

Notice of Request for Proposals**Food Vendor Company
FVCRFP1003**

Notice is hereby given that Soleil Academy (hereinafter referred to as **SFA**) is requesting proposals for a Food Vendor Company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

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

The Request for Proposal (RFP) documents are available from
Soleil Academy Web at <http://www.soleilacademy.org/public-documents.html>

To request the RFP documents by e-mail please contact

Ramon Avilez
e-mail ravilez@soleilacademy.org

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

Respondents must email their written proposals to ravilez@soleilacademy.org and submit written proposals in a sealed package labeled to

Proposal - Food Vendor Company
FVCRFP1003

Addressed to the SFA at
Soleil Academy
3900 Agnes Ave
Lynwood, CA 90262

Attn: Ramon Avilez

The SFA will accept all proposals received on or before **March 30 at 3:00PM**. The SFA will not accept proposals that are received after the deadline. The SFA **will open proposals at 12:00PM on March 31**.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA.

Soleil Academy



**REQUEST FOR PROPOSAL
FOOD VENDOR COMPANY
Cover Page**

CONTACT INFORMATION

FVCRFP1003

by

Soleil Academy
CHARTER SCHOOL

ADDRESS ALL PROPOSALS TO:

Ramon Avilez
Director of School Operations

Soleil Academy
3900 Agnes Ave
Lynwood, CA 90262
Tel: 323-409- 0801
ravilez@soleilacademy.org



Request for Proposal

Table of Contents

INTRODUCTION/PURPOSE OF SOLICITATION	1
SCHEDULE OF EVENTS	3
GENERAL INSTRUCTIONS FOR RESPONDENTS	4
PROPOSAL REQUIREMENTS	8
EVALUATION OF PROPOSALS	11
ATTACHMENT A: ATTACHMENTS CHECKLIST	12
ATTACHMENT B: MINIMUM QUALIFICATIONS	13
ATTACHMENT C: FVC PROFESSIONAL STANDARDS.....	15
ATTACHMENT D: PROPOSAL QUESTIONNAIRE	15
ATTACHMENT E: RESPONDENT REFERENCES.....	17
ATTACHMENT F: AUTHORIZATION AGREEMENT	18
ATTACHMENT G: FEE PROPOSAL.....	19
ATTACHMENT H: CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	20
ATTACHMENT I: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.....	24
ATTACHMENT J & K: 21 DAY CYCLE MENU/MANDATORY FOOD TASTING	25
FIXED-PRICE CONTRACT	I

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a Food Vendor Company (FVC) that will provide Soleil Academy (hereinafter referred to as the school food authority [SFA]) with unitized and family style meals and snack for their food service operation. The FVC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the School Breakfast Program and National Food Lunch Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* [7 CFR, Parts 210, 220) **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, seeking student and parent input, offering menu variations, and improving planning**
- **Maintain reasonable prices for students and adults participating in the food service program**
- **Maintain student and staff morale at a high level**

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

To be competitive in this solicitation, the Respondent must:

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

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



**Schedule of Events
for
FVCRFP1003**

• First Public Notice	Monday	March 7, 2022
• Release of RFP	Monday	March 14, 2022
• Respondent Question Submission Deadline	Monday	March 28, 2022
• SFA Provides Answers	Friday	April 1, 2022
• Food Vendor Taste Test at Rosa Parks Elm	Saturday	April 2, 2022
• Deadline for Submission of Sealed Proposal	Wednesday	April 6, 2022
• Proposals Opened	Thursday	April 7, 2022
• Proposals Evaluated	Monday	April 11, 2022
• Anticipated Contract Award Date	Wednesday	April 13, 2022

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <http://www.soleilacademy.org/public-documents.html>.

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
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 that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. The Respondent shall provide payment terms within their proposal.
8. 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 210.16(c)(1).
9. 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]
10. The SFA participates in meal programs that require the use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 *CFR*, sections 220.21(d) and/or 220.16(d), USDA SP 38-2017.
11. The Respondent will document why a non-domestic food is being substituted for domestic foods. 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 of a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to the Buy American Provision.

12. The Respondent will provide documentation about the percentage of domestic product in any processed end product. If the percentage is less than 51% then the respondent will notify the SFA of the non-domesticity of the processed end product.
13. The Respondent will provide certification of domestic origin for products which do not have country of origin labels.
14. 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)]
15. The Respondent shall include a 21 Day Cycle menu. (7 CFR, Section 210.10)
16. The Respondent shall include meal pattern requirements for breakfast, as per 7 CFR, Section 220.8?
17. 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)]
18. 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 250.51(b)]
19. The Respondent will provide the method of determining the donated food values to be used in crediting. [7 CFR, Section 250.51(c)]
20. The Respondent shall agree to penalties for nonperformance. [7 CFR, Section 210.16(b)(2)]
21. 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 area 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 businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (Title 2, *Code of Federal Regulations*, Section 200.321(a)(b)(1-6))
22. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person

named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.

23. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on <http://www.soleilacademy.org/public-documents.html>. The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site, or request it by e-mail or postal mail.
24. 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.
25. 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.
26. The SFA will not consider a joint proposal submitted by two or more entities.
27. 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.
28. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
29. 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.
30. 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.
31. Respondents may submit their questions regarding the information presented in this RFP to Ramon Avilez in writing by e-mail at ravilez@soleilacademy.org no later than March 28, 2022 at 3PM. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
32. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.

33. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.
34. Respondents shall submit two original signed paper copy and one copy in digital format (e.g., flash drive, email etc.).
- a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
 - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
 - c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

Proposal—Food Vendor Company

FVC Name Submitting RFP

FVCRFP1003

FOOD SERVICE PROGRAM

Soleil Academy
3900 Agnes Ave
Lynwood, CA 90262

Ramon Avilez, Director of School Operations

Proposal Requirements

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

Section 1 - Administrative Requirements

A. Cover Letter

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

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

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

B. Table of Contents

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

Section 2 – Required Attachments

A. Attachment Checklist

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

B. Minimum Qualifications

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

C. FVC Professional Standards

Establishes minimum professional standards for school nutrition personnel who serve and keep track of meals for the National School Lunch and School Breakfast Programs (as listed on Attachment C).

D. 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.

E. Respondent References

Respondents must provide three references on 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 listed.

F. Authorization Agreement

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

G. Fee Proposal

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

H. Certifications

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

I. Certificate of Price Determination

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

J. 21 Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment K) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

K. Mandatory Food Tasting

Vendors will provide samples of the end products that meet specifications for food service staff evaluation and student taste testing evaluation, as requested by Soleil Academy

Evaluation of Proposals

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

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

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

CRITERIA	MAXIMUM POINTS
1. Method of Approach and Implementation Plan Section (<i>Weight 35%</i>) a. Purchase Specifications b. Menu Planning	8.75
2. Experience, Expertise, and Reliability Section (<i>Weight 28%</i>) a. Qualifications of Offeror and Offeror's References b. Offeror's Catering Information c. Offeror's Adherence to Federal Guidelines d. Conflict of Interest and Discontinued or Terminated Services	14
3. Pricing Section (<i>Weight 37%</i>)	16.65
4. Presentation – Food Tasting	15
TOTAL POINTS	54.40

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

Attachment A: Attachments Checklist

Respondent Company Name

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

Attachment	Attachment Name
_____ A	Attachments Checklist
_____ B	Minimum Qualifications
_____ C	FVC Professional Standards
_____ D	Proposal Questionnaire
_____ E	Respondent References
_____ F	Authorization Agreement
_____ G	Fee Proposal
_____ H	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
_____ I	Certificate of Independent Price Determination
_____ J	21 Day Cycle Menu (Include)
_____ K	Mandatory Food Tasting

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 March 7, 2022 both the Respondent's company and its key personnel meet all of the following minimum qualifications:

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

Yes _____ No _____

2. The Respondent has the resources and ability to provide up to 105,000 meals per fiscal year between two different school sites.

Yes _____ No _____

3. The Respondent has the ability to facilitate a taste testing during the assigned date listed in this RFP.

Yes _____ No _____

4. The Respondent has knowledge and experience with the School Breakfast Program, National School Lunch Program, Seamless Summer and After-school Meals.

Yes _____ No _____

5. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes _____ No _____

6. The Respondent is licensed to do business in the State of California.

Yes _____ No _____

7. Respondent will ensure that any and all employees handling food in any way at the SFA location keep current and appropriate ServSafe certification.

Yes _____ No _____

8. The Respondent has the capability to provide equipment as needed to store and prep meals for service.

Yes _____ No _____

9. The Respondent has the ability to provide at least 1 server at each school site

Yes _____ No _____

10. The Respondent has the ability to provide a combination of both unitized and family style meals at both locations.

Yes _____ No _____

Attachment C: FSV Professional Standards

FSV Employees Professional Standards

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

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

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSV. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSV staff performing any of the duties described above.

The FSV shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30, which can be viewed at the following Web page:

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

- The SFA shall ensure that all staff the FSV proposes for placement meet the minimum professional standards.
- The FSV shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSV shall remove from the SFA premises any staff who fail to take the required annual training.
- The FSV shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment D: Proposal Questionnaire

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

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment 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 food vending service and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food vending 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 details on how your company will be able to provide equipment (ie, refrigerator, re-therm oven, etc.) as needed to store and prep meals for service.
5. 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.
6. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level. The organizational chart must contain titles and names.
7. Provide a description of promotional and 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 references to which the Respondent has provided both unitized and family style meal services within the past three 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 Vendor Company FVCRFP1003

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

FVC Name

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 year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Soleil Academy.
5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Soleil Academy.
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.

FVC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment G: Fee Proposal

All costs are based on average daily participation of 100 at Mark Twain Elementary and 200 at Rosa Parks Elementary (300 average breakfast, 300 average lunch) number of meals served on 175 number of school days.

Breakfast Serving Time: 7:00AM

Breakfast Second Opportunity Serving Time: 9:30AM

Lunch Serving Time: 11:30AM

COST PER MEAL			
Respondent Instructions: ⇒ Provide the cost per meal; base all food costs on the attached 21-day cycle menu . ⇒ Prices must not include values for USDA Foods and must include all meal programs applicable.			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	300	\$	\$
Lunch	300	\$	\$
After-school Snacks	100	\$	\$
Non-reimbursable Meals	0	\$	\$
TOTAL	700	\$	\$

**Attachment H: Certifications Regarding Lobbying, Debarment, Suspension, and
Other Responsibility Matters**

CERTIFICATION REGARDING LOBBYING

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

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (Type or Print)

TITLE: _____

(Signature) (Date)

Disclosure of Lobbying Activities and Instructions

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

Approved by
OMB

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance <div style="text-align: right;"><input type="checkbox"/></div>	2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. Post-Award <div style="text-align: right;"><input type="checkbox"/></div>	3. Report Type: a. Initial filing <div style="float: right;"><input type="checkbox"/></div> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <div style="margin-left: 150px;"><input type="checkbox"/> Subawardee</div> <div style="margin-left: 150px;"><input type="checkbox"/> Tier, if known</div> Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: 		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): 		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
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.		Signature: _____ Print Name: _____ Title: _____ Telephone No: () _____ Date: _____
FEDERAL USE ONLY:		<i>Authorized for Local Reproduction</i> Standard Form (SF—LLL (Rev. 7-97))

INSTRUCTIONS

Disclosure of Lobbying Activities (SF-LLL)

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and phone number.

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

Debarment, Suspension, and Other Responsibility Matters

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

A. The contractor certifies that it and its principals:

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

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

Contractor/Company Name

Award Number, Contract Number, or Project Name

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

Signature(s)

Date

Attachment I: Certificate of Independent Price Determination

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

Name of FVC

Soleil Academy

Name of SFA

- A. By submission of this offer, the offeror (FVC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
- A. 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;
 - B. 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
 - C. 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 FVC's
Authorized Representative

Title

Date

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

Signature of SFA's
Authorized Representative

Title

Date

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

Attachment J: 21 Day Cycle Menu

Please attach to your Proposal

Attachment K: Mandatory Food Tasting

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion.

All Respondents will be invited to Soleil Academy on Saturday, April 2 for the Food Tasting event. Respondent will provide a Food Tasting opportunity to the following Rosa Parks Elementary. *Additional details will be released at a later time.*

Respondents will be responsible for the following:

- All Respondents will be asked to bring at 12 breakfast items, 12 lunch entrees and 6 snack items from their 21-day cycle menu in a combination of family style and unitized meals.
 - All entrees must be presented in the standard packaging that would normally be delivered to the school site.
- Bring their own food presentation equipment; including tables and heating equipment. Meals served during the Food Tasting with Soleil Academy must be representative of the meal's students would receive through the SBP and NSLP programs (for grades K-5) and must be compliant with all USDA requirements.

Soleil Academy will be responsible for the following:

- Select team for scoring duties
- The scoring committee will be composed of 5 students, 5 parents and 2 Food Service Staff members. 1 School Administrator will facilitate the scoring process at the food tasting event. The Administrator will be responsible for adding all scores into one final scoring sheet.
- The scoring team will be tasting all foods and score each vendor between 0 to 10.
- The school Administrator will add all student and food service staff scores to the final scoring sheet, including their scores.
- Participants will score food vendors according to taste and will score fairly
- The school Administrator will place the final scoring sheet into a sealed envelope and will submit to Beatriz Gutierrez by end of the food tasting event.



Fixed-Price Contract
For
FOOD VENDOR COMPANY

Soleil Academy
FOOD SERVICE PROGRAM

Ramon Avilez
Director of School Operations

Soleil Academy
3900 Agnes Ave
Lynwood, CA 90262
Tel: 323-409- 0801
ravilez@soleilacademy.org



Model Fixed-Price Contract

Table of Contents

CONTRACT SUMMARY	1
MODEL FIXED-PRICE CONTRACT	2
I. Introduction	2
II. General Terms and Conditions	2
III. Relationship of the Parties	9
IV. Buy American Requirements	10
V. Food Service Program	10
VI. U.S. Department of Agriculture Foods	13
VII. Meal Responsibilities	15
VIII. Food Vendor Company Employees	15
IX. Books and Records.....	16
X. Monitoring and Compliance	17
XI. Equipment, Facilities, Inventory, and Storage.....	18
XII. Certifications	18
XIII. Insurance	20
XIV. Termination	20
SCOPE OF WORK	22
SCHEDULE OF FEES	28

Contract Summary

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

Model Fixed-Price Contract

I. Introduction

The Soleil Academy, hereinafter referred to as the school food authority (SFA), enters into this Contract with _____ (FVC Name) hereinafter referred to as the Food Vendor Company (FVC) to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." During the term of this Contract, the FVC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FVC shall commence providing Services under the Contract on July 1, 2022 and continue through June 30, 2023. After careful consideration, the SFA may annually renew this Contract for three additional one year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7, *Code of Federal Regulations* [7 CFR], Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FVC Liaison for Services	
Name: Ramon Avilez		Name:	
Title: Director of School Operations		Title:	
Phone: 323-409- 0801	Cell Phone:	Phone:	Cell Phone:
Fax:	E-mail: ravilez@soleilacademy.org	Fax:	E-mail:

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

SFA	FVC
Name: Ramon Avilez	Name:
Title: Director of School Operations	Title:
Address: 3900 Agnes Ave Lynwood, CA 90262	Address:

C. Fees

1. Fixed-price Contracts

The SFA will pay the FVC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FVC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FVC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations* (7 *CFR*), parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FVC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, *Code of Federal Regulations* [2 *CFR*], sections 200 & 400).

2. Payment Terms

The FVC shall submit monthly invoices by the 8th day of the following month that reflect all activity for the previous month. The FVC 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 FVC, and must be allowable costs consistent with the cost principles in 2 *CFR*, parts 200 or 400, as applicable. The SFA will pay invoices submitted by the FVC within 45 calendar days of the invoice date. The SFA will pay invoices received by its accounting department by the 45th calendar day, if the invoices pass the SFA's audit (7 *CFR*, sections 210.14[a] 210.19[a], 210.21[c][3]). The SFA will notify the FVC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA (7 *CFR*, sections 210.19[a][1], 210.14[a], 210.21[f]).

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund). The SFA will not pay unallowable expenses from the SFA's cafeteria fund (2 *CFR*, Section 200.449).

4. Spoiled or Unwholesome Food

The SFA shall make no payment to the FVC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for

the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR*, Section 210.16[c][3]).

D. Contract Cost Adjustment

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

E. Availability of Funds

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

F. Timeliness

Time is of the essence in this Contract.

G. Approval

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

H. Amendment

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

I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract (2 *CFR*, Section 200.324 [b][5]):

- The addition of a program
- A major shift in responsibilities for FVC/SFA staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (2 *CFR*, Section 200.324 [b][4])

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

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

L. Trade Secrets/Copyrights

The FVC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FVC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FVC and the SFA, and the FVC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of

the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant (7 *CFR*, Section 200.315)
- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (2 *CFR*, Section 200.315[B])

M. Severability

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

N. Counterparts

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

O. Silence/Absence/Omission

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

P. Indemnification

The FVC 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 FVC's acts or omissions, willful misconduct, negligence, or breach of the FVC's obligations under this Contract by the FVC, its agents, employees, or other persons under its supervision and direction.

The FVC 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

If the FVC fails to perform the contract terms:

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

R. Penalties

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

S. Breach of Contract

For the breach of the Contract and associated benefits:

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

T. The FVC shall comply with the provisions referenced in Appendix II to 2 *CFR* Part 200, which include but are not limited to:

- a) Equal Employment Opportunity (for contracts in excess of \$10,000)
- b) Davis Bacon Act (for construction contracts in excess of \$2,000)
- c) Rights to Inventions Made Under a Contract or Agreement (if applicable)
- d) Byrd Anti-Lobbying Amendment [31 U.S.C. 1352] (Appendix II to 2 *CFR*, Part 200 (for contracts worth \$100,000 or more]

U. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, 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 FVC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d).
 4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

V. Nondiscrimination

Both the SFA and FVC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities (2 *CFR*, Section 210.23[b]))

W. Compliance with the Law

The FVC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food

service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FVC's compliance efforts.

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

X. 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.

Y. 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 FVC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FVC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FVC for taxes; all of which will be the FVC's responsibility. The FVC 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 FVC 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.** Where the SFA is a public school district or program operated by the county Office of Education, the FVC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP and SBP under the NSLP (*EC* Section 45103.5).
- C.** All services to be performed by the FVC will be as agreed between the FVC and the SFA. The FVC will be required to report to the SFA concerning the

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

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

IV. Buy American Requirements

A. Food Vendor Company Responsibilities

1. The Food Vendor Company (FVC) must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo [SP 38-2017](#)).
2. The FVC will provide documentation justifying their use of exceptions to the Buy American provision.
3. The FVC will provide documentation about the percentage of domestic product in any processed end product.
4. The FVC will provide certification of domestic origin for products which do not have country of origin labels.

V. Food Service Program

A. Food Vendor Company Responsibilities

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

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA 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 210.09(b)(1) and 210.16[a][4]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR*, Section 210.8[a][1]).
4. The SFA shall retain 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 children are charged 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 students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).
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 program (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 letter to households 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 uses 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 FVC, to the extent that such information is necessary for the FVC to fulfill its obligations under this Contract. The FVC 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* Section 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 with menu planning (7 *CFR*, Section 210.16[a][8]).
15. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met at SFA facility (7 *CFR*, Section 210.16[a][7]). FVC shall maintain applicable health certification and ensure that all state and local regulations are being met by the FVC preparing meals off-site.
16. The SFA may not contract with the FVC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FVC offers free, reduced price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).

VI. U.S. Department of Agriculture Foods

A. Food Vendor Company Responsibilities

1. The FVC shall fully use, 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 FVC shall comply with the following provisions relating to the use of USDA Foods, as applicable:
 - a. The FVC 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 FVC 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 FVC shall account for the full 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 Food Distribution Web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>
3. The FVC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR*, Section 250.50(d)(2), (3), and (4), and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.
4. The FVC 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 FVC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated

foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).

6. According to 7 *CFR*, Section 250.53(a)(7), the FVC 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.
7. The FVC 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.
8. The FVC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods (7 *CFR*, Section 250.53[a][9]).
9. The distributing agency, sub distributing agency, the CDE, SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FVC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods (7 *CFR*, Section 250.53[a][10]).
10. The FVC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR*, Section 250.54(b).
11. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods (7 *CFR*, Section 250.53[a][12]).

B. School Food Authority 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 FVC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR*, Section 210.16[a][6]).
2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR*, Section 210.9[b][15]).
3. The SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the

FVC has credited the value of all USDA Foods in accordance with 7 *CFR*, sections 250.54(a) and (c).

VII. Meal Responsibilities

A. The FVC shall (7 *CFR*, Section 250.54[a] and [c]):

1. Serve meals on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program (7 *CFR*, Section 210.16[a]).
3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, Part 210.

VIII. Food Vendor Company Employees

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

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

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

- A.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- B.** The FVC shall comply with all wage and hours of employment requirements of federal and state laws. The FVC will be responsible for supervising and training their personnel.

- C.** The FVC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- D.** The FVC 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.
- E.** The FVC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FVC 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 FVC 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.

IX. Books and Records

- A.** The SFA and the FVC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FVC 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 FVC 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 any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9(b)(17) and 2 *CFR*, Section 200.336[a]).
- C.** The FVC shall not remove state or federally required records from the SFA premises upon contract termination.
- D.** The SFA and the FVC 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 FVC that are directly pertinent to the Contract for the purpose of

making any audit, examination, excerpts, and transcriptions (2 *CFR*, Section 200.336[a]).

X. Monitoring and Compliance

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

XI. Equipment, Facilities, Inventory, and Storage

- A.** The FVC shall notify the SFA of any equipment belonging to the FVC on the SFA's premises within 10 days of its placement on the SFA's premises.
- B.** 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.
- C.** The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FVC for purposes of inspection and audit.
- D.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- E.** All USDA Foods shall remain with the SFA (7 *CFR*, Section 210.16[a][6]).
- F.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FVC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

- A.** The FVC 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 200 and 7 *CFR*, parts 210, 215, 220, 225, 245, 250, and USDA FNS Instruction and policy, as applicable. The FVC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FVC's violation of this provision.
- B.** The FVC 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.

- C. The SFA and FVC shall comply with all applicable standards, orders, or regulations issued, including:
- A. Section 306 of Clean Air Act (42 U.S.C. 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - B. Section 508 of the Clean Water Act (33 U.S.C. 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - C. Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - D. Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FVC agrees not to use a facility listed on the EPA's List of Violating Facilities

D. Debarment Certification

The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany each subsequent four (4) additional one-year renewals (2 *CFR*, sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

F. Energy Policy and Conservation Act:
<http://legcounsel.house.gov/Comps/EPCA.pdf>.

The SFA and the FVC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

XIII. Insurance

The parties shall maintain the following insurances:

i. 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 all employees employed in connection with child nutrition program operations.

ii. Comprehensive or Commercial Insurance

The FVC shall maintain during the term of this Contract, for protection of the SFA and the FVC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FVC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FVC 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 FVC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

iii. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

- iv. Sexual Abuse and Molestation** Provide Sexual Molestation and Abuse coverage with no less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) general aggregate, naming Para Los Niños as additional insured.

XIV. Termination

Either party may terminate this Contract at any time upon 30-days' written notice (7 CFR, Section 210.16[d]).

Either party may cancel for cause with a 30-day notification if either party breaches a provision of this Contract (7 *CFR*, Section 210.16[d]) 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 30-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 30-day period (2 *CFR*, Section 200.339[a][3]). This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FVC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Part 200). The Contract may also be terminated, in whole or in part, by the FVC 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, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under 2 *CFR*, Part 200, Appendix II(B). 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.

Scope of Work

1. Overview of Soleil Academy Food Service Program

- A. Scale. Soleil Academy operates one elementary school at two different locations.
 - B. Financial Goals. The SFA expects the FVC to operate a fiscally responsible food service program. FVC must provide a price point at least \$0.15 below the NSLP reimbursement rate for agencies that serve more than 40% Free and Reduced students for breakfast and 60% Free and Reduced students for lunch
 - D. Management Goals. The SFA expects the FVC to operate a compliant food service program. In the event of an Administrative Review, the SFA will expect the FVC to provide audit support such as menus and other documentation.
 - E. Food Service. FVC will provide at least 2 Hot Breakfast and 2 Lunch meals per week with a combination of both family style and unitized meals.
 - D. Food Service Office and Staff. The food service office and delivery site is located at 12315 Thorson Ave, Lynwood, CA 90262 and 3900 Agnes Ave., Lynwood CA 90262. The number of food service staff being requested from FVC is at least 1 per site.
 - E. Equipment. The SFA expects the FVC to provide equipment to hold meals at food safe temperatures. SFA will be responsible for installing appropriate electrical outlets.
- v. National School Lunch Program and School Breakfast Program.

Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION
National School Lunch (NSLP)	K-5	300	300
School Breakfast Program (SBP)	K-5	300	300
After-school Snack	K-5	100	100

Breakfast Serving Time: 7:00AM

Breakfast Second Opportunity Serving Time: 9:30AM

Lunch Serving Time: 11:30AM

*These numbers are based on full enrollment capacity indicated in each school's charter. There is no guarantee these numbers will be met.

2. Description of FVC Responsibilities

General: under the direction of the SFA's Food Service Director, the FVC selected pursuant to this RFP will provide the following.

- vi.** Invoice SFA for prepared meals in accordance with the number of meals requested.
- vii.** Provide the SFA, for approval, a proposed cycle menu for the operational period, at least 15 operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA, and documented on the menu records. Meals must be planned and prepared to meet the USDA meal pattern requirements and nutritional standards.
- viii.** Maintain full and accurate records that document:
 - a. the menus were provided to the SFA during the term of this Agreement,
 - b. a listing of all components of each meal,
 - c. an itemization of the quantities of each component used to prepare said meal, and
 - d. provide the SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.
- ix.** Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
- x.** Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the SFA. Meal count documentation must include the number of meals requested by the SFA.
- xi.** Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within 48 hours of the scheduled delivery time.
- xii.** Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals delivered to the SFA no later than the 8th day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be delivered to the SFA, are spoiled, or unwholesome at the time of delivery to the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the SFA the full amount of any meal over claims which are attributable to the Vendor's negligence, including those over claims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.

- xiii.** Provide the SFA with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.
- xiv.** Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
- xv.** Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- xvi.** Be paid by the SFA for all meal delivered to the SFA in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for delivery to the SFA and the number of meals served by the SFA that are not eligible for reimbursement.
- xvii.** Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
- xviii.** Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

A. Purchasing of Supplies for the Food Service Program

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

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

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

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

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

B. Facility or Site Operations

The FVC shall recommend:

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

C. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FVC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable).

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

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

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

D. Quality Control

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

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

E. Staff

Provide food service staff to serve meals and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public

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

F. Records

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

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

G. Education

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

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

H. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of

meals to be claimed will be submitted to the SFA contact by the FVC consultant/representative (7 *CFR*, 210.16[c][1]).

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

Exhibit B

Schedule of Fees

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

All costs are based on the average daily participation of 300 students between 2 sites and 175 number of school days.

Cost per Meal

Note: Prices must **not** include values for USDA Foods, and must include all meal programs. Cost of equipment should be included in pricing.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	300	\$	\$
Lunch	300	\$	\$
After-school Snack	100	\$	\$
TOTAL	700	\$	\$

*Units to be provided by SFA