

# REQUEST FOR PROPOSALS

## VENDED MEAL SERVICE

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### CONTACT INFORMATION

RFP # 18-004/ AIMS Lunch Program

by

American Indian Model Schools



ADDRESS ALL PROPOSALS TO:

American Indian Model Schools

Tiffany Tung: Data, Operations, Accountability Manager

171 12<sup>th</sup> St. Oakland, CA 94607

Operations Department Attention: Ms. Tung

Bid Opening: June 13, 2018

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# Request for Proposal

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## Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a meal vendor that will provide **American Indian Model Schools** (hereinafter referred to as the school food authority [SFA]) vended meals to their food service operation. The meal vendor 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 National School Lunch Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. General food service goals are to:

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

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations (2 CFR)* parts 200 and 400. The 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 meal vendors must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure

this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

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

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

## **SCOPE OF WORK**

The vendor will supply vended lunches at **American Indian Model Schools**, hereinafter referred to as the **School Food Authority** or **SFA**, that comply with the nutritional standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program (NSLP). The vendor will prepare meals off-site in a facility that maintains the appropriate state and local health certifications, and will package and deliver these meals in accordance with the food safety guidelines of the appropriate governing health departments. Vendors must submit with their bid a copy of the current state and local health certifications.

## **GENERAL VENDOR RESPONSIBILITIES**

- a. The vendor shall provide the services required by this RFP at all times in accordance with generally accepted standards of care and best practices in the industry.
- b. Vendor will provide one (1) breakfast option and two (2) lunch options on a daily basis, including one (1) vegetarian option.
- c. Vendor shall deliver meals to location(s) at times specified by SFA.
- d. Vendor is expected to follow all regulations of the NSLP in accordance with USDA and CDE guidelines. Daily meal production records and temperature logs (departure, arrival and service) are to be recorded and maintained on site in an organized manner. All meals are to follow the USDA meal pattern for the ages served at each site. SFSC staff are expected to be properly trained on all aspects of the Program requirements (Civil rights, non-discrimination, offer vs. serve, food safety) prior to beginning service. Each staff member must obtain the Food Handlers License prior to handling food items and submit a copy of the license to the SFA. All SFSC staff is to treat all students with respect and maintain confidentiality when serving meals.
- e. Vendor will provide the necessary utensils and napkins in sufficient quantity for the number of meals ordered.
- f. Vendor shall be responsible for the condition or care of meals until they are delivered to the school.
- g. The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels.
- h. Vendor shall provide to SFA a monthly menu covering the meals to be served for the following month, no later than two (2) weeks prior to the end of each month.
- i. When requested by the SFA, the Vendor shall provide SFA with bag lunches for field trips. All meals for field trips must meet the appropriate meal pattern requirements.
- j. Vendor shall maintain all necessary records on the nutritional components and quantities of the meals served at the SFA and make said records available for inspection by the SFA, the CDE, and the USDA, upon request.
- k. The vendor shall participate in the parent, teacher, and student advisory board.
- l. The vendor is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 C.F.R. §210.10(m) when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need.

## **GENERAL SFA RESPONSIBILITIES**

- a. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the state of California and the United States Department of Agriculture. The SFA must authorize any deviations from the approved menu cycle.
- b. The SFA may request menu changes periodically throughout the Term of the Contract and shall inform the vendor of any adjustments to menus and monitor implementation of adjustments.
- c. The SFA orders meals on a weekly basis for each site for each type of meal to be delivered. The SFA can increase or decrease the number of meals ordered or cancel deliveries on a 24-hour notice to the vendor.
- d. The SFA shall be responsible for receiving medical statements regarding students' disabilities/special dietary needs and shall ensure the vendor complies with all special dietary accommodation requirements. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

## **EQUIPMENT**

- a. Existing Equipment:
  - a. Two warming cabinets
  - b. One large milk cooler
- b. The SFSC shall provide equipment to hold and serve the meals.
- c. The vendor shall provide written notification to the SFA of any equipment belonging to the vendor within ten days of its placement on SFA premises.
- d. The vendor shall retain title to all vendor-owned property and equipment when placed in service. The vendor shall provide, at no cost to the SFA, complete maintenance, repair, and replacement services for all vendor-owned property and equipment.
- e. Upon expiration or termination of the Contract, it shall be the vendor's responsibility to remove all vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

## **PACKAGING REQUIREMENTS**

- a. Hot meal unit—packaging suitable for maintaining components at temperatures in accordance with state and local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 135°F.
- b. Cold meal unit or unnecessary to heat—container and overlay to be plastic or paper and of non-toxic material.
- c. Sack meals must be in white or brown paper bags or in boxes with enough strength to hold meals without tearing or ripping.
- d. Meals shall be delivered with the following items: condiments, straws for milk, napkins, single service ware, and serving utensils. Vendor shall insert non-food items that are necessary for the meal to be eaten.

## **DELIVERY REQUIREMENTS**

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

- b. The vendor shall provide a delivery slip with the date and the number of meals delivered. The SFA authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals received.
- c. Meals must be delivered in closed-topped, sanitary vehicles.
- d. Meals must be delivered in clean, sanitary transporting containers that maintain the proper temperatures of food and are food-grade containers approved by the local or state health departments.
- e. When an emergency prevents the vendor from delivering meals, the vendor shall notify the SFA-authorized representative or his/her designee immediately by phone of the emergency and when the meals will be delivered.
- f. The SFA reserves the right to inspect and determine the quality of food delivered. The SFA may reject and not pay for any meals or components of meals that are unwholesome, judged as poor quality, damaged, incomplete either due to inadequate portion sizes or missing number of meal components, or delivered in unsanitary conditions such as incorrect temperatures.
- g. All refrigerated food shall be delivered at an internal temperature of 40°F or below. No frozen food will be allowed. All hot food shall be delivered with an internal temperature of 135°F or above.

### **PROPOSAL SUBMISSION AND AWARD**

Sealed proposals are to be submitted to the SFA. Proposal is to be submitted in a sealed box marked "Food Service Management Proposal." Send one (1) original and one copy of the proposal to the addresses listed above. The SFA reserves the right to reject any or all proposals, if deemed to be in the best interest of the SFA. One electronic copy shall be emailed to [nick@schoolfoodsolutions.org](mailto:nick@schoolfoodsolutions.org).

Award shall be made to the qualified and responsible SFSC whose proposal is deemed in the best interest of the School by the evaluation process. SFSC must fully inform themselves as to the conditions, requirements and specifications before submitting proposal.

### **INCURRED COSTS**

The SFA is not liable for any cost incurred by the SFSC prior to the signing of a contract.

### **CONTACT TERMS**

This contract shall be for an approximate period of one (1) year beginning on **July 1, 2018** and ending **June 30, 2017** with up to four (4) one- year renewals with mutual agreement between the SFA and the SFSC.

The Food Service program shall meet all requirements of the National School Lunch Program of the United States Department of Agriculture, and the California Department of Education.

The SFA shall retain ultimate control over meal prices, and all appropriate elements of the food service program.

Terms of the actual agreement with the successful SFSC will be developed through negotiation to be consistent with the rights reserved by the SFA as described by USDA rules and regulations.

### **SITE VISIT**

**A non-mandatory pre-bid meeting is scheduled for May 24, 2018 at 2:00 PM.**

## **QUESTION AND ANSWER**

All questions shall be submitted to **Nick Goldsobel (nick@schoolfoodsolutions.org)** via email. A formal addendum to this bid will be made available to interested vendors providing answers to a cumulative list of questions.

### **Schedule of Events for RFP # 18-004**

- |  |                               |
|--|-------------------------------|
| • Release of RFP                             | May 15, 2018                  |
| • First Public Notice                        | May 15, 2018                  |
| • Pre-Bid Meeting                            | May 24, 2018 at 2:00 PM PST   |
| • Respondent Question Submission Deadline    | May 30, 2018 at 12:00 PM PST  |
| • SFA Provides Answers                       | June 4, 2018                  |
| • Deadline for Submission of Sealed Proposal | June 13, 2018 at 12:00 PM PST |
| • Proposals Opened                           | June 13, 2018 at 12:00 PM PST |
| • Proposals Evaluated                        | June 13, 2018                 |
| • Anticipated Contract Award Date            | June 15, 2018                 |

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 to the AIMS website ([www.aimschools.org](http://www.aimschools.org)) and emailed to an interested vendor list.



## 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. 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.
8. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum via email and on [www.aimschools.org](http://www.aimschools.org). The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site, or request it by e-mail, postal mail, or fax.
9. 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.
10. 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.
11. The SFA will not consider a joint proposal submitted by two or more entities.

12. 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.
13. 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.
14. 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.
15. 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.
16. Respondents may submit their questions regarding the information presented in this RFP to Robert Keogh (bob@schoolfoodsolutions.org) no later than 4:00 PM on January 5, 2017. 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.
17. SFA representatives reserve the right to contact a Respondent's references prior to any award of a contract.
18. 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 the respondents. A material change will require the SFA to rebid the contract.
19. Interested Respondents are may be required to provide a taste test to the RFP evaluation committee after submitting a proposal in order to determine the quality of their meals.
20. Respondents shall submit one paper copy and one copy in digital format (e.g., CD, DVD, flash drive, etc.).
  - a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
  - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.
  - c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

RFP # 18-004  
Request for Proposal- Vended Meal Service  
Tiffany Tung: Data, Operations, Accountability Coordinator  
171 12<sup>th</sup> St. Oakland, CA 94607

## **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	Title
A.	Cover Letter
B.	Table of Contents
C.	Attachments Checklist
D.	Minimum Qualifications
E.	Proposal Questionnaire
F.	Respondent References
G.	Authorization Agreement
H.	Fee Proposal
I.	Certifications

### 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.

### **C. Attachments Checklist**

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

### **D. Minimum Qualifications**

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

### **E. 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.

### **F. 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.

### **G. Authorization Agreement**

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

### **H. Fee Proposal**

The Respondent must complete the Fee Proposal (Attachment G) and return it with the proposal package. The Fee Proposal must include all costs incurred to provide the services specified in this RFP.

### **I. Certifications**

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

## Evaluation of Proposals

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

The SFA will determine if a proposal is responsive or nonresponsive.

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

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

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

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

An error in the proposal may cause the 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	Points
Financial Stability	5
Vended Meal Capabilities	10
K12 Experience in NSLP	20
References	5

Food Standards and Menu	10
Cost	50
<b>Total</b>	<b>100</b>

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

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Respondent Company Name

Please complete this checklist to confirm that the required attachments listed below are 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 documents must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
A. _____	Cover Letter
B. _____	Table of Contents
C. _____	Attachments Checklist
D. _____	Minimum Qualifications
E. _____	Proposal Questionnaire
F. _____	Respondent References
G. _____	Authorization Agreement
H. _____	Fee Proposal
I. _____	Certifications

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 12/1/16 both the Respondent's company and its key personnel meet all of the following minimum qualifications:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

2. The Respondent has the resources and ability to provide 371,880 meals per fiscal year.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. The Respondent has knowledge and experience with the National School Lunch Program.

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

5. The Respondent is licensed to do business in the state of California.

Yes \_\_\_\_\_ No \_\_\_\_\_

6. The Respondent has obtained all necessary permits, including a health permit, as required by the California Retail Food Code.

Yes \_\_\_\_\_ No \_\_\_\_\_



## **Attachment C Proposal Questionnaire**

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

## Attachment D Respondent References

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

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

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

**Attachment E**  
**Authorization Agreement**

Request for Proposal for Meal Vendor  
RFP Number: 18-004

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

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

Meal Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Attachment F  
Fee Proposal**

Cost Per Meal Table Basic Instructions: provide the cost per meal; base all food costs on the attached 21-day cycle menu.

**Note: all costs are based on average daily participation 70%.**

**COST PER MEAL**

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

<b>LINE ITEM</b>	<b>UNITS*</b>	<b>RATE</b>	<b>TOTAL</b>
Breakfast	181,080	\$	\$
Lunch	190,800	\$	\$
Snacks		\$	\$
Nonreimbursable Meals		\$	\$
<b>TOTAL</b>	<b>371,880</b>	<b>\$</b>	<b>\$</b>

\*SFA to provide Units

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

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 7 *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

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

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

## Attachment H Disclosure Of Lobbying Activities and Instructions

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

Approved by OMB  
No. 0348-0046

<p>1. Type of Federal Action:</p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/Offer/Application b. Initial Award c. Post-Award</p>	<p>3. Report Type:</p> <p>a. Initial filing <input type="checkbox"/> b. Material change <input type="checkbox"/></p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier, if known</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>c. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: ( ) _____ Date: _____</p>	
<p>FEDERAL USE ONLY:</p>		<p><i>Authorized for Local Reproduction Standard Form (SF—LLL (Rev. 7-97))</i></p>

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 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.

**Attachment I**  
**Debarment, Suspension, and Other Responsibility Matters**

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

- 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.

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Contractor/Company Name

---

Award Number, Contract Number, or Project Name

---

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

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Signature(s)

---

Date



**Attachment J**  
**Certificate of Independent Price Determination**

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

\_\_\_\_\_  
Name of FSMC

\_\_\_\_\_  
Name of SFA

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of FSMC's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of SFA's  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

## **Attachment K Menu Specifications**

Respondent must submit a twenty-one (21) day lunch menu, based on the below food specifications.

SFA will examine the sample menu on three criteria: 1) meal nutrition; 2) meal variety; 3) menu compliant with USDA meal pattern requirements, and state/federal portion sizes and nutritional values.

Meal nutrition: SFA will examine whether meals provide the proper amount of grains, produce, dairy and meat.

Meal variety: SFA will examine whether Respondents provide a variety of exciting and interesting meals.

At a minimum, any proposed menu plans must comply with the Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs published in January 2012.

## Attachment L Food Specifications

### SFA Healthy Food Standards

The SFA is issuing this bid with the priority of providing healthy meal options to students. In our commitment to providing students with the nutritious and healthy meals, we have set higher meal standards and expect the selected SFSC to meet these standards listed below. Vendor must be able to document compliance for these standards.

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

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

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

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

**Fruits and Vegetables**

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

**Baked Products**

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA lunch requirements, as applicable

**Staple Groceries**

- Staple groceries to be a quality level commensurate with previously listed standards

<b>USDA (min per day)</b>	<b>USDA K-5 Standards</b>	<b>SFA Standards 2016-17</b>
Cups/oz/grams per week	<b>July 2012</b>	
<b>Fruits</b>  2.5 (0.5)	<ol style="list-style-type: none"> <li>1) Fresh, frozen without added sugar, canned in juice/light syrup, or dried fruit options</li> <li>2) No more than half the offerings may be in the form of juice</li> <li>3) 100% juice only</li> <li>4) 1/4 cup dried fruit = 1/2 cup fruit</li> <li>5) Fruit/vegetable separated into two components</li> </ol>	<ol style="list-style-type: none"> <li>1) Fresh, canned or frozen (no additives). Fruits must be served at every lunch.</li> <li>2) No juice can be served at lunch</li> <li>3) Daily serving reflects variety over the week</li> </ol>
<b>Vegetables</b>  3.75 (0.75)	<ol style="list-style-type: none"> <li>6) Daily serving that reflects variety over the week</li> <li>7) Fresh, frozen, and canned products               <ul style="list-style-type: none"> <li>- Dark green 0.5</li> <li>- Red/Orange 0.75</li> <li>- Starch 0.5</li> <li>- Other 0.5</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>4) Fresh or frozen (no additives). Vegetables must be served at every lunch.</li> <li>5) A daily vegetarian entrée option must be provided if the entree is not vegetarian</li> </ol>

	<ul style="list-style-type: none"> <li>- Additional Vegetable 1.0</li> <li>- Legumes 0.5 (can also be credited as meat alternative)</li> </ul>	
<b>Grain</b> 8-9 oz (1)	8) Schools must offer the daily and weekly serving ranges of grains (min and Max) 9) All grains offered must be whole grain-rich (SY2014-15) <i>“Whole grain-rich” must be at least 50 percent whole grains</i> 10) Only 2 creditable grain-based desserts allowed a week. 11) Grains should meet at least one of the following: <ul style="list-style-type: none"> <li>- Whole grains pre-serving must be ≥ 8g (IOM)</li> <li>- Must have FDA’s whole grain health claim on packaging</li> <li>- Whole grain must be first in product ingredient list</li> </ul>	6) All grains served must meet both of the following: <ul style="list-style-type: none"> <li>- Whole grains per serving must be ≥ 8gm (IOM)</li> <li>- Whole grain must be first in product ingredient list</li> </ul>
<b>Meats/Meat Alternates</b> 8-10 oz (1)	12) A variety of meat/meat alternates is encouraged 13) Tofu and soy yogurt will be allowable as meat alternate	7) No mechanically separated meat 8) No animal by-products 9) Serving of processed meats with additives and fillers (e.g. sausage, meat patties) <u>must be limited to 2 times per week</u>
<b>Cheese</b>	No standard	10) No serving of processed cheese with additives and fillers (e.g. American cheese)
<b>Fluid Milk</b> 5 (1)	14) Allowable options <ul style="list-style-type: none"> <li>- Fat free (unflavored/flavored)</li> <li>- Low-fat (unflavored)</li> <li>- Fat-free or low-fat (lactose-reduced/lactose-free)</li> </ul> 15) Must offer at least two choices	11) All milk served must be rBST and rBGH free (artificial growth hormone free) as declared by manufacturer 12) No chocolate milk
<b>Saturated Fat</b>	16) < 10 percent of total calories 17) No total fat standard	
<b>Trans Fat</b> 0g	18) 0 grams = less than 0.5g serving 19) Naturally occurring trans fat excluded (e.g. beef, lamb, dairy products)	13) No artificial trans fats or hydrogenated oils in ingredient lists
<b>Sodium</b>	20) Current standard: ≤ 1230 mg 21) 2022-23 standard: ≤ 640 mg	
<b>Sugar</b>	No standard	14) Only products with natural sugar are allowed 15) No foods with High Fructose Corn Syrup in the ingredient list are allowed

<b>Cooking Method</b>	No standard	16) No deep frying 17) Fresh, less processed food preparation methods are encouraged
<b>Water</b>	No standard	18) Provision of water is not required
<b>Competitive Foods</b>	No standard	19) No competitive foods can be sold in the cafeteria or on school premises

## Attachment M

### Bid Criteria

<b>Criteria</b>	<b>Minimum Standard</b>	<b>Evidence/Document Requirement</b>	<b>Points</b>
<b>Financial Stability</b>	Two years of profitable financial performance	Provide copies of company financial statements for past two years	<b>5</b>
<b>Vended Meal Capabilities</b>	Vendor demonstrates experience providing vended meals, has appropriate transportation in working order for meal deliveries	Transportation plan, equipment inventory	<b>10</b>
<b>K-12 Experience in the National School Lunch Program</b>	A minimum of five (5) years in K-12 food service management, specifically National School Lunch Program	Documentation of experience as outlined in company history	<b>20</b>
<b>References</b>	Vendor must provide at least three customer references. Contract renewal rate preferred	Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information.	<b>5</b>
<b>Food Standards and Menu</b>	Vendor must be able to meet all healthy food standards outlined in Attachment K and L with fresh meals delivered daily	Demonstration of ability to meet minimum requirements and a	<b>10</b>
<b>Cost</b>		Price per meal (lunch) clearly articulated in Attachment E	<b>50</b>

**Attachment N**

**Site Information**

<b>School</b>	American Indian Public Charter School I	American Indian Public Charter School II	American Indian Public High School
<b>Address</b>	171 12 <sup>th</sup> Street	1929 E 19 <sup>th</sup> Street	746 Grand Ave Oakland, CA 94610
<b>City</b>	Oakland	Oakland	Oakland
<b>Zip</b>	94607	94606	94610
<b>Contact</b>	Tiffany Tung	Tiffany Tung	Tiffany Tung
<b>Phone</b>	(510) 893-8701	(510) 893-8701	(510) 893-8701
<b>Grades</b>	2 <sup>nd</sup> - 8 <sup>th</sup>	K- 1st	9 <sup>th</sup> – 12 <sup>th</sup>
<b>Enrollment</b>	930	130	430
<b>Estimated Lunch Participation %</b>	64%	90%	81%
<b>Lunch Start Time</b>	11:00 AM	11:00 AM	12:25 PM
<b># of Lunch Periods</b>	1	1	1
<b>Breakfast Start time</b>	8:00 AM	8:30 AM	8:00 AM
<b># of Breakfast Periods</b>	1	1	1
<b>SY18/19 Operating Days</b>	180		
<b>SY 18/19 Contract Start Date</b>	07/01/2018		