONSULTING AND PROCUREMENT COMPANY**

RIVER DELTA UNIFIED SCHOOL DISTRICT
FOOD SERVICE PROGRAM

445 Montezuma Street
Rio Vista, CA 94571-1304

707-374-1700

Model Fixed-Fee Contract

I. INTRODUCTION

The River Delta Unified School District, hereinafter referred to as the School Food Authority (SFA), enters into this Contract with hereinafter referred to as the Food Service Consulting and Procurement Company (FSCPC) to provide food service management assistance for the SFA's nonprofit food service program, hereinafter referred to as "Services." **During the term of this Contract, the FSCPC 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 FSCPC shall commence providing Services under the Contract on 7/1/2024, and continue through 6/30/2025. After careful consideration, the SFA may annually renew this Contract for four (4) additional one (1) year periods upon agreement between both parties. The SFA may terminate this Contract, 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. Contract Liaisons Designated by the SFA and FSCPC

SFA Liaison for Services	FSCPC Liaison for Services
Name:	Name:
Title:	Title:
Phone: Cell Phone:	Phone: Cell Phone:
Fax:	Fax:
E-mail:	E-mail:

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

SFA	FSCPC
Name:	Name:
Title:	Title:
Address:	Address:

C. Fees

1. Fixed-Fee Contracts

The SFA will pay the FSCPC at a fixed rate **per meal**; the fixed rate **per meal** includes all fees and charges indicated in **Exhibit 1** (Schedule of Fees) in this Contract. The SFA must determine, and the FSCPC shall credit the SFA for the full value of U.S. Department of Agriculture (USDA) Foods. The FSCPC's fixed-price invoice will be fully compliant with 7 *CFR*, Parts 210, 215, and 220, Procurement Requirements for the National School Lunch, Special Breakfast, and Special Milk Programs, per the USDA, Food and Nutrition Services Final Rule dated Wednesday, October 31, 2007. The FSCPC shall credit the SFA for discounts, rebates, and other credits on the monthly invoice.

2. Payment Terms

The FSCPC shall submit **Monthly** invoices by **10th** of the following month that reflect all activity for the previous calendar month. The FSCPC must submit detailed cost documentation **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 FSCPC, 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 FSCPC within **30 days** of the invoice date if the invoices pass the SFA's audit. The SFA will notify the FSCPC of invoices that do not pass an audit, which the SFA will not pay until the invoices have passed an audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and/or finance charges 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

The SFA shall make no payment to the FSCPC for food that, in the District'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 Consulting Fees and Personnel 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.

The Consumer Price Index, [San Francisco Area](#) value, January data, 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 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 to the Contract will require the District 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 SFA's Governing Board.

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing and signed by both parties, and approved by the SFA's

Governing Board. Any oral understanding or agreement not incorporated into the Contract is binding on either party (7CDR, 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 FSCPC/SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA.

K. Written Commitments

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

- Any warranty or representation made by the FSCPC 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 FSCPC in or during the course of negotiations and that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSCPC and the 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 regularly uses 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 FSCPC and the SFA, and the FSCPC 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 the following, and to authorize others to use, for federal government purposes:

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

1. The FSCPC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSCPC's acts or omissions, willful misconduct, negligence, or breach of the FSCPC's obligations under this Contract by the FSCPC, its agents, employees, or other persons under its supervision and direction.
2. The FSCPC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

For the breach of the Contract and associated benefits:

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

- The Contractor will be required to provide in writing to the District how they will ensure future contract compliance.
- Continued nonperformance will result in termination of the contract.
- Contractor may be prohibited from bidding on future contracts with the District.

R. 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 constitutes 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, 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 or mailed 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, or give rise to any claim for damages, or loss of anticipated profits.

S. Nondiscrimination

Both the SFA and FSCPC agree that no child who participates in the National School Lunch Program (NSLP), Special Milk Program (SMP), School

Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the basis of ancestry, sex, race, color, religion, creed, national origin, sexual preference, marital or parental status, pregnancy, age, or disability.

T. Compliance with the Law

The FSCPC 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 of 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 FSCPC shall comply with 2 *CFR* Part 225 and 230, 7 *CFR* parts 210 (NSLP), 215 (SMP), 220 (SBP), 225 (SFSP), 226 (CACFP), 245 (Determining Eligibility For Free And Reduced Price Meals And Free Milk In Schools), 250 (Donation Of Foods For Use In The United States, Its Territories And Possessions And Areas Under Its Jurisdiction), 3016 (Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments), , USDA Food and Nutrition Service (FNS) Instructions and Policy, federal laws and regulations, California *Education Code* (EC), and California laws and regulations, where applicable.

U. 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 courts in California.

V. 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.

III. RELATIONSHIP OF THE PARTIES

A. The FSCPC's relationship with the SFA will be that of an independent contractor and not that of an employee or supervisor of the SFA. The FSCPC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSCPC for taxes, all of which will be the FSCPC's responsibility. The FSCPC 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 FSCPC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (*EC* Section 45103.5).

- B. The FSCPC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, After School Meal Supplements (AMS) in the NSLP, and/or SMP (EC Section 45103.5).
- C. All services to be performed by the FSCPC will be as agreed between the FSCPC and the SFA. The FSCPC 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.

IV. FOOD SERVICE PROGRAM

A. SFA Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Agreement with the CDE and will monitor the food service operation through periodic onsite visits (7 CFR, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA shall retain control of the quality, extent, and general nature of the food service program, and establish all program and non-program meal and a la carte prices (7 CFR, sections 210.9[b][1] and 210.16[a][4]).
3. SFAs with more than one school shall perform no less than one onsite review of the lunch counting and claiming system employed by each school under its jurisdiction. The onsite 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 onsite review to determine that the corrective action resolved the problem. Each onsite 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 control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices to be charged to the children for meals (7 CFR Section 210.16[a][4]).
5. The SFA shall retain responsibility for developing the meal pattern for students with disabilities when their disability restricts their diet, and for those nondisabled students who are unable to consume the regular lunch because of medical or other special dietary needs (7 CFR Section 210.10[g]).

6. 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 programs (7 *CFR* Section 210.16[a][5]).
7. 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).
8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
9. The SFA shall be responsible for the development, distribution, and collection of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk. (*EC* Section 49558 and 7 *CFR* Section 245.6).
10. If the SFA utilizes direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).
11. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided.
12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* 49558 and 7 *CFR* Section 245.7).
13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR* sections 245.6 and 245.6a).
14. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning (7 *CFR* Section 210.16[a][8]).
15. The SFA shall maintain applicable health certification and assure that all state and local regulations are being met at an SFA facility (7 *CFR* Section 210.16[a][7]).

V. Buy American Requirements

A. Contractors Responsibilities

1. The contractors must submit statements for all processed agricultural products to the District 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 SP38-2017). The contractor must be fully compliant with all applicable California legislation pertaining to Buy American/domestic regulations and Buy California.

2. The Contractor must notify the District in writing at least ten (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 than the nondomestic product.

3. The Contractor will provide certification of domestic origin for products that do not have country of origin labels.

VI. U.S. DEPARTMENT OF AGRICULTURE FOODS

A. FSCPC Responsibilities

1. The FSCPC shall fully utilize, to the maximum extent possible, USDA 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 FSCPC shall comply with the following provisions relating to the use of USDA Foods, as applicable:
 - a. The FSCPC must credit the SFA for the value of all USDA 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 USDA Foods contained in processed end products if the FSCPC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Food value of processed end products to the SFA (7 *CFR* Section 250.51[a]).
 - b. The FSCPC shall account for the value of USDA Foods (7 *CFR* Section 250.51) by:

- i. Subtracting the value of all USDA 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 that the USDA Foods are received by the SFA. This listing is available from the USDA Web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>
3. The FSCPC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR* Section 250.50(d), and will assure that such activities are performed in accordance with the applicable requirements in 7 *CFR* Part 250.
4. The FSCPC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
5. The FSCPC must use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service (7 *CFR* Section 250.51[d]).
6. In accordance with 7 *CFR* Section 250.51(d), the FSCPC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality in place of donated foods. Exceptions are donated ground beef, donated ground pork, and all processed end products that contain donated foods that may not be replaced with commercial substitutes. The SFA must ensure that such substitution has been made, and that it has received credit for the value of all donated foods received, in accordance with review requirements in 7 *CFR* Section 250.54(c).
7. According to 7 *CFR* Section 250.53(a)(7), the FSCPC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products
8. The FSCPC 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.
9. The FSCPC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods.
10. The distributing agency, subdistributing agency, the CDE, SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform onsite reviews of the FSCPC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.

11. The FSCPC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR* Section 250.54(b).
12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

B. SFA Responsibilities

1. The SFA shall retain title to all USDA Foods; and ensure that all USDA Foods received by the SFA and made available to the FSCPC accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein (7 *CFR* Section 210.16[a][6]).
2. The SFA shall accept and use, in as large quantities as may be efficiently utilized 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 USDA Foods and conduct reconciliation (at least annually and upon termination of the contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR* Sections 250.54(a) and (c).

C. The Contractor shall:

1. Purchase food and supplies, in quantities required for the District to prepare and serve meals on such days and at such times as requested by the District.
2. Quantities and food specifications shall meet all meal pattern requirements in order for the District to offer meals to all eligible children through the District's food service program.
3. Purchase food and supplies in order for the District's food service program to meet the requirements as established in 7 *CFR* Part 210 and 220, as applicable.

VII. FSCPC EMPLOYEES

- A.** The SFA reserves the right to interview and approve the onsite food service consultant(s)/employee(s).
- B.** The FSCPC shall provide the SFA with a schedule of employees, positions, assigned locations, and hours to be worked.

- C. The FSCPC shall comply with all wage and hours of employment requirements of federal and state laws. The FSCPC will be responsible for supervising and training their personnel.
- D. The FSCPC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all employees engaged by it in the performance of this Contract.
- E. The FSCPC 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.
- F. The FSCPC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSCPC 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 FSCPC 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.

VIII. BOOKS AND RECORDS

- A. The SFA and the FSCPC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSCPC 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 FSCPC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS 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 the 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 FSCPC shall not remove state or federally required records from the SFA premises upon contract termination.
- D. The SFA and the FSCPC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSCPC which

are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions (7 *CFR* 3016.36[i][10]).

IX. MONITORING AND COMPLIANCE

- A.** The FSCPC shall monitor the food service operation of the SFA through periodic onsite visits in order to develop recommendations for improvement of the food service program.
- B.** The FSCPC 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:
 - 1. An onsite review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 *CFR* Section 210.8[a][1]).
 - 2. Comparisons of daily free, reduced-price, and paid lunch counts against data which will assist in 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.
 - 3. A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

X. EQUIPMENT, FACILITIES, INVENTORY, AND STORAGE

- A.** The SFA will make available to the FSCPC, 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 FSCPC and located on the SFA's premises.
- B.** The FSCPC shall notify the SFA of any equipment belonging to the FSCPC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C.** The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation

shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.

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

XI. CERTIFICATIONS

The FSCPC 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* Part 225 and 230, 7 *CFR* parts 210, 215, 220, 225, 245, 250, 3016, and/or 3019, 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 FSCPC's violation of this provision.

The FSCPC 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.

COVID-19 Certification. The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

That it is aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including Public Health Guidance for K-12 Schools and Child Care Settings to Support Safe In-Person Services and Mitigate the Spread of communicable diseases, 2023-2024 " School Year".

The District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

The Contractor shall submit all Federal and State Certifications required in this Request for proposal and comply with all applicable requirements.

A. Lobbyist Certification:

The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking

the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

B. Lobbying – Federal Requirements (Renewals)

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 *CFR* Part 200 Section [i]: Byrd Anti-Lobbying [31 U.S.C1352]).

C. Conflict of Interest Certification. The Contractor and the Contractor parties shall at all times comply with the conflict-of-interest certification requirements as set forth below. Specifically, by checking the one applicable option below. Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

XII. INSURANCE

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering their respective employees employed in connection with the Child Nutrition Program operations.

B. Comprehensive or Commercial Insurance

The FSCPC shall maintain during the term of this Contract, for protection of the SFA and the FSCPC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$2,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSCPC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSCPC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSCPC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Automobile Liability Coverage

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to, insuring against bodily injury and/or property damage arising out of the operation, use, loading or unloading of any auto including owned, non-owned, hired and employee autos with limits of at least \$1,000,000 per accident for each employee.

D. Professional Liability Coverage

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to insure, where applicable, for any exposures resulting from professional liability with limits of at least \$1,000,000.

E. Additional Insured Coverage

Contractor shall add "River Delta Unified School District, its board of trustees, officers, agents and employees" (collectively the "District") as an additional insured via separate endorsement by having the insurance carrier issue an ISO CG 20 10 edition date 11 85 Additional Insured Endorsement or its equivalent. Such endorsement must include completed operations coverage for the benefit of the additional insured. This extension shall apply to the full extent of the actual limits of Contractor's coverages even if such actual limits exceed the minimum limits required by this agreement. The District's additional insured status under the policy(ies) must not be limited by amendatory

language to the policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the District in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this agreement. Each general liability, umbrella, or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of the District shall be considered excess for purposes of responding to claims.

Contractor shall evidence that such insurance is in force by furnishing the District with acceptable proof thereof with a Certificate of Insurance together with a copy of the declarations page of the policies and all policy endorsements, or if requested by the District, certified copies of the policies. The certificate, declarations page, and all policy endorsements shall become a part of this agreement. Each certificate of insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to the District, but in the event of non-payment of premium, ten (10) days notification will be provided; (2) show the District as Additional Insured by referencing and attaching the required endorsement; (3) shall indicate that the Contractor's coverage is primary and the District's insurance is excess for any claims; and (4) as to CGL coverage shall state "Policy includes contractual liability coverage insuring the agreement and obligations of the insured to indemnify the District and others to the extent set forth in the Agreement between the insured and the District."

XIII. TERMINATION

Either party may terminate this Contract at any time upon 60 days' written notice (7 *CFR*, Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching 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 FSCPC, 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 (7 *CFR*, Section 3016.36[i][2]). The Contract may also be terminated, in whole or in part, by the FSCPC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However if, in the case of a partial termination, 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 under either 7 *CFR*, Section 3016.43 or 7 *CFR*, Section 3016.44(a) pursuant to 7 *CFR*, Section 3016.44. 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.

Exhibit A

Scope of Work

I. OVERVIEW OF RIVER DELTA UNIFIED SCHOOL DISTRICT FOOD SERVICE PROGRAM

- A. Scale: The SFA will serve breakfast, lunch, snack and supper to its students. The SFA does not operate a “single kitchen” but rather operates out of four (4) elementary, one (1) middle school, and two (2) high schools. One (1) high school serves three (3) sites (elementary, middle and high school). The SFA employees 12 employees with a Supervisor of Food Services as well. The SFA enrollment is approximately 1,786 and a charter enrollment that is approximately 386. Food service prepares approximately 400,000 meals annually
- B. Financial Goals. To meet the financial objectives set forth by the SFA on an annual basis. Monitor food waste not to exceed ten (10%) of meals served.
- C. Management Goals. The SFA expects to fully leverage purchasing power to maximize the quality of meals offered and to provide professional environment where compliance and quality control are monitored with a high degree of accountability.
- D. Food Service Office and Staff. The food service office is located at 445 Montezuma St, Rio Vista, CA 94571. The number of staff is 12 kitchen staff and 1 full time supervisor.
- E. Food Programs. The SFA operates the National School Lunch Program, School Breakfast Program, Supper and Snack Programs, and Seamless Summer Feeding Options Program. The SFA is a CEP district with the exception of the charter school.

II. DESCRIPTION OF FSCPC RESPONSIBILITIES:

GENERAL: Under the direction of the SFA’s Supervisor of Food Service and Assistant Superintendent of Business Services, the FSCPC selected pursuant to this RFP will provide the following

Assist and monitor for compliance related matters, including but not limited to the food regulations as defined by USDA, California Retail Food Code, and/or other compliance related matters as outlined by Sacramento, Yolo, and Solano Environmental Health Department.

Work with the SFA Supervisor and Assistant Superintendent of Business Services to develop a staff training calendar and provide training.

Assess program opportunities and share with the SFA on a monthly basis.

FSCPC is to employ one (1) on site qualified professional to meet the responsibilities outlined in the RFP.

Responsibilities of the Contractor shall include:

- a. Purchasing of Supplies and/or equipment for the Food Service Program
- b. 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.
- c. All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.
- d. The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.
- e. Purchase food and/or supplies (if applicable); if authorized by the District, the Contractor shall purchase food used by the food service operation and the purchasing of food shall not displace District staff or delegate responsibilities of the District to the Contractor.
- f. Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation.

Facility or Site Operations

The Contractor shall recommend:

- a. Safety programs for employees
- b. Sanitation standards for housekeeping, preparation, storage, and equipment
- c. A Food Safety Plan and participate in the development, implementation, and maintenance of said plan.
- d. Methods to increase participation at all levels of the District's food service programs, improve food quality, and upgrade equipment and facilities.
- e. Hours and number of positions at each site to meet food service operational needs.

Menus

- a. Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the Contractor may only make changes with the District's approval (7 CFR 210.16[b][1]).
- b. 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.
- c. Seek student and parent input on successful menu variation and planning.
- d. Provide, upon request by the District, 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.

Quality Control

- a. Recommend or establish a formal structure to gather input routinely and continuously from students, staff, and parents about food services.
- b. Recommend or establish a structure or process to gather input routinely and continuously from food service employees to ensure the most effective and efficient operation possible.

Staff

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

Records

- a. 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.
- b. Maintain employment records that show Contractor staff have all professional and health certifications as required by federal or state law and the District.

Education

- a. 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 Contractor will work in partnership with the District to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.
- b. Coordinate meeting times with the Supervisor of Food Service, other District staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the Contractor and the Supervisor of Food Service, other District staff, and/or the school board, upon request.

Reports

- a. 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 District contact by the Contractor consultant/representative on or before the **10th** of each month (*7 CFR 210.16[c][1]*).
- b. Provide the District with monthly operating statements and other information determined by the District regarding the food service programs.

Specific Contractor Tasks

- a. Make menu recommendations that meet California's new Universal Meal requirements, including 40% scratch cooked entrees for both breakfast and lunch using minimally processed foods.
- b. Must provide the efficiency and cost factors that allow the Food Service Fund to maximize its revenue potential.

- c. Must show data to support that it has worked to increase participation in reimbursable meals (both breakfast and lunch) at all schools. For example, provide a monthly participation trend for the breakfast and school lunch program by school.
- d. May make recommendations based on best practices to increase efficiency, increase participation, and reduce costs while maintaining high quality meals. All recommendations shall be submitted in writing to the SFA's Supervisor of Food Services and the Assistant Superintendent of Business Services. The Contractor understands recommendations may or may not lead to action by the District

Exhibit B

Schedule of Fees

All costs are based on the average daily participation of approximately 1,900 served for 180 school days. Seamless Summer programs average daily participation of approximately 200 for 20 days.

Cost Breakdown

Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>	Annual Cost
1.		\$
2.		\$
3.		\$
4.		\$
	Sub Total	\$
	Contractor Fixed Costs	Annual Cost
5.	Consultant Fee Per Meal	\$
	SUBTOTAL	\$
	GRAND TOTAL	\$

Contractor Fee PER MEAL

Respondent Instructions:

Costs should be based on the following menus, including required packaging materials, cleaning supplies, and kitchen disposables, as listed. Food products should be fully compliant with the USDA Food Buying Guide and all Federal Meal Patterns.

1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast (1 to 1)		\$	\$
Lunch (1 to 1)		\$	\$
Supper (1 to 1)		\$	\$
Snack (1 to 1)		\$	\$
Non-Reimbursable Meals		\$	\$
Blended Contractor Fee Per Meal		\$	\$